

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

Monday, May 29, 2023

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>

Pages

1. Land Acknowledgement

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. Adoption of Minutes

18 - 34

Resolved that the Minutes of the Regular Council Meeting of May 1, 2023 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Resolved that the Agenda for May 29, 2023 City Council Meeting as presented be approved.

6. Proclamations/Delegations

6.1 Queen Street Cruise

Gary Trembinski, Jr.

6.2	Spina Bifida and Hydrocephalus Canada	35 - 35
	Troy and Annette Chandler, Troy's Trail	
6.3	Bike to Work Week	36 - 36
6.4	National AccessAbility Week	37 - 37
	D. Morrell, Accessibility Coordinator	
6.5	Environmental Sustainability Report	
	E. Cormier, Sustainability Coordinator	
6.6	Community Efficiency Financing Feasibility Study	
	Guru Kalyanraman, Enerva Energy Solutions Inc.	
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Resolved that all the items listed under date May 29, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1	Correspondence	38 - 38
	Correspondence from CAO Malcolm White is attached.	
7.2	2022 Municipal Election – Candidate Financial Filing Default	39 - 40
	A report of the City Clerk is attached for the consideration of Council.	
	Resolved that the report of the City Clerk concerning 2022 Municipal Election – Candidate Financial Filing Default be received as information.	
7.3	Cellular Service Extension	41 - 42
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning Cellular Service – Extension be received and that Bell Mobility Inc. be approved to provide the services as required by various departments of the City of Sault Ste. Marie to the revised expiry of January 31, 2024.	
7.4	Public Works Equipment Purchase	43 - 45
	A report of the Manger of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated May 29, 2023	

concerning revised equipment purchases as required by Public Works be received and that the purchase from Commercial Truck Equipment Corp. at the quoted amount of \$954,004 plus HST be approved.

7.5	Digital Bid Posting Solution	46 - 47
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning Budget Request for Digital Bid Posting Solution be received and that the project be approved with funding from 2023 Capital IT Reserve on initial purchase and through IT operating accounts for approved ongoing annual services.	
7.6	Northern Community Centre – Twin Pad Electric Ice Resurfacer	48 - 50
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning supply and delivery of one (1) electric ice resurfacer (Zamboni) as required by Arenas Division – CDES be received and that the purchase from Zamboni Canada Ltd., at the quoted amount of \$166,220 plus HST be approved;	
	Further that the reallocation of funds from available Project Contingency to Furniture, Fixture and Equipment Funding to cover the acquisition be approved.	
7.7	First Quarter Financial Report March 31, 2023	51 - 68
	A report of the Manager of Finance is attached for the consideration of Council.	
	That the report of the Manager of Finance dated May 29, 2023 concerning First Quarter Financial Report to March 31, 2023 be received as information.	
7.8	Year End Financial Report December 31, 2022	69 - 88
	A report of the Chief Financial Officer and Treasurer and Manager of Finance is attached for the consideration of Council.	
	Resolved that the report of the Chief Financial Officer and Treasurer and Manager of Finance concerning 2022 year-end financial report be received and that the 2022 year-end reserve transfers be approved.	
7.9	Amendment to Next Generation 911 Agreement	89 - 94
	A report of the Manager of Information Technology is attached for the consideration of Council.	

The relevant By-law 2023-92 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.10	Ratification of Memorandum of Settlement – CUPE Local 3 (Community Services Group)	95 - 149
	A report of the Labour Relations Coordinator is attached for the consideration of Council.	
	Resolved that the report of the Labour Relations Coordinator dated May 29, 2023 concerning Memorandum of Settlement for CUPE 3 Community Services Group be received and that Council ratify the Memorandum of Settlement.	
7.11	2023 Arts and Culture Assistance Program – Late Intake	150 - 156
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Resolved that the report of the Manager of Recreation and Culture dated May 29, 2023 concerning the 2023 Arts and Culture Assistance Program Grants – Late Intake be received and that the following grants be approved:	
	<ol style="list-style-type: none">1. Metis Nation of Ontario – Powley Case 29th Anniversary Commemoration: \$11,8852. Friends of Ermatinger Clergue National Historic Site – Fall Rendezvous and Harvest Festival: \$6,2293. Centre de Francophone – Festival du Jour de Franco-Ontariens Day Festival: \$2,8694. Andree-Ann Deschenes – Commission Project: \$1,7125. Rebeka Heron – Beka & Neko short film: \$1,4946. Dustin Goodall – Pointless: \$1,6427. Lucinda Hatt – Metis/Voyageur Art Creation Metis Heritage Centre SSM: \$1,6658. Nicole Dyble – 2023 Concert Series: \$1,5529. Sault Symphony Orchestra – Nutcracker Suite: \$5,15010. Sault Blues Society: \$1,51611. Sault Theatre Workshop: \$4,65412. Brandon Ruch – Album Project: \$1,36213. Over The Rainbow: \$255214. Northern Ontario Latin Hispanic Association – Gala Latina: \$2,787	
7.12	Buchan House Relocation	157 - 183

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

Resolved that the report of the Manager of Recreation and Culture dated May 29, 2023 concerning the Buchan House Relocation and Addition be received and that the recommendation of the Municipal Heritage Committee regarding relocation of the Buchan House from Sault Ste. Marie Region Conservation Authority property to 943 Landslide Road pending approvals from the Sault Ste. Marie Region Conservation Authority and the City of Sault Ste. Marie be approved;

Further that the design as presented that has the front façade of the Buchan House facing Landslide Road and the materials used for the addition include board and batten siding and metal roofing be approved;

Further that the property owner continue to work with the Municipal Heritage Committee as the project progresses to ensure the materials selected for the addition are as outlined.

7.13	Designated Property Grant – Buchan House	184 - 186
	A report of the Manger of Recreation and Culture is attached for the consideration of Council.	
	Resolved that the report of the Manager of Recreation and Culture dated May 29, 2023 concerning Designated Heritage Property Grant – Buchan House be received and that a grant in the amount of \$3,000 to support the replacement of timbers and repairs to Buchan House be approved.	
7.14	CNIB Transit Accessibility Pilot Update	187 - 191
	A report of the Director of Community Services is attached for the consideration of Council.	
	Resolved that the report of the Director of Community Services dated May 29, 2023 concerning the CNIB Transit Accessibility Pilot Update be received as information.	
7.15	Downtown Parking Passes	192 - 199
	A report of the Director of Community Services is attached for the consideration of Council.	
	Resolved that the report of the Director, Community Services dated May 29, 2023 concerning Downtown Parking Passes with Limited Time be received and that a pilot to provide short term parking passes to Queen Street retailers not be pursued.	
7.16	Farebox Amending Agreement	200 - 203
	A report of the Director of Community Services is attached for the	

consideration of Council.

The relevant By-law 2023-76 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.17	Noise By-Law Exemption for Summer Events	204 - 205
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2023-88 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.18	Sound System Upgrades – GFL Memorial Gardens	206 - 208
	A report of the Director of Community Services is attached for the consideration of Council.	
	Resolved that the report of the Director of Community Services dated May 29, 2023 concerning Sound System Upgrades at the GFL Memorial Gardens be received and that Council approve the cancellation of \$14,289 plus applicable HST in approved funding towards McMeeken Centre repairs, as approved in the 2021 Capital Budget in the amount of \$77,000, and reallocate to complete sound system upgrades at the GFL Memorial Gardens.	
7.19	NOHFC Industrial Park Loan Agreement	209 - 211
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 29, 2023 concerning the NOHFC Industrial Park Loan be received and that Council approve the use of the Industrial Park Reserve Fund balance of \$339,218 and internal debt in the amount of \$160,782 to provide the Industrial Park Loan settlement to NOHFC;	
	Further that Council approve the servicing of the internal debt from industrial land net sales subsequent to December 31, 2022;	
	Further that Council approve the future transfer of industrial property sales to the Industrial Park Reserve.	
	The relevant By-law 2023-86 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.20	Northern Community Centre Agreement with Greater North Soccer Association	212 - 213
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2023-91 is listed under Agenda item 12 and will be read	

with all by-laws under that item.

7.21	Strathclair Fieldhouse Agreement	214 - 215
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2023-90 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.22	316 Elizabeth Street Agreement	216 - 217
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2023-89 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.23	Stardust Pictures Studio Inc. EGCIP Application	218 - 220
	A report of the Film, TV and Digital Media Coordinator is attached for the consideration of Council.	
	Resolved that the report of the Film, TV and Digital Media Coordinator dated May 29, 2023 concerning Stardust Pictures Studios Inc.'s Economic Growth Community Improvement Plan application be received and that the recommendation of the EGCIP Committee to allocate \$100,000 be approved.	
7.24	2023 Ditching Program	221 - 224
	A report of the Director of Public Works is attached for the consideration of Council.	
	Resolved that the report of the Director of Public Works dated May 29, 2023 concerning Public Works 2023 Ditching Program be received as information.	
7.25	2023 Resurfacing Program	225 - 226
	A report of the Director of Engineering is attached for the consideration of Council.	
	Resolved that the report of the Director of Engineering dated May 29, 2023 concerning 2023 Road Resurfacing Program be approved.	
7.26	Fruit Tree Planting Pilot Project	227 - 228
	A report of the Director of Public Works is attached for the consideration of Council.	
	Resolved that the report of the Director of Public Works dated May 29, 2023 concerning planting fruit trees be received and that Council support the planting of fruit trees in various neighborhood parks in the 2023 tree planting	

program as a pilot project.

7.27	Trash to Treasure Event 2023	229 - 232
	A report of the Director of Public Works is attached for the consideration of Council.	
	Resolved that the report of the Director of Public Works concerning Trash to Treasure Day 2023 be received as information.	
7.28	Landfill Operations and Monitoring 2022	233 - 236
	A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.	
	Resolved that the report of the Manager of Development and Environmental Engineering dated May 29, 2023 concerning annual operations and monitoring reports for the municipal landfill be received as information.	
7.29	Road Closure – Metzger Street and McAllen Street	237 - 237
	A report of the Supervisor of Construction is attached for the consideration of Council.	
	The relevant By-law 2023-87 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.30	Winter Maintenance of Part of Maki Road	238 - 238
	A report of the Director of Public Works is attached for the consideration of Council.	
	The relevant By-law 2023-84 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.31	Fifth Line East Property Acquisitions	239 - 240
	A report of the City Solicitor is attached for the consideration of Council.	
	Resolved that the report of the City Solicitor dated May 29, 2023 concerning the acquisition of three pieces of property located at 302, 310 and 334 Fifth Line East be received as information.	
7.32	Request to Purchase Part of Barton Street and Part Lot 169 Hamilton Subdivision	241 - 243
	A report of the Solicitor is attached for the consideration of Council.	
	The relevant By-laws 2023-81, 2023-82 and 2023-83 are listed under Agenda item 12 and will be read with all by-laws under that item.	

7.33	Part Wiber Street Assumption Closing and Conveyance	
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-laws 2023-77 and 2023-78 are listed under Agenda item 12 and will be read with all by-laws under that item.	
7.34	Property Acquisition Part of 2467 Base Line	250 - 252
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2023-79 is listed under Agenda Item 12 and will be read with all by-laws under that item.	
7.35	Sale of 724 Bonney Street to Habitat for Humanity	253 - 255
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2023-93 is listed under Agenda item 12 and will be read with all by-laws under that item.	
8.	Reports of City Departments, Boards and Committees	
8.1	Administration	
8.2	Corporate Services	
8.2.1	Procedure By-Law Review	256 - 258
	A report of the City Clerk is attached for the consideration of Council.	
	Resolved that the report of the City Clerk dated May 29, 2023 concerning Procedure By-law Review 2023 be received and that the proposed amendments be incorporated into a new Procedure By-law.	
8.3	Community Development and Enterprise Services	
8.3.1	Environmental Sustainability Report	259 - 307
	A report of the Sustainability Coordinator is attached for the consideration of Council.	
	Resolved that the report of the Sustainability Coordinator dated May 29, 2023 concerning 2021 – 2022 Sustainability Report be received as information.	
8.3.2	Community Efficiency Financing Program Design Study	308 - 364

A report of the Sustainability Coordinator is attached for the consideration of Council.

Resolved that the report of the Sustainability Coordinator dated May 29, 2022 concerning Community Efficiency Financing Program Design Study be received and that staff be authorized to proceed with an application to the Federation of Canadian Municipalities Green Municipal Fund program for funding for a Program Design Study.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.6.1 Tiered Insurance for Temporary Patios

365 - 368

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

Resolved that the report of the City Solicitor dated May 29, 2023 concerning a tiered approach to temporary patio coverage be received and that direction be given to staff as to whether to amend By-law 2023-71 Schedule "A".

8.7 Planning

8.8 Boards and Committees

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

9.1 Food Truck Park Proposal

Whereas a great deal of interest around food trucks has been expressed by citizens and entrepreneurs alike; and

Whereas having a designated area for the operation of food trucks would make obtaining a permit and doing business in Sault Ste Marie more attractive to operators; and

Whereas food trucks would bring a new facet to the already vibrant and diverse food scene in Sault Ste Marie; and

Whereas a food truck park would create: more jobs, additional revenue for The City, further opportunities for entrepreneurs in our city and more opportunity for citizens to enjoy and patronize our downtown:

Now Therefore Be It Resolved that staff be requested to report on the feasibility of the construction of a covered structure within the downtown area to house a bar and seating area which would be the hub of the Food Truck Park, as well as determine an equitable application process for food truck

operators to be able to participate in this venture.

9.2

Living Wage

Whereas a living wage is defined as the minimum income necessary for a worker to meet their basic needs; and

Whereas the Sault Ste. Marie Poverty Round Table published the Progress On Impact Report in January of 2020 and an action item was to encourage employers to pay a living wage to all employees; and

Whereas the living wage for Sault Ste Marie according to Ontario Living Wage Network is currently set at \$19.70/hour; and

Whereas part-time and student jobs recently posted within the Corporation of the City of Sault Ste Marie are being compensated at a rate of \$15.61/hour or less; and

Whereas a living wage could help bring more jobseekers forward to these very important, front line positions within the Corporation; and

Whereas quality of life is one of our strategic pillars;

Now Therefore Be It Resolved that staff be requested to report back to Council regarding instituting a living wage policy for the Corporation of the City of Sault Ste. Marie.

9.3

Bail Review

Whereas the cost of policing and emergency services in northern communities is harming a community's ability to support local social and health issues; and

Whereas a small percentage of those affected by an addiction in the communities of Northern Ontario are committing crimes; and

Whereas many of those committing crimes are not housed in the correctional system, therefore, remain in our communities, often those that do require treatment for their addiction issue receive none; and

Whereas some committing crimes become violent, but are released back into the community, due to the negative impacts of federal Bill C-75; and

Whereas the Federation of Northern Ontario Municipalities (FONOM) believes that more must be done by the federal government on bail reform;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie requests the federal government make these legislative changes:

- Create a designation of a chronic persistent offender;
- Allow community impact statements at bail and at bail hearings;
- Create reverse onus in bail for all firearms offences;

- All bail-related gun charges go to the Superior Court for bail release;

Further Be It Resolved that a copy of this resolution be sent to the Prime Minister, Federal Justice Minister, the Premier of Ontario, the Attorney General, the Solicitor General, Minister of Infrastructure, Minister of Municipal Affairs, Northeastern MPs and MPPs, Leaders of the Opposition, the Association of Municipalities of Ontario, and the Federation of Northern Ontario Municipalities.

9.4

Cell Service – Highway 17 North

Whereas along the Trans-Canada Highway between the municipalities of Sault Ste. Marie and Wawa are no signal pits; and

Whereas the “dead spots” are conspicuous by their absence; and

Whereas there are numerous economic benefits to having dependable cell coverage, but most importantly for safety of our constituents that travel for work, pleasure and family; and

Whereas those that have been at an accident scene have had to drive miles and miles to find cell coverage to call for police, an ambulance and/or for general help, sometimes leaving an accident victim alone; and

Whereas reliable cell coverage for the north is a lifeline that can result in life or death; and

Whereas the Federation of Northern Ontario Municipalities (FONOM) continues to lobby the provincial and federal governments to invest into reliable cell coverage for the north and we as a city should support their efforts; and

Whereas Sault Ste. Marie is the largest municipality that should take on the responsibility to work with surrounding communities to lobby the provincial and federal governments for reliable cell coverage along the Trans-Canada Highway to Wawa;

Now Therefore Be It Resolved that a cell coverage committee be established to work closely with surrounding communities situated on highway 17 north to Wawa to establish a petition, a formal request that will be delivered to Premier Doug Ford, Minister of Innovation, Science and Industry of Canada Francois-Philippe Champagne, MP Terry Sheehan, and MPP Ross Romano by fall 2023 asking for immediate action to ensure safety of those traveling along this portion of the Trans-Canada highway.

9.5

Arena Air Quality

Whereas indoor air quality is one of the main factors in long term health effects; and

Whereas indoor air quality deals with a wide range of pollutants such as asbestos, carbon monoxide, lead, nitrogen dioxide, radon, particulate matter, etc.; and

Whereas with the introduction of the electric Zamboni we now have a major difference between arenas; and
Whereas the difference in air quality in arenas with electric and non-electric Zambonis should be compared; and
Whereas it is the City's goal to provide healthy indoor air quality in its arenas;
Now Therefore Be It Resolved that staff be requested to report on the cost to implement an air quality study at all City arenas for next season and provide a recommendation as to whether to undertake such a study.

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

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

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

Resolved that all By-laws under item 12 of the Agenda under date May 29, 2023 be approved.

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

12.1.1 **By-law 2023-76 (Agreement) CUBIC Transit Farebox Amendment** 369 - 374

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

Resolved that By-law 2023-76 being a by-law to authorize the execution of the Amending Agreement between the City and Cubic Transportation Services, Inc. for the Transit farebox technology payment processing services be passed in open Council this 29th day of May, 2023.

12.1.2 **By-law 2023-77 (Street Assumption) 72 Corey Avenue formerly known as part of Wiber Street** 375 - 376

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

Resolved that By-law 2023-77 being a by-law to assume for public use and establish as a public street, formerly known as part of Wiber Street, now known as 72 Corey Avenue, being PIN 31504-0364, be passed in open Council this 29th day of May, 2023.

12.1.3 **By-law 2023-79 (Property Acquisition) Part of 2467 Base Line (1372055 Ontario Limited Scott McWilliam)** 377 - 378

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

Resolved that By-law 2023-79 being a by-law to authorize the acquisition of part of 2467 Base Line (1372055 Ontario Limited – Scott McWilliam) be

passed in open Council this 29th day of May, 2023.

12.1.4	By-law 2023-80 (Street Assumptions) Various	379 - 380
	Resolved that By-law 2023-80 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 29th day of May, 2023.	
12.1.5	By-law 2023-81 (Street Assumption) Part of Barton Street	381 - 382
	A report from the Solicitor is on the Agenda.	
	Resolved that By-law 2023-81 being a by-law to assume for public use and establish as a public street that portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE be passed in open Council this 29th day of May, 2023.	
12.1.6	By-law 2023-83 (Property Sale) Frank Marrello Abutting 68 Victoria Street	383 - 384
	A report from the Solicitor is on the Agenda.	
	Resolved that By-law 2023-83 being a by-law to declare the City owned property legally described as PART OF PIN 31613-0145 (LT) PART LOT 169 PL 58 AWENGE; SAULT STE. MARIE being property abutting 68 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to Frank Marrello or as otherwise directed be passed in open Council this 29th day of May, 2023.	
12.1.7	By-law 2023-84 (Agreement) Brookfield Power Wind Prince LP Winter Maintenance Maki Road north of Allard Lake	385 - 401
	A report from the Director of Public Works is on the Agenda.	
	Resolved that By-law 2023-84 being a by-law to authorize the execution of the Agreement between the City and Brookfield Power Wind Prince LP to provide winter maintenance for a portion of Maki Road north of Allard Lake be passed in open Council this 29th day of May, 2023.	
12.1.8	By-law 2023-85 (Agreement) Diamond Head Sprinklers Inc. for West End Splash Pad	402 - 433
	Council report was passed by Council resolution on April 11, 2023.	
	Resolved that By-law 2023-85 being a by-law to authorize the execution of the Agreement between the City and Diamond Head Sprinklers Inc. for the West End Splash Pad be passed in open Council this 29th day of May, 2023.	
12.1.9	By-law 2023-86 (Agreement) NOHFC (Northern Ontario Heritage Fund Corporation) Industrial Park Loan	434 - 437
	A report from the Deputy CAO Community Development and Enterprise	

Services is on the Agenda.

Resolved that By-law 2023-86 being a by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for the Industrial Park Loan settlement agreement be passed in open Council this 29th day of May, 2023.

- | | | |
|---------|---|-----------|
| 12.1.10 | By-law 2023-87 (Temporary Street Closing) Metzger Street and McAllen Street at Central Street (Central Street Aqueduct Repairs) | 438 - 438 |
| | A report from the Supervisor of Construction is on the Agenda. | |
| | Resolved that By-law 2023-87 being a by-law to permit the temporary closing of Metzger Street and McAllen Street at Central Street for six (6) weeks from May 30, 2023 to July 11, 2023 to facilitate outstanding work for Contract 2022-9E Central Street Aqueduct Repairs by EllisDon Industrial Inc. be passed in open Council this 29th day of May, 2023. | |
| 12.1.11 | By-law 2023-88 (Regulations) Noise By-law Exemption 2023 Summer Events | 439 - 439 |
| | A report from the Manager of Recreation and Culture is on the Agenda. | |
| | Resolved that By-law 2023-88 being a by-law to exempt the various locations of the 2023 Summer Events on July 13, 14, 15 and July 22, 2023 from the Noise Control By-law 80-200 be passed in open Council this 29th day of May, 2023. | |
| 12.1.12 | By-law 2023-89 (Agreement) Greater North Soccer Association Lease 316 Elizabeth Street | 440 - 448 |
| | A report from the Manager of Recreation and Culture is on the Agenda. | |
| | Resolved that By-law 2023-89 being a by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the lease of a portion of the former fire hall building located at 316 Elizabeth Street be passed by Council this 29th day of May, 2023. | |
| 12.1.13 | By-law 2023-90 (Agreement) Greater North Soccer Association Strathclair Sports Complex | 449 - 471 |
| | A report from the Manager of Recreation and Culture is on the Agenda. | |
| | Resolved that By-law 2023-90 being a by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the use of soccer fields and related matters at the Strathclair Sports Complex be passed in open Council this 29th day of May, 2023. | |
| 12.1.14 | By-law 2023-91 (Agreement) Greater North Soccer Association Northern Community Centre | 472 - 490 |
| | A report from the Manager of Recreation and Culture is on the Agenda. | |

Resolved that By-law 2023-91 being a by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the use of indoor soccer fields and related matters at the Northern Community Centre be passed in open Council this 29th day of May, 2023.

12.1.15	By-law 2023-92 (Agreement) Amending Netagen NG911 Commander 911	491 - 495
A report from the Manager of Information and Technology is on the Agenda.		
	Resolved that Bylaw 2023-92 being a by-law to authorize the execution of Amendment Agreement 1 between the City and Netagen Communication Technologies Inc. (Netagen) to amend the Master Services Agreement dated May 31, 2022 for the use of Netagen Commander 911 services be passed in open Council this 29th day of May, 2023.	
12.1.16	By-law 2023-93 (Property Sale) 724 Bonney Street – Habitat for Humanity	496 - 497
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
	Resolved that By-law 2023-93 being a by-law to authorize the sale of surplus property being 724 Bonney Street, legally described as PIN 31592-0236 (LT) LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853 to Habitat for Humanity be passed in open Council this 29th day of May, 2023.	
12.2	By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority	
12.2.1	By-law 2023-78 (Street Closing and Conveyance) Part of Wiber Street (now known as 72 Corey Avenue)	498 - 499
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
	Resolved that By-law 2023-78 being a by-law to stop up, close and authorize the conveyance of a portion of Wiber Street now known as 72 Corey Avenue, being PIN 31504-0364(LT) be read a FIRST and SECOND time and passed in open Council this 29th day of May, 2023.	
12.2.2	By-law 2023-82 (Street Closing and Conveyance) Part of Barton Street	500 - 502
A report from the Solicitor is on the Agenda.		
	Resolved that By-law 2023-82 being a by-law to stop up, close and authorize the conveyance of a portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE be read a FIRST and SECOND time and passed in open Council this 29th day of May, 2023.	

12.3	By-laws before Council for THIRD reading which do not require more than a simple majority	
12.3.1	By-law 2023-32 (Street Closing and Conveyance) Herbert Street	503 - 504

Council Report passed by Council Resolution on March 20, 2023.

Resolved that By-law 2023-32 being a by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431, PART PIN 31535-0225 (LT) PART HERBERT ST PL 2012 ST. MARY'S; PART HERBERT ST PL H496 ST. MARY'S; BEING PARTS 1, 2, 3, 4 AND 5 PLAN 1R13987; SUBJECT TO T91957, T91958, T91959, T91960, T91961, be read a THIRD time in open Council and passed this 29th day of May, 2023.

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

14. Closed Session

Resolved that this Council move into closed session as a continuation of the May 1, 2023 closed session and to consider:

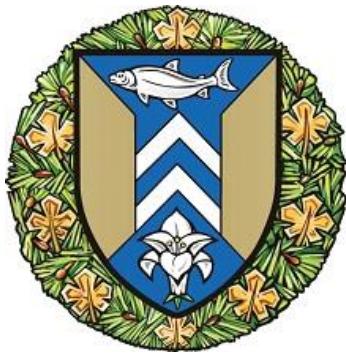
- one item concerning a proposed disposition of land;
- one item concerning litigation; and
- one item concerning application of a plan to be applied to negotiations

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; (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and (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)

15. Adjournment

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, May 1, 2023

4:30 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor L. Vezeau-Allen, Councillor S. Kinach

Officials: M. White, M. Zuppa, L. Girardi, T. Vair, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, R. Tyczinski, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, T. Anderson, J. King, L. Petrocco, D. Olar, E. Cormier

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the Minutes of the Regular Council Meeting of April 11, 2023 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Councillor S. Spina – Tourism Development Fund Applications March – April 2023

Councillor is chair of the charity foundation for the Community Strong Festival

4.2 Councillor A. Caputo – Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act (Update)

Owns establishment with a temporary outdoor patio.

4.3 Councillor C. Gardi – Transit Pass Partnership with Huron-Superior Catholic District School Board

Employed by Huron Superior Catholic District School Board.

4.4 Councillor A. Caputo – By-law 2023-71 (Delegated Authority and Agreement) Outdoor Patio and Liquor Licence Extension

Owns establishment with a temporary outdoor patio.

5. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the Agenda for May 1, 2023 City Council Meeting as presented be approved.

Carried

6. Proclamations/Delegations

6.1 Menstrual Health Day

Tova Arbus, Congregation Beth Jacob were in attendance.

6.2 Jewish Heritage Month

Ron Prickett, President, Sault Naturalists was in attendance.

6.4 Doctors' Day

Dr. Adrienne Kelly, Ontario Medical Association was in attendance.

6.5 Child and Youth Care Week

Donna Mansfield and Karen Hudson, Sault College were in attendance.

6.6 World Press Freedom Day

6.7 Falun Dafa Day

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that all the items listed under date May 1, 2023 – Agenda item 7 – Consent Agenda save and except Agenda item 7.10, 7.11 and 7.18 be approved as recommended.

Carried

7.1 Integrity Commissioner Annual Report

The Annual Report of the Integrity Commissioner July 1, 2021 to December 31, 2022 was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the Annual Report of the Integrity Commissioner for the period July 1, 2021 to December 31, 2022 be received as information.

Carried

7.2 Municipally Significant Events

The report of the City Clerk was received by Council.

The relevant By-law 2023-75 is listed under item 12 of the Minutes.

7.3 By-law to Issue Debenture for Twin Pad Arena

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

The relevant By-law 2023-61 is listed under item 12 of the Minutes.

7.4 RFP – Banking Services

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

The relevant By-law 2023-67 is listed under item 12 of the Minutes.

7.5 Tenders for Equipment Purchase – Public Works

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated May 1, 2023 concerning Equipment Purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) Articulated Wheeled Loader – Toromont CAT \$345,259.23;
- One (1) Farm Tractor w/Loader – Northshore Tractor Ltd. \$128,136.09;
- One (1) Aerial Platform Truck – Commercial Truck Equipment Corp. \$205,254.00; and
- One (1) Utility Step Van – TMS Truck Centre Ltd. \$148,197.00

for a total amount of \$826,846.32 plus HST.

Carried

7.6 Vacant Unit Rebate By-law

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

The relevant By-law 2023-73 is listed under item 12 of the Minutes.

7.7 2023 Property Tax Capping Options

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

The relevant By-law 2023-63 is listed under item 12 of the Minutes.

7.8 2023 Tax Policy and Rates

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

The relevant By-laws 2023-64, 2023-65 and 2023-66 are listed under item 12 of the Minutes.

7.9 Lease Contract Extension John Rhodes Community Centre – Superior Osteo Postural Clinic Inc.

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

The relevant By-law 2023-68 is listed under item 12 of the Minutes.

7.12 Heritage Property Tax Rebate Program Applications 2023

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

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Recreation and Culture dated May 1, 2023 concerning Heritage Property Tax Rebate Program Applications 2023 be received and that the

recommendation of the Sault Ste. Marie Municipal Heritage Committee to enroll the following four (4) properties into the Heritage Property Tax Rebate Program be approved:

- 3-10 Kensington Terrace;
- 193 Pim Street;
- 708-710 Queen Street East (Dawson Block); and
- 119 Woodward Avenue

Carried

7.13 Firearms By-law Exemptions Ermatinger Clergue National Historic Site 2023

The report of the Curator of the Ermatinger National Historic Site was received by Council.

The relevant by-law 2023-62 is listed under item 12 of the Minutes.

7.14 2022 Annual Report – Ermatinger Clergue National Historic Site

The report of the Curator of the Ermatinger Clergue National Historic Site was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 1, 2023 concerning the 2022 Annual Report Ermatinger Clergue National Historic Site be received as information.

Carried

7.15 Traffic Calming Policy

The report of the Municipal Services and Design Engineer was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Traffic Calming Policy be received and that the Procedure for Traffic Calming/Traffic Management Studies be replaced with the Traffic Calming Policy.

Carried

7.16 Community Safety Zone Policy

The report of the Municipal Services and Design Engineering was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 1, 2023 concerning Community Safety Zone Policy be received and that the Community Safety Zone Policy be approved.

Carried

7.17 Sault Area Hospital Lease Agreement

The report of the Fire Chief is attached for the consideration of Council.

The relevant By-law 2023-60 is listed under item 12 of the Minutes.

7.10 Transit Pass Partnership with Huron-Superior Catholic District School Board

Councillor C. Gardi declared a conflict on this item. (Employed by Huron Superior Catholic District School Board.)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Community Services dated May 1, 2023 concerning Expanded Transit Pass Partnership with Huron-Superior District School Board be received and that a one (1) year pilot program be approved to coincide with the Algoma District School Board pilot program that runs through until June 30, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach				X

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	1	2
Carried				

7.11 Tourism Development Fund Applications March – April 2023

Councillor S. Spina declared a conflict on this item. (Councillor is chair of the charity foundation for the Community Strong Festival)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Tourism and Community Development dated May 1, 2023 concerning Tourism Development Fund applications received March-April 2023 be received, and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$77,830 be approved to the following projects:

- Canadian Youth Championship National Bowling Tournament (\$2500);
- Community Strong Festival (\$5000);
- Curling Classic (\$53,000);
- Voyageur Trail Association (\$6330);
- Sault Ste. Marie Kennel Club (\$3000);
- Ontario Pickleball Championship Series (\$3000); and
- Queen Street Cruise (\$5000)

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina			X	
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			

Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach				X
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	1	2

Carried

7.18 Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act (Update)

Councillor A. Caputo declared a conflict on this item. (Owns establishment with a temporary outdoor patio.)

The report of the Solicitor was received by Council.

The relevant By-law 2023-71 is listed under item 12 of the Minutes.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the insurance requirements for outdoor patios listed in By-law 2023-71 Schedule 'A', Section 13 be amended from Five Million (\$5,000,000) to Two Million (\$2,000,000) and;

Further that staff be directed to review the possibility of implementing a tiered approach to insurance requirements for patios and report back to the next meeting of Council.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen				X
Councillor A. Caputo			X	
Councillor R. Zagordo	X			
Councillor M. Bruni	X			

Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	5	3	1	2
				Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.6.1 Off-Road Vehicle and Motorized Snow Vehicle By-laws

The report of the Solicitor was received by Council.

The relevant By-laws 2023-69 and 2023-70 are listed under item 12 of the Minutes.

8.7 Planning

8.8 Boards and Committees

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

9.1 Soo Greyhounds Tailgate Events

Moved by: Councillor S. Spina

Seconded by: Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie has a long and celebrated history with the Soo Greyhounds Hockey Club; and

Whereas Soo Greyhounds hockey events provide an entertaining and engaging atmosphere for residents of and visitors to Sault Ste. Marie; and

Whereas attendance at Soo Greyhounds hockey events have a positive impact on our community and our economy by:

- Attracting visitors to Sault Ste. Marie;

- Increasing nights of hotel stays;
- Helping to build a sense of community and pride in our community;
- Helping to build a brand sense with the hockey club as well as a sense of tradition and pride for the hockey club and its supporters;
- Allowing for fans and supporters to be surrounded by and to create their own entertainment related to the sporting events;
- Helping to increase the social interactions of people in our community; and

Whereas other communities have created an environment for tailgating to form part of their culture and have been able to safely allow for tailgating at events in their community; and

Whereas ownership of the Soo Greyhounds Hockey club are supportive of the City creating a tailgating environment for fans to help enhance the fan experience; and

Whereas the City of Sault Ste. Marie is responsible for parking at the GFL Memorial Gardens and will be able to generate revenue for the City by charging a reasonable fee for access to tailgating parking spots for sporting events

Now Therefore Be It Resolved that staff be requested to review the process to allocate and rent or provide parking spaces at the GFL Memorial Gardens and create a tailgating environment for a limited number of Soo Greyhounds home games. In that review, staff would engage with the Soo Greyhounds Hockey Club and other stakeholders in order to create a positive fan environment. In addition, staff report on the ability for the City to provide free bus service, (perhaps by showing a game ticket) to and from the GFL Memorial Gardens during these events for the transportation of people to and from the site.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach				X

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	9	0	0	2

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that all By-laws under item 12 of the Agenda under date May 1, 2023 save and except Agenda item 12.1.12 be approved.

Carried

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

12.1.1 By-law 2023-60 (Agreement) Sault Area Hospital Lease

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-60 being a by-law to authorize the execution of the Lease Agreement between the City and Sault Area Hospital for the property at 65 Old Garden River Road, Sault Ste. Marie, Ontario.

Carried

12.1.2 By-law 2023-61 (Debenture – Twin Pad Arena)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-61 being a by-law to authorize the borrowing upon amortizing debentures in the principal amount of \$14,500,000.00 towards the cost of the Twin Pad Arena Project W J McMeeken Centre Replacement be passed in open Council this 1st day of May, 2023.

Carried

12.1.3 By-law 2023-62 (Noise and Firearms Exemption) Ermatinger

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-62 being a by-law to exempt the Ermatinger Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noises, in the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.

Carried

12.1.4 By-law 2023-63 (Taxes) Tax Capping Optional Tools

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-63 being a by-law to adopt optional tools for the purposes of administering limits for the Commercial and Industrial Property Classes be passed in open Council this 1st day of May, 2023.

Carried

12.1.5 By-law 2023-64 (Taxes) Final Billing 2023

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-64 being a by-law to provide for 2023 final tax billing be read in open Council and passed this 1st day of May, 2023.

Carried

12.1.6 By-law 2023-65 (Taxes) Tax Ratios

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-65 being a by-law to provide for the adoption of tax ratios be passed in open Council this 1st day of May, 2023.

Carried

12.1.7 By-law 2023-66 (Taxes) Tax Rates

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-66 being a by-law to provide for the adoption of property tax rates for 2023 be passed in open Council this 1st day of May, 2023.

Carried

12.1.8 By-law 2023-67 (Agreement) The Bank of Nova Scotia (Scotiabank) Banking Services

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-67 being a by-law to authorize the execution of the Agreement between the City and The Bank of Nova Scotia (Scotiabank) to provide the services as required by the Finance Accounting Division for an initial five (5) year term, with option to extend for a second five (5) year term upon mutual consent through Service Level Agreement be passed in open Council this 1st day of May, 2023.

Carried

12.1.9 By-law 2023-68 (Agreement) Superior Osteo Postural Clinic Inc. Second Extension (Lease)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-68 being a by-law to authorize the execution of the Second Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year.

Carried

12.1.10 By-law 2023-69 (Off-Road Vehicles) Operation of Off-Road Vehicles

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-69 being a by-law to restrict and permit the operation of off-road vehicles prescribed herein on designated highways within the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.

Carried

12.1.11 By-law 2023-70 (Motorized Snow Vehicles) Operation of Motorized Snow Vehicles

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-70 being a by-law to restrict and permit the operation of motorized snow vehicles prescribed herein on designated highways within the City of Sault Ste. Marie be passed in open Council this 1st day of May, 2023.

Carried

12.1.13 By-law 2023-72 Delegated Authority Chief Financial Officer or Chief Administrative Officer to Execute Agreements Related to Banking Services

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-72 being a by-law to delegate to the Chief Financial Officer (CFO) or Chief Administrative Officer (CAO), the authority to enter into various agreements on behalf of the City of Sault Ste. Marie to complete the transition of banking services and subsequent legal documentation required for accounts, products and services be passed in open Council this 1st day of May, 2023.

Carried

12.1.14 By-law 2023-73 (Taxes) Vacant Unit Rebate (Housekeeping)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-73 being a by-law to confirm changes to The Corporation of the City of Sault Ste. Marie's Tax Rebate Program regarding property in the Commercial Property Class or the Industrial Property Class as established under By-Law 2002-124 be passed in open Council this 1st day of May, 2023.

Carried

12.1.15 By-law 2023-74 (Agreement) Amend By-law 2021-5 – Twin Pad Arena Project

Moved by: Councillor C. Gardi

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-74 being a by-law to amend By-law 2021-5, being a by-law to authorize certain new capital work(s) of The Corporation of the City of Sault Ste. Marie (the "Municipality"); which was a by-law to authorize the submission of an application to Ontario Infrastructure and Lands Corporation ("OILC") for financing of such capital work(s); to authorize temporary borrowing from OILC to meet expenditures in connection with such capital work(s); and to authorize long-term borrowing for such capital work(s); through the issue of debentures to OILC be passed in open Council this 1st day of May, 2023.

Carried

12.1.16 By-law 2023-75 (Policy and Delegated Authority) Municipally Significant Events (AGCO Special Occasion Permits)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-75 being a by-law to approve the Municipally Significant Events (AGCO Special Occasion Permits) policy be passed in open Council this 1st day of May, 2023.

Carried

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

12.3.1 By-law 2021-26 (Local Improvements) Mark Street from Churchill Boulevard to Lake Street

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2021-26 being a by-law to authorize the construction of Class "A" pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time this 1st day of May, 2023.

Carried

12. Consideration and Passing of By-laws

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

12.1.12 By-law 2023-71 (Delegated Authority and Agreement) Outdoor Patio and Liquor Licence Extension

Councillor A. Caputo declared a conflict on this item. (Owns establishment with a temporary outdoor patio.)

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-71 being a by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements and Guidelines to suit the needs of the particular user and circumstances, and further, authorize and appoint the Director of Planning and Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act, 2019*, as amended be passed as amended in open Council this 1st day of May, 2023.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo			X	
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach				X
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	1	2

Carried

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

14. Closed Session

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that this Council move into closed session to consider one item concerning a proposed disposition of land;

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)

Carried

15. Adjournment

May 1, 2023 Council Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Hydrocephalus is an excessive accumulation of fluid in the brain. It may be present at birth or may develop at any stage later in life; and

WHEREAS Spina bifida is a birth defect that develops within the first four weeks of pregnancy resulting in varying degrees of permanent neurological damage; and

WHEREAS There are no cures for either of these conditions that result in varying degrees of disability; and

WHEREAS Hydrocephalus Canada serves people with spina bifida and hydrocephalus, their families and the public; and

WHEREAS Health Canada has proclaimed June as Spina Bifida and Hydrocephalus Awareness Month; and

WHEREAS There are many people who are not aware of the Association or that it offers support, information and education programs and funds research to find ways to prevent and treat these conditions; and

WHEREAS Hydrocephalus Canada encourages all Ontarians to learn more about these conditions and to appreciate the challenges faced by individuals affected by them:

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **June 2023** to be "**Spina Bifida and Hydrocephalus Awareness Month**" in the City of Sault Ste. Marie and I urge all citizens to give full consideration and attention to the Spina Bifida and Hydrocephalus Association of Ontario for their work on behalf of those with spina bifida and hydrocephalus and their families.

Signed,

Matthew Shoemaker
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Bike to Work Week encourages people to leave their cars at home and walk, cycle, carpool/ride-share, take transit or telecommute. It also encourages friendly competition between solo cyclists and works places in Sault Ste. Marie by celebrating and rewarding sustainable transportation; and

WHEREAS Bike to Work Week coincides with Canadian Environment week which celebrates Canada's environmental accomplishments and encourages Canadians to contribute to conserving and protecting their environment; and

WHEREAS The City of Sault Ste. Marie is committed to preventing, recognizing and removing barriers beyond the legal requirements and to cultivate a culture of inclusion within the municipality amongst both residents and visitors; and

WHEREAS Bike to Work Week 2023 is coordinated by the City of Sault Ste. Marie, Sault Cycling Club and Algoma Public Health who recognize commuting to work is a significant cause of carbon emissions and choosing to cycle instead, even occasionally, can have dramatic results. #SooBikes2023 includes everything from getting groceries, riding to and from work or school, hitting the Hub Trail, trail rides, fat bike rides or other recreational rides exploring in and around Sault Ste. Marie. Getting around on smaller wheels like rollerblades and scooters (manual or electric) counts too:

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **June 3 to June 9, 2023** as '**Bike to Work Week**', and encourage all residents and businesses to register and participate in this family friendly community event.

Signed,

Matthew Shoemaker
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS The Ontario Government passed the Accessibility for Ontarians with Disabilities Act in 2005 to make Ontario accessible for all Ontarians by 2025; and

WHEREAS 1 in 7 people in Ontario report a disability and that number is expected to rise to 1 in 5 by 2036; and

WHEREAS The City of Sault Ste. Marie is committed to preventing, recognizing and removing barriers beyond the legal requirements and to cultivate a culture of inclusion within the municipality amongst both residents and visitors; and

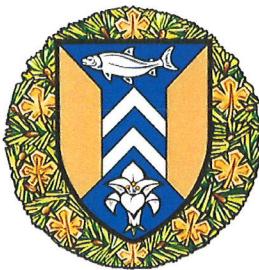
WHEREAS On February 23, 2009, the City adopted, by resolution, the Facility Accessibility Design Standards (FADS) as the standard by which the Corporation would build and renovate City owned buildings; and

WHEREAS The City works diligently to phase in and ensure that Accessibility Standards in the areas of Customer Service, Information and Communication, Employment, Transportation and in the Design of Public Spaces are met or exceeded where possible and as accorded by the law:

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **May 28th to June 3rd, 2023** as “**National AccessAbility Week**” in Sault Ste. Marie.

Signed,

Matthew Shoemaker
MAYOR



Malcolm White

2023 05 29

Mayor Matthew Shoemaker and
Members of Council
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Mayor Shoemaker and Members of Council,

Please accept this letter as notice of my intention to retire from the City of Sault Ste. Marie on January 31, 2024. While this date is some time in the future, I'm advising Council now to allow ample time for the process to select a new CAO for the City. As Council is aware there can be longer than expected timelines for staff recruitment in current market conditions – this timeframe should mitigate any concerns in that respect. The timeframe will also allow for the completion of the new strategic plan and the 2024 budget preparation and approval. These will be key guides to inform the work of the new CAO.

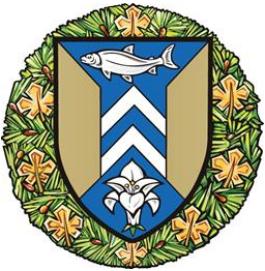
I've been blessed throughout my 35 years with the City to work with many great volunteers, staff and elected officials. While everyone has brought their own unique skills, abilities and viewpoints, all have been united in their desire to do their part in making Sault Ste. Marie a strong, thriving and welcoming community. I have gained much knowledge and experience in my interactions with them which has guided me in my professional and personal life, and I am a better person for it.

I will be bringing a report for the June 19, 2023 Council meeting which will outline the process for Council to follow in selecting a new CAO, pursuant to the policy 1-9 Guidelines for the Recruitment and Selection of Senior Staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Malcolm White".

Malcolm White
CAO
City of Sault Ste. Marie



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: 2022 Municipal Election – Candidate Financial Filing Default

Purpose

The purpose of this report is to advise Council of the financial filing default of three candidates from the 2022 municipal election.

Background

Pursuant to the *Municipal Elections Act* all candidates who were nominated in the 2022 municipal election were required to file financial statements in the prescribed form by 2 p.m. on March 31, 2023. Candidates who failed to file by that date were permitted under the *Act* to file their statements with a payment of \$500 by 2 p.m. on May 1, 2023.

Analysis

The following candidates have not filed financial statements and are now ineligible to be elected or appointed to any office to which the *Act* applies until after the next regular election has taken place (October 26, 2026):

David Celetti (Councillor – Ward 4)
Ozzie Grandinetti (Mayor)
Kurtis McDermid (Councillor – Ward 3)

The candidates also forfeited their nomination fee.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

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

There is no policy or climate impact.

Recommendation

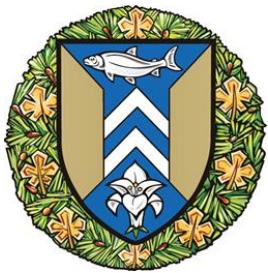
It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk concerning 2022 Municipal Election – Candidate Financial Filing Default be received as information.

2022 Municipal Election – Candidate Financial Filing Default
Page 2.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Cellular Service – Extension

Purpose

This report has been prepared for your information and consideration concerning the provision of Cellular Service as required by the City of Sault Ste. Marie. Staff is seeking Council approval of the recommendation contained in this report.

Background

Bell Mobility Inc. has been the City's provider of cellular service since the City began using mobile devices. Cell phones and associated devices are a vital communication tool with many phones equipped with data plans allowing for the use of various work related apps.

The contract and pricing utilized by the City is based on the pricing secured by the competitive process issued by the Provincial Ministry of Government Services (MGS) established Vendor of Record (VOR) Agreement OSS-00415819 – Paging and Mobile Devices and Services, of which the City is eligible.

By-law 2019-115 was passed on June 17, 2019 authorizing execution of an agreement with Bell Mobility Inc. for the provision of cellular devices and service for a period of four (4) years commencing May 1, 2019.

Analysis

The MGS VOR Agreement OSS-00415819 – Paging and Mobile Devices and Services is effective February 1, 2014 to January 31, 2020 with option to extend up to two (2) additional terms of two (2) years each. Final expiry date is Jan 31, 2024.

Bell Mobility Inc. is one (1) of five (5) qualified vendors on the current VOR.

The VOR is planned for electronic tendering, estimated posting date September 1, 2023 with estimated contract start date February 1, 2024.

By-Law 2019-115 expires June 13, 2023; and provides allowance to continue on same terms and conditions on a month-to-month basis.

Cellular Service – Extension

May 29, 2023

Page 2.

Given the satisfaction with the quality of product and service that has been maintained by Bell Mobility Inc., Corporate Services Information Technology Division supports an extension for continuation of services up to the MGS VOR expiry date of January 31, 2024.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted to establish a VOR, and participation is in the best interest of the City.

Financial Implications

Pricing will remain within the MGS committed plan, and Bell Mobility Inc. pricing established with City of Sault Ste. Marie.

There is no additional Financial Implication for this request.

Strategic Plan / Policy Impact / Climate Impact

Maintaining efficient and cost effective communications is in keeping with delivering excellent customer service within the Service Delivery Focus Area of the Corporate Strategic Plan.

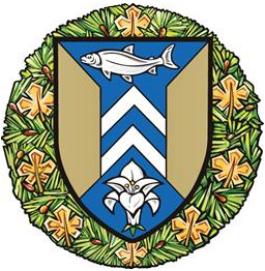
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning Cellular Service – Extension be received and that Bell Mobility Inc. be approved to provide the services as required by various departments of the City of Sault Ste. Marie to the revised expiry of January 31, 2024.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759-5298
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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Equipment Purchases – Public Works

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 and Engineering Services. Staff is seeking Council approval of this recommendation.

Background

Of the following historical list of tender requests for various equipment as required by Public Works, each closed receiving one-bidder response from Commercial Truck Equipment Corp.

- Year 2020 – one (1) – 1 ton utility truck
- Year 2021 – one (1) – 1 ton 4 door dump
- Year 2022 – two (2) – 1 ton 4 door dump
- Year 2022 – one (1) – 1 ton utility truck with crane

Public Works is extremely satisfied with the quality of product and service that has been maintained by this supplier.

Commercial Truck Equipment Corp. is listed as an active vendor within group buying through LAS/Canoe Procurement Group.

Analysis

A competitive bid process for suppliers RFP#RMA-2020-002 Fleet Upfitting and Aftermarket Accessories was conducted though the LAS/Canoe Procurement Group whereby Commercial Truck Equipment Corp., is the awarded provider giving access to various heavy duty equipment units, Contract #RMA-2020-002-CTE.

Given the previous supply sourcing and results of various single bid responses, request for pricing documents were issued to Commercial Truck Equipment Corp., applicable under their LAS/Canoe contract arrangement

Equipment Purchases – Public Works

May 29, 2023

Page 2.

The pricing received has been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the pricing, meeting specifications, have been indicated on the summary attached.

The pricing reflects the advantages of leveraging the buying power through LAS/Canoe with an \$18,363 discount applied overall.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted, and participation is in the best interest of the City.

Financial Implications

The total purchase price for this equipment replacement list is \$970,795 including non-rebatable HST.

During the 2023 Budget deliberations, Council approved the allocation of \$3,300,000 for Public Works Equipment. The equipment listing including:

- Two (2) Service Trucks (1/Public Works; 1/Parks)
- Six (6) 4-Door 1-Ton Dump Truck (4/Public Works; 2/Parks)
 - Revised-Parks requests to cancel one (1) unit (replaced by unit below)
 - Deferred-Public Works will defer two (2) units until 2024 budget so as to utilize current funds on other remaining equipment.
- One (1) 3/4-Ton Flatbed (Parks)
 - Revised-Parks requests two (2) units for this purchase (replacing 1-ton dump)

The revised purchase amounts as outlined can be accommodated within current balance for this allocation.

Strategic Plan / Policy Impact / Climate 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 May 29, 2023 concerning revised equipment purchases as required by Public Works be received and that the purchase from Commercial Truck Equipment Corp. at the quoted amount of \$954,004 plus HST be approved.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

SUMMARY OF PRICING
VARIOUS EQUIPMENT

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
One (1) Service Truck (Mechanics)					
Commercial Truck Equipment Corp. Woodstock, ON.	2023 FORD F450 4 X 2 SuperCab	200 w/days	3yr/60,000 km - powertrain	\$193,969.00	Meets Specifications
One (1) Service Truck (Parks)					
Commercial Truck Equipment Corp. Woodstock, ON.	2023 FORD F450 4 X 2 SuperCab	200 w/days	3yr/60,000 km - powertrain	\$137,345.00	Meets Specifications
Two (2) 3/4-Ton Flatbeds					
Commercial Truck Equipment Corp. Woodstock, ON.	2023 FORD F350	240 w/days	3yr/60,000 km - powertrain	\$225,844.00	Meets Specifications
Three (3) 4-Door 1-Ton Dump Trucks					
Commercial Truck Equipment Corp. Woodstock, ON.	2023 FORD F450 CrewCab	260 w/days	3yr/60,000 km - powertrain	\$396,846.00	Meets Specifications

Note: The quoted pricing, meeting specifications, is supplied above.

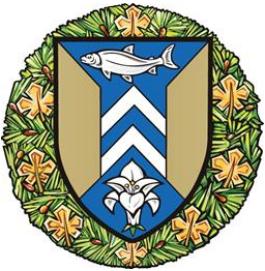
Although only one bid was received, it is deemed fair and equitable.

The total cost to the City will be \$970,795 including the non-rebatable portion of the HST

Vendor disclaimer: the chassis expense is subject to change between now and execution of contract from manufacturer, and will be transparent with final chassis pricing if changes

It is my recommendation that the prices, submitted by Commercial Truck Equipment Corp., 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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Digital Bid Posting Solution – Budget Request Purchasing

Purpose

This report is seeking Council approval for an approved capital project to obtain a Digital Bid Posting Solution within the Purchasing Department.

Background

Purchasing is reviewing opportunities for advancing its bid posting process extending audience reach, increasing efficiencies and improving compliant responses.

Some current limitations in publication of procurement opportunities include outreach – relying on potential additional vendors to monitor website posting; and vendor database (internal) unavailable for vendor self maintenance and updates. Additionally, the solicitation process seeks efficiencies. Manual process stages add time and attention in monitoring to ensure a secure and reliable process is applied.

Analysis

City staff are currently exploring the opportunity for a digital bid posting solution to address concerns that have been identified.

The primary goal is to improve the outreach of potential bidders to receive more bids, improve efficiencies through eProcurement processes and improve compliant response submissions.

Program options available include City-paid or supplier-paid models. For initialization of the program, it is recommended to use the City-paid model thus supporting the draw of increasing bid responses, with the intent to transition to vendor pay model within year 2 or 3.

A digital bid posting solution will provide an efficient method of facilitating the public bidding process benefiting both the City and its suppliers.

Digital Bid Posting Solution – Budget Request Purchasing

May 29, 2023

Page 2.

With approval of funding, a solution will be sourced and selected at staff levels as applicable under procurement policy.

Financial Implications

Based on preliminary review of solutions, budgetary cost in a City-pay model for a standard package is estimated \$14,000 annually (including non-rebateable HST).

Initial implementation, year 1 of the program is requested to be funded through 2023 Capital IT Computer Software Reserve which has adequate uncommitted funds available to support this opportunity.

Ongoing annual service costs will be funded through the approved budgets from IT's Operating Accounts moving forward until such time that City determines to transition to vendor-pay model.

Strategic Plan / Policy Impact / Climate Impact

This recommendation supports the Service Delivery focus area of the Corporate Strategic Plan by eliminating barriers to business and streamlining processes; implementing digital strategy, and delivering customer service.

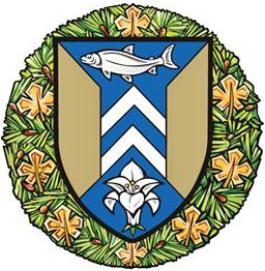
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning Budget Request for Digital Bid Posting Solution be received and that the project be approved with funding from 2023 Capital IT Reserve on initial purchase and through IT operating accounts for approved ongoing annual services.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759-5298
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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Northern Community Centre Twin Pad Electric Ice Resurfacer

Purpose

Attached for your information and consideration is a request to purchase an additional electric ice resurfacer (EV) for the expanded Northern Community Centre Twin Pad arena, as required by the Arenas Division of Community Development and Enterprise Services.

Background

At the Council meeting dated November 29, 2021 a report of the Sustainability Coordinator and the Director of Community Services – Community Development and Enterprise Services (CDES) was received as information, outlining the opportunities associated with incorporating an Electric Ice Resurfacer and associated charging infrastructure at the NCC Twin Pad Arena. The report outlined some of the anticipated emissions and cost savings opportunities from a fuel consumption and maintenance perspective, helping to reduce greenhouse gas emissions and improve air quality in the arena.

An initial Electric Ice Resurfacer for the NCC Twin Pad Arena was procured early in 2022.

At a Council meeting dated January 31, 2022 the following resolution was passed.

Resolved that the report of the Manager of Purchasing dated January 31, 2022 received and that the proposal for the supply and delivery of One Electric Ice Resurfacer (Zamboni) as requested for the NCC Twin Pad Arena, be awarded to Zamboni Canada Ltd., at their pricing of \$158,507.75 plus HST, as required by the Arenas Division – CDES.

This unit, Zamboni 552AC Li with 600V charger and customized accessories to facilitate arena requirements is expected to arrive by May 8, 2023.

Analysis

As part of the EV Ice Resurfacer replacement plan an excellent opportunity exists, to utilize remaining available approved project contingency funds within the Twin

Northern Community Centre Twin Pad Electronic Ice Resurfacer

May 29, 2023

Page 2.

Pad Expansion – NCC project budget to purchase a second EV unit to support this facility. Staff are recommending purchasing the same Zamboni 552AC Li unit with 600V charger. The new Twin Pad would then be fully supported by two (2) EV units with supporting charging infrastructure, and also ensure consistency for services and repair parts at one location. This facility would truly be green infrastructure in terms of having LED lighting, a full heat recovery unit, and EV ice resurfacers.

Further, staff are recommending the reallocation of funds from available Project Contingency to Furniture, Fixtures and Equipment (FFE) Funding to cover the acquisition.

A competitive bid process for suppliers RFP#1210320 - Ice Rink and Arena Equipment was conducted through the LAS/Canoe Procurement Group whereby Zamboni Company Ltd., is the awarded provider of Ice Resurfacer Equipment, Contract #120320-FZC. Since 2020, Canoe has received orders for and delivered a number of electric ice resurfacers within Ontario through their LAS partnership.

City Staff have reviewed the 2023 pricing provided by Zamboni Company Ltd., Brantford ON, and are satisfied that it is fair and equitable, being within market increase rates. Additionally, the pricing reflects the advantages of leveraging the buying power through LAS/Canoe with an applied 3% discount. Lead-time for equipment can be up to 500 days. By leveraging this opportunity, production can begin immediately.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted, and participation is in the best interest of the City

Financial Implications

The proposed fee including the applied 3% discount, will result in a total expenditure of \$166,220, HST being fully rebatable.

Finance has confirmed there is sufficient funding remaining within the Project Contingency for reallocation to FFE to accommodate this purchase.

The NCC Twin Pad Arena project is substantially complete. Project Contingency will have a remaining balance of \$265,897 available for remaining completion costs.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways.

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.

Northern Community Centre Twin Pad Electronic Ice Resurfacer

May 29, 2023

Page 3.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

Relating to Climate Impact, purchase of EV unit contributes to the reduction of emissions and aligns with the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, which recommends supporting electrification infrastructure opportunities, including infrastructure.

Recommendation

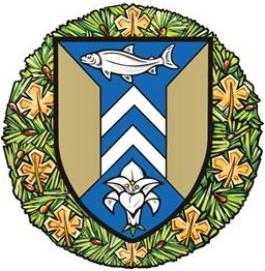
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated May 29, 2023 concerning supply and delivery of one (1) electric ice resurfacer (Zamboni) as required by Arenas Division – CDES be received and that the purchase from Zamboni Canada Ltd., at the quoted amount of \$166,220 plus HST, be approved;

Further that the reallocation of funds from available Project Contingency to Furniture, Fixture and Equipment Funding to cover the acquisition be approved.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759-5298
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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Facey, Manager of Finance
DEPARTMENT: Corporate Services
RE: First Quarter Financial Report – March 31, 2023

Purpose

The purpose of this report is to provide Council the first quarter financial report for 2023.

Background

Council reviews unaudited financial reports on a quarterly basis.

Analysis

The first quarter financial results are presented for Council's information. Seeing that this information represents actual expenditures for January to March, the results are not indicating any significant financial variances at this time. Departments are generally trending on budget, which is evident in Appendix A.

One area where staff consistently review expenditure trends is in winter control. Based on the first three months of 2023, snow removal is expected to be over budget, however, this is currently being offset by under expenditures in other activities. It is difficult to project where winter control will impact the 2023 year-end financial position and staff will continue to update Council in future quarterly reports.

An additional item for Council's information is the increase to minimum wage starting October 1, 2023. This will not only affect 2023 year-end but this will also impact the 2024 budget. This increase of \$1.05 per hour equates to approximately \$40,000 for the fourth quarter. This is a rough estimate, as it does not include potential impacts of compression.

Themes from 2022 will continue to be monitored and brought to Council's attention if they continue to pressure the organization. These include fuel prices, supply chain interruptions, inflation, and labour shortages and gapping.

From an assessment growth perspective, the first quarter represents a net decline of 0.01% as highlighted in Appendix B. The presentation of this information will change slightly starting in 2023. For Council's information, we have included the

estimated impact of assessment growth as the increase or decrease does not have a dollar for dollar impact to the City. For the first quarter of 2023, the financial impact of the slight decline in assessment is approximately decrease of \$37,000 and this information will ultimately impact 2024 tax rates and ratios. When looking at year over year data, building permits value \$27 million in the first three months of 2023 compared to \$79.1 million in 2022.

A summary of the 2023 Capital budget is also included for Council's information in Appendix C. This data reflects an actual expenditure and commitment of 8.5% of the 2023 Capital Budget.

Financial Implications

The intent of the quarterly financial reports to Council is to provide actual expenditures, both operating and capital, for the given period of time. Staff, if able to do so, also try to provide Council a projected position at the end of the year.

With the limited information, it is very difficult to forecast this year-end position; however, staff will include additional information in future reports.

Strategic Plan / Policy Impact / Climate Impact

This financial reporting is not an activity directly related to the strategic plan or climate action plan.

Recommendation

It is therefore recommended that Council take the following action:

That the report of the Manager of Finance dated May 29, 2023 concerning First Quarter Financial Report to March 31, 2023 be received as information.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@cityssm.on.ca

City of Sault Ste. Marie - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Taxation	(\$64,537,568.68)	(\$136,832,579.00)	(\$72,295,010.32)	52.83%	(\$61,773,892.43)	(\$131,033,783.12)	(\$130,256,397.01)	52.58%
Payment in lieu of taxes	(\$542,733.90)	(\$4,573,680.00)	(\$4,030,946.10)	88.13%	(\$533,775.65)	(\$4,578,570.06)	(\$4,501,741.00)	88.14%
Fees and user charges	(\$9,041,979.97)	(\$30,517,261.00)	(\$21,475,281.03)	70.37%	(\$7,203,570.03)	(\$30,478,816.17)	(\$28,924,536.25)	75.10%
Government grants	(\$5,846,409.91)	(\$20,330,845.00)	(\$14,484,435.09)	71.24%	(\$5,907,792.87)	(\$22,202,229.52)	(\$19,443,963.00)	69.62%
Interest and investment income	(\$1,076,390.26)	(\$4,780,000.00)	(\$3,703,609.74)	77.48%	(\$724,764.07)	(\$4,463,016.04)	(\$4,320,000.00)	83.22%
Contribution from own funds			(\$2,125,143.00)	100.00%	(\$102,476.40)	(\$2,318,967.37)	(\$1,697,143.75)	93.96%
Other income	(\$622,395.81)	(\$2,962,354.00)	(\$2,339,958.19)	78.99%	(\$171,314.62)	(\$3,626,905.33)	(\$2,875,986.85)	94.04%
Change in future employee benefits			\$0.00	0.00%		\$1,695,562.99		0.00%
	(\$81,667,478.53)	(\$202,121,862.00)	(\$120,454,383.47)	59.59%	(\$76,417,586.07)	(\$197,006,724.62)	(\$192,019,767.86)	60.20%
EXPENDITURES								
Salaries	\$10,591,362.76	\$51,624,164.00	\$41,032,801.24	79.48%	\$10,571,597.91	\$50,855,522.57	\$51,325,347.97	79.40%
Benefits	\$3,403,367.47	\$15,435,563.00	\$12,032,195.53	77.95%	\$3,286,748.76	\$12,185,947.36	\$14,385,939.65	77.15%
TOTAL SALARIES/BENEFITS	\$13,994,730.23	\$67,059,727.00	\$53,064,996.77	79.13%	\$13,858,346.67	\$63,041,469.93	\$65,711,287.62	78.91%
Travel and training	\$106,272.06	\$572,357.00	\$466,084.94	81.43%	\$31,465.19	\$294,324.14	\$543,499.12	94.21%
Vehicle allowance, maintenance and repairs	\$1,569,272.58	\$3,765,223.00	\$2,195,950.42	58.32%	\$1,170,048.74	\$4,841,626.62	\$3,570,669.20	67.23%
Utilities and fuel	\$2,637,381.26	\$11,715,586.00	\$9,078,204.74	77.49%	\$2,523,092.96	\$10,697,703.60	\$10,891,632.82	76.83%
Materials and supplies	\$1,709,665.86	\$6,452,127.00	\$4,742,461.14	73.50%	\$1,190,419.01	\$6,344,752.33	\$5,303,684.32	77.55%
Maintenance and repairs	\$838,932.25	\$2,737,886.00	\$1,898,953.75	69.36%	\$772,632.69	\$2,754,598.00	\$2,643,590.00	70.77%
Program expenses	\$245,480.30	\$916,195.00	\$670,714.70	73.21%	\$222,419.66	\$936,393.32	\$933,328.21	76.17%
Goods for resale	\$183,846.28	\$641,171.00	\$457,324.72	71.33%	\$52,285.63	\$529,753.54	\$556,996.00	90.61%
Rents and leases	\$58,185.66	\$172,557.00	\$114,371.34	66.28%	\$80,417.58	\$352,026.17	\$307,557.00	73.85%
Taxes and licenses	\$126,545.50	\$2,552,803.00	\$2,426,257.50	95.04%	\$111,744.21	\$2,117,628.29	\$2,311,660.00	95.17%
Financial expenses	\$790,879.33	\$2,597,621.00	\$1,806,741.67	69.55%	\$483,288.72	\$1,595,373.00	\$2,699,071.37	82.09%
Purchased and contracted services	\$1,918,741.22	\$11,060,089.00	\$9,141,347.78	82.65%	\$2,111,579.99	\$10,762,833.41	\$10,325,103.46	79.55%
Grants to others	\$13,155,765.01	\$61,384,243.00	\$48,228,477.99	78.57%	\$15,002,313.50	\$58,744,868.61	\$58,973,187.94	74.56%
Long term debt		\$1,866,135.00	\$1,866,135.00	100.00%	\$17,765.19	\$955,237.25	\$1,502,314.00	98.82%
Transfer to own funds	\$1,261,674.10	\$28,482,578.00	\$27,220,903.90	95.57%	\$353,711.00	\$27,670,308.58	\$25,650,323.56	98.62%
Capital expense	\$140,448.52	\$400,694.00	\$260,245.48	64.95%	\$43,781.59	\$369,100.34	\$350,993.24	87.53%
Less: recoverable costs	(\$44,294.39)	(\$255,130.00)	(\$210,835.61)	82.64%	(\$60,371.59)	(\$336,161.53)	(\$255,130.00)	76.34%
TOTAL OTHER EXPENSES	\$24,698,795.54	\$135,062,135.00	\$110,363,339.46	81.71%	\$24,106,594.07	\$128,630,365.67	\$126,308,480.24	80.91%
	\$38,693,525.77	\$202,121,862.00	\$163,428,336.23	80.86%				
NET (REVENUE)/EXPENDITURE	(\$42,973,952.76)	\$0.00	\$42,973,952.76		(\$38,452,645.33)	(\$5,334,889.02)	\$0.00	
DEPARTMENTAL EXPENDITURE								
Mayor and Council	149,343.85	738,059.00	588,715.15	80%				
Chief Administrative Officer	87,883.71	409,995.00	322,111.29	79%				
Corporate Services	1,435,191.58	6,990,864.00	5,555,672.42	79%				
Legal	658,050.63	5,065,287.00	4,407,236.37	87%				
Fire Services	3,238,345.46	15,720,623.00	12,482,277.54	79%				
Public Works and Engineering	8,914,880.18	45,735,130.00	36,820,249.82	81%				
Community Development and Enterprise	2,655,167.12	19,534,365.00	16,879,197.88	86%				
Levy Board	5,616,297.86	23,509,890.00	17,893,592.14	76%				
Outside Agencies	7,464,594.59	38,240,853.00	30,776,258.41	80%				
Corporate	(73,193,707.74)	(165,003,405.00)	(91,809,697.26)	56%				
Capital and Debt	-	9,058,339.00	9,058,339.00	100%				

CAO's Office - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
EXPENDITURES								
Salaries	\$63,676.76	\$309,986.00	\$246,309.24	79.46%	\$62,512.80	\$322,050.80	\$317,771.03	80.33%
Benefits	\$18,999.89	\$77,478.00	\$58,478.11	75.48%	\$18,528.27	\$77,835.46	\$72,564.31	74.47%
TOTAL SALARIES/BENEFITS	\$82,676.65	\$387,464.00	\$304,787.35	78.66%	\$81,041.07	\$399,886.26	\$390,335.34	79.24%
Travel and training	\$1,830.66	\$4,260.00	\$2,429.34	57.03%		\$4,760.65	\$4,260.00	100.00%
Vehicle allowance, maintenance and repairs	\$922.36	\$4,500.00	\$3,577.64	79.50%	\$862.82	\$4,688.79	\$4,500.00	80.83%
Materials and supplies	\$2,454.04	\$13,591.00	\$11,136.96	81.94%	\$1,272.39	\$9,579.38	\$14,120.00	90.99%
Purchased and contracted services		\$30.00	\$30.00	100.00%		\$41,772.49	\$30.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%			\$150.00	100.00%
TOTAL OTHER EXPENSES	\$5,207.06	\$22,531.00	\$17,323.94	76.89%	\$2,135.21	\$60,801.31	\$23,060.00	90.74%
NET (REVENUE)/EXPENDITURE	\$87,883.71	\$409,995.00	\$322,111.29	78.56%	\$83,176.28	\$460,687.57	\$413,395.34	79.88%

Mayor & Council - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: March	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		75.0			2022	YTD 2022
REVENUE								
Other income			\$0.00	0.00%				
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$450.00)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$99,917.34	\$497,764.00	\$397,846.66	79.93%	\$103,974.16	\$453,891.69	\$490,477.46	78.80%
Benefits	\$15,734.84	\$82,524.00	\$66,789.16	80.93%	\$17,610.18	\$75,285.48	\$71,211.42	75.27%
TOTAL SALARIES/BENEFITS	\$115,652.18	\$580,288.00	\$464,635.82	80.07%	\$121,584.34	\$529,177.17	\$561,688.88	78.35%
Travel and training	\$475.00	\$20,000.00	\$19,525.00	97.63%	\$452.00	\$14,492.40	\$15,500.00	97.08%
Vehicle allowance, maintenance and repairs	\$7,556.15	\$35,675.00	\$28,118.85	78.82%	\$7,266.42	\$30,995.80	\$35,675.00	79.63%
Materials and supplies	\$24,429.51	\$64,996.00	\$40,566.49	62.41%	\$41,513.66	\$64,456.72	\$62,910.00	34.01%
Purchased and contracted services	\$1,231.01	\$2,100.00	\$868.99	41.38%	(\$13.32)	(\$14.75)	\$2,100.00	100.63%
Grants to others		\$35,000.00	\$35,000.00	100.00%		\$5,130.00	\$35,000.00	100.00%
TOTAL OTHER EXPENSES	\$33,691.67	\$157,771.00	\$124,079.33	78.65%	\$49,218.76	\$115,060.17	\$151,185.00	67.44%
	\$149,343.85	\$738,059.00	\$588,715.15	79.77%	\$170,803.10	\$644,237.34	\$712,873.88	76.04%
NET (REVENUE)/EXPENDITURE	\$149,343.85	\$738,059.00	\$588,715.15	79.77%	\$170,803.10	\$643,787.34	\$712,873.88	76.04%

Corporate Services - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: March	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		75.0			2022	YTD 2022
REVENUE								
Fees and user charges	(\$30,446.75)	(\$121,840.00)	(\$91,393.25)	75.01%	(\$24,239.40)	(\$133,483.17)	(\$119,786.00)	79.76%
Government grants			\$0.00	0.00%		(\$10,053.75)		0.00%
Contribution from own funds		(\$50,000.00)	(\$50,000.00)	100.00%		(\$211,903.67)	(\$282,000.00)	100.00%
Other income	(\$46,158.36)	(\$119,317.00)	(\$73,158.64)	61.31%	(\$31,850.02)	(\$210,828.60)	(\$178,782.00)	82.18%
	(\$76,605.11)	(\$291,157.00)	(\$214,551.89)	73.69%	(\$56,089.42)	(\$566,269.19)	(\$580,568.00)	90.34%
EXPENDITURES								
Salaries	\$734,971.92	\$3,847,123.00	\$3,112,151.08	80.90%	\$724,276.61	\$3,699,320.16	\$4,047,102.96	82.10%
Benefits	\$213,509.59	\$1,043,257.00	\$829,747.41	79.53%	\$210,979.67	\$919,317.00	\$972,566.96	78.31%
TOTAL SALARIES/BENEFITS	\$948,481.51	\$4,890,380.00	\$3,941,898.49	80.61%	\$935,256.28	\$4,618,637.16	\$5,019,669.92	81.37%
Travel and training	\$5,661.17	\$19,564.00	\$13,902.83	71.06%	\$2,857.91	\$20,787.10	\$19,564.00	85.39%
Vehicle allowance, maintenance and repairs		\$620.00	\$620.00	100.00%	\$23.32	\$302.85	\$620.00	96.24%
Materials and supplies	\$80,538.99	\$295,519.00	\$214,980.01	72.75%	\$52,724.85	\$42,469.96	\$71,248.00	26.00%
Maintenance and repairs	\$355,475.24	\$1,004,660.00	\$649,184.76	64.62%	\$317,841.89	\$852,138.60	\$939,092.00	66.15%
Goods for resale		\$19,200.00	\$19,200.00	100.00%		\$19,200.00	\$19,200.00	100.00%
Rents and leases	\$19,392.05	\$3,000.00	(\$16,392.05)	(546.40%)	\$40,817.55	\$180,001.81	\$138,000.00	70.42%
Financial expenses	(\$48,387.02)	\$60,500.00	\$108,887.02	179.98%	\$4,540.83	\$58,905.04	\$60,750.00	92.53%
Purchased and contracted services	\$73,430.43	\$795,728.00	\$722,297.57	90.77%	\$140,030.58	\$750,627.20	\$730,621.74	80.83%
Grants to others		\$2,000.00	\$2,000.00	100.00%		\$883.54	\$2,000.00	100.00%
Transfer to own funds		\$85,000.00	\$85,000.00	100.00%		\$273,428.82		0.00%
Capital expense	\$77,204.32	\$105,850.00	\$28,645.68	27.06%	\$4,309.53	\$89,157.65	\$105,350.00	95.91%
TOTAL OTHER EXPENSES	\$563,315.18	\$2,391,641.00	\$1,828,325.82	76.45%	\$563,146.46	\$2,287,902.57	\$2,086,445.74	73.01%
	\$1,511,796.69	\$7,282,021.00	\$5,770,224.31	79.24%	\$1,498,402.74	\$6,906,539.73	\$7,106,115.66	78.91%
NET (REVENUE)/EXPENDITURE	\$1,435,191.58	\$6,990,864.00	\$5,555,672.42	79.47%	\$1,442,313.32	\$6,340,270.54	\$6,525,547.66	77.90%
IT	773,034.98	3,170,068.00	2,397,033.02	75.61%				
Finance	453,206.43	2,654,684.00	2,201,477.57	82.93%				
Clerk's	208,950.17	1,166,112.00	957,161.83	82.08%				

Legal Department - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$396,936.68)	(\$1,535,037.00)	(\$1,138,100.32)	74.14%	(\$428,564.01)	(\$1,031,234.15)	(\$1,527,069.00)	71.94%
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%	(\$2,375.32)	(\$6,477.07)	(\$1,540.00)	(54.24%)
Interest and investment income	(\$526.49)		\$526.49	0.00%	(\$79.84)	(\$7,941.95)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$15,664.43)		0.00%
	(\$397,463.17)	(\$1,536,577.00)	(\$1,139,113.83)	74.13%	(\$431,019.17)	(\$1,061,317.60)	(\$1,528,609.00)	71.80%
EXPENDITURES								
Salaries	\$469,771.92	\$2,091,978.00	\$1,622,206.08	77.54%	\$397,835.79	\$1,937,410.77	\$2,101,697.16	81.07%
Benefits	\$360,865.01	\$1,321,950.00	\$961,084.99	72.70%	\$325,989.71	\$1,155,766.66	\$1,231,481.15	73.53%
TOTAL SALARIES/BENEFITS	\$830,636.93	\$3,413,928.00	\$2,583,291.07	75.67%	\$723,825.50	\$3,093,177.43	\$3,333,178.31	78.28%
Travel and training	\$7,542.84	\$106,306.00	\$98,763.16	92.90%	\$46.13	\$38,913.62	\$137,305.00	99.97%
Vehicle allowance, maintenance and repairs	\$52.51	\$300.00	\$247.49	82.50%			\$550.00	100.00%
Materials and supplies	\$29,019.08	\$116,934.00	\$87,914.92	75.18%	\$19,272.67	\$97,828.90	\$119,680.00	83.90%
Maintenance and repairs	\$834.38	\$5,389.00	\$4,554.62	84.52%	\$579.93	\$3,249.95	\$5,270.00	89.00%
Rents and leases	\$15,137.47	\$79,302.00	\$64,164.53	80.91%	\$15,308.91	\$73,213.13	\$79,302.00	80.70%
Taxes and licenses	\$114,822.98	\$2,289,098.00	\$2,174,275.02	94.98%	\$103,402.69	\$1,813,020.82	\$2,052,955.00	94.96%
Purchased and contracted services	\$54,060.94	\$562,207.00	\$508,146.06	90.38%	\$88,802.26	\$562,940.28	\$562,207.00	84.20%
Capital expense	\$3,406.67	\$28,400.00	\$24,993.33	88.00%	\$1,551.30	\$11,449.59	\$26,400.00	94.12%
TOTAL OTHER EXPENSES	\$224,876.87	\$3,187,936.00	\$2,963,059.13	92.95%	\$228,963.89	\$2,600,616.29	\$2,983,669.00	92.33%
	\$1,055,513.80	\$6,601,864.00	\$5,546,350.20	84.01%	\$952,789.39	\$5,693,793.72	\$6,316,847.31	84.92%
NET (REVENUE)/EXPENDITURE	\$658,050.63	\$5,065,287.00	\$4,407,236.37	87.01%	\$521,770.22	\$4,632,476.12	\$4,788,238.31	89.10%

Fire Services - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$350,133.18)	(\$802,615.00)	(\$452,481.82)	56.38%	(\$56,343.10)	(\$566,650.68)	(\$493,803.00)	88.59%
Other income	(\$652.34)	(\$3,375.00)	(\$2,722.66)	80.67%	(\$812.92)	(\$8,958.47)	(\$3,000.00)	72.90%
	(\$350,785.52)	(\$805,990.00)	(\$455,204.48)	56.48%	(\$57,156.02)	(\$575,609.15)	(\$496,803.00)	88.50%
EXPENDITURES								
Salaries	\$2,409,590.49	\$11,304,060.00	\$8,894,469.51	78.68%	\$2,373,672.65	\$11,859,346.89	\$10,833,853.93	78.09%
Benefits	\$821,124.62	\$3,644,939.00	\$2,823,814.38	77.47%	\$819,761.89	\$3,271,341.11	\$3,423,383.12	76.05%
TOTAL SALARIES/BENEFITS	\$3,230,715.11	\$14,948,999.00	\$11,718,283.89	78.39%	\$3,193,434.54	\$15,130,688.00	\$14,257,237.05	77.60%
Travel and training	\$30,377.15	\$121,220.00	\$90,842.85	74.94%	\$25,111.28	\$73,485.80	\$141,220.00	82.22%
Vehicle allowance, maintenance and repairs	\$93,814.50	\$220,100.00	\$126,285.50	57.38%	\$55,847.99	\$332,289.55	\$162,440.00	65.62%
Utilities and fuel	\$63,422.67	\$337,000.00	\$273,577.33	81.18%	\$63,068.78	\$228,304.82	\$249,100.00	74.68%
Materials and supplies	\$96,604.83	\$285,920.00	\$189,315.17	66.21%	(\$11,403.04)	\$90,145.59	\$129,200.00	108.83%
Maintenance and repairs	\$51,995.53	\$150,319.00	\$98,323.47	65.41%	\$56,819.04	\$189,328.77	\$143,789.00	60.48%
Financial expenses	\$641.99	\$2,500.00	\$1,858.01	74.32%	\$538.01	\$4,213.79	\$2,500.00	78.48%
Purchased and contracted services	\$1,268.56	\$19,300.00	\$18,031.44	93.43%	\$1,097.31	\$20,971.54	\$18,200.00	93.97%
Transfer to own funds		\$380,689.00	\$380,689.00	100.00%		\$340,725.47	\$312,150.60	100.00%
Capital expense	\$20,290.64	\$60,566.00	\$40,275.36	66.50%	\$8,001.08	\$56,917.11	\$60,566.00	86.79%
TOTAL OTHER EXPENSES	\$358,415.87	\$1,577,614.00	\$1,219,198.13	77.28%	\$199,080.45	\$1,336,382.44	\$1,219,165.60	83.67%
	\$3,589,130.98	\$16,526,613.00	\$12,937,482.02	78.28%	\$3,392,514.99	\$16,467,070.44	\$15,476,402.65	78.08%
NET (REVENUE)/EXPENDITURE	\$3,238,345.46	\$15,720,623.00	\$12,482,277.54	79.40%	\$3,335,358.97	\$15,891,461.29	\$14,979,599.65	77.73%

Public Works & Engineering - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: March	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		75.0			2022	YTD 2022
REVENUE								
Fees and user charges	(\$690,784.94)	(\$3,683,547.00)	(\$2,992,762.06)	81.25%	(\$924,341.03)	(\$5,234,632.68)	(\$3,647,515.18)	74.66%
Government grants	(\$882,919.35)	(\$743,424.00)	\$139,495.35	(18.76%)	(\$2,278.84)	(\$1,026,689.83)	(\$737,429.00)	99.69%
Contribution from own funds		(\$165,878.00)	(\$165,878.00)	100.00%		(\$2,960.13)	(\$5,000.00)	100.00%
Other income	(\$261,152.08)	(\$90,000.00)	\$171,152.08	(190.17%)	(\$25,020.31)	(\$220,549.47)	(\$75,000.00)	66.64%
	(\$1,834,856.37)	(\$4,682,849.00)	(\$2,847,992.63)	60.82%	(\$951,640.18)	(\$6,484,832.11)	(\$4,464,944.18)	78.69%
EXPENDITURES								
Salaries	\$3,885,531.85	\$18,970,390.00	\$15,084,858.15	79.52%	\$4,184,548.20	\$18,775,774.88	\$19,065,053.55	78.05%
Benefits	\$1,096,554.27	\$5,385,469.00	\$4,288,914.73	79.64%	\$1,131,991.26	\$4,833,783.18	\$5,072,628.21	77.68%
TOTAL SALARIES/BENEFITS	\$4,982,086.12	\$24,355,859.00	\$19,373,772.88	79.54%	\$5,316,539.46	\$23,609,558.06	\$24,137,681.76	77.97%
Travel and training	\$31,907.59	\$114,440.00	\$82,532.41	72.12%	\$1,414.70	\$90,091.67	\$114,143.12	98.76%
Vehicle allowance, maintenance and repairs	\$1,160,755.74	\$2,413,810.00	\$1,253,054.26	51.91%	\$843,501.25	\$3,291,916.39	\$2,322,139.20	63.68%
Utilities and fuel	\$1,557,646.98	\$7,508,296.00	\$5,950,649.02	79.25%	\$1,685,448.40	\$6,982,093.19	\$7,449,096.94	77.37%
Materials and supplies	\$1,114,474.96	\$3,994,167.00	\$2,879,692.04	72.10%	\$936,864.61	\$4,149,007.57	\$3,453,647.32	72.87%
Maintenance and repairs	\$36,202.68	\$233,400.00	\$197,197.32	84.49%	\$34,611.94	\$211,717.11	\$230,400.00	84.98%
Taxes and licenses	\$10,453.82	\$90,455.00	\$80,001.18	88.44%	\$8,020.52	\$87,606.68	\$85,455.00	90.61%
Financial expenses	\$1,923.36	\$6,428.00	\$4,504.64	70.08%	\$1,000.56	\$13,067.73	\$5,528.36	81.90%
Purchased and contracted services	\$1,311,590.32	\$7,476,266.00	\$6,164,675.68	82.46%	\$1,462,666.66	\$7,555,848.48	\$7,350,252.50	80.10%
Transfer to own funds	\$574,949.94	\$4,342,829.00	\$3,767,879.06	86.76%	\$353,711.00	\$5,795,009.92	\$4,511,042.36	92.16%
Capital expense	\$12,039.43	\$137,159.00	\$125,119.57	91.22%	\$1,892.73	\$86,049.06	\$97,758.36	98.06%
Less: recoverable costs	(\$44,294.39)	(\$255,130.00)	(\$210,835.61)	82.64%	(\$60,371.59)	(\$336,161.53)	(\$255,130.00)	76.34%
TOTAL OTHER EXPENSES	\$5,767,650.43	\$26,062,120.00	\$20,294,469.57	77.87%	\$5,268,760.78	\$27,926,246.27	\$25,364,333.16	79.23%
	\$10,749,736.55	\$50,417,979.00	\$39,668,242.45	78.68%	\$10,585,300.24	\$51,535,804.33	\$49,502,014.92	78.62%
NET (REVENUE)/EXPENDITURE	\$8,914,880.18	\$45,735,130.00	\$36,820,249.82	80.51%	\$9,633,660.06	\$45,050,972.22	\$45,037,070.74	78.61%
Public Works	7,578,875.86	32,619,619.00	25,040,743.14	76.77%				
Engineering	1,336,004.32	13,115,511.00	11,779,506.68	89.81%				

Public Works - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$427,216.88)	(\$2,337,007.00)	(\$1,909,790.12)	81.72%	(\$492,685.12)	(\$3,142,813.87)	(\$2,383,216.00)	79.33%
Government grants	(\$7,919.35)	(\$568,703.00)	(\$560,783.65)	98.61%	(\$2,278.84)	(\$936,257.69)	(\$705,269.00)	99.68%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$2,960.13)	(\$5,000.00)	100.00%
Other income	(\$261,152.08)	(\$90,000.00)	\$171,152.08	(190.17%)	(\$25,020.31)	(\$220,549.47)	(\$75,000.00)	66.64%
	(\$696,288.31)	(\$3,000,710.00)	(\$2,304,421.69)	76.80%	(\$519,984.27)	(\$4,302,581.16)	(\$3,168,485.00)	83.59%
EXPENDITURES								
Salaries	\$3,268,468.06	\$15,616,472.00	\$12,348,003.94	79.07%	\$3,567,364.29	\$15,732,842.10	\$15,863,502.25	77.51%
Benefits	\$924,043.36	\$4,505,969.00	\$3,581,925.64	79.49%	\$960,780.54	\$4,078,101.00	\$4,317,248.13	77.75%
TOTAL SALARIES/BENEFITS	\$4,192,511.42	\$20,122,441.00	\$15,929,929.58	79.16%	\$4,528,144.83	\$19,810,943.10	\$20,180,750.38	77.56%
Travel and training	\$21,889.64	\$88,990.00	\$67,100.36	75.40%	\$2,683.70	\$71,162.36	\$88,990.00	96.98%
Vehicle allowance, maintenance and repairs	\$1,158,025.25	\$2,383,958.00	\$1,225,932.75	51.42%	\$838,516.87	\$3,263,138.89	\$2,291,040.00	63.40%
Utilities and fuel	\$701,624.84	\$2,249,104.00	\$1,547,479.16	68.80%	\$708,947.09	\$2,368,215.05	\$1,851,409.54	61.71%
Materials and supplies	\$1,069,991.37	\$3,785,212.00	\$2,715,220.63	71.73%	\$900,727.52	\$3,838,134.98	\$3,226,353.00	72.08%
Taxes and licenses	\$10,453.82	\$90,455.00	\$80,001.18	88.44%	\$8,020.52	\$87,606.68	\$85,455.00	90.61%
Financial expenses	\$1,672.44	\$5,000.00	\$3,327.56	66.55%	\$1,694.56	\$12,643.03	\$5,000.00	66.11%
Purchased and contracted services	\$587,458.60	\$3,369,405.00	\$2,781,946.40	82.56%	\$538,380.21	\$3,713,202.77	\$3,451,589.00	84.40%
Transfer to own funds	\$574,949.94	\$3,704,294.00	\$3,129,344.06	84.48%	\$353,711.00	\$3,608,432.94	\$3,086,587.36	88.54%
Capital expense	\$881.24	\$76,600.00	\$75,718.76	98.85%	\$366.33	\$64,871.20	\$46,600.00	99.21%
Less: recoverable costs	(\$44,294.39)	(\$255,130.00)	(\$210,835.61)	82.64%	(\$60,371.59)	(\$336,161.53)	(\$255,130.00)	76.34%
TOTAL OTHER EXPENSES	\$4,082,652.75	\$15,497,888.00	\$11,415,235.25	73.66%	\$3,292,676.21	\$16,691,246.37	\$13,877,893.90	76.27%
	\$8,275,164.17	\$35,620,329.00	\$27,345,164.83	76.77%	\$7,820,821.04	\$36,502,189.47	\$34,058,644.28	77.04%
NET (REVENUE)/EXPENDITURE	\$7,578,875.86	\$32,619,619.00	\$25,040,743.14	76.77%	\$7,300,836.77	\$32,199,608.31	\$30,890,159.28	76.37%
Operations								
Winter Control: Roadways and Sidewalks	4,117,484.25	7,504,373.00	3,386,888.75	45%				
Sanitary Sewers	185,420.58	2,321,880.00	2,136,459.42	92%				
Storm Sewers	16,031.70	691,920.00	675,888.30	98%				
Roadways and Sidewalks	(1,273.38)	3,990,525.00	3,991,798.38	-244%				
Supervision and Overhead	602,658.56	3,281,305.00	2,678,646.44	82%				
Traffic & Communications	365,425.85	1,932,451.00	1,567,025.15	81%				
Carpentry	251,955.35	788,286.00	536,330.65	68%				
Administration	366,010.24	1,679,322.00	1,313,311.76	78%				
Buildings & Equipment	454,295.01	2,242,048.00	1,787,752.99	80%				
Waste Management	540,064.91	4,278,886.00	3,738,821.09	87%				
Parks	680,802.79	3,908,623.00	3,227,820.21	83%				

Engineering - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2022 Actual To: March	2022 Actual Year End	Budget	Percentage Budget-Rem
	Actual	2023		75.0			2022	YTD 2022
REVENUE								
Fees and user charges	(\$263,568.06)	(\$1,346,540.00)	(\$1,082,971.94)	80.43%	(\$431,655.91)	(\$2,091,818.81)	(\$1,264,299.18)	65.86%
Government grants	(\$875,000.00)	(\$174,721.00)	\$700,279.00	(400.80%)		(\$90,432.14)	(\$32,160.00)	100.00%
Contribution from own funds		(\$160,878.00)	(\$160,878.00)	100.00%				0.00%
	<u>(\$1,138,568.06)</u>	<u>(\$1,682,139.00)</u>	<u>(\$543,570.94)</u>	<u>32.31%</u>	<u>(\$431,655.91)</u>	<u>(\$2,182,250.95)</u>	<u>(\$1,296,459.18)</u>	<u>66.71%</u>
EXPENDITURES								
Salaries	\$617,063.79	\$3,353,918.00	\$2,736,854.21	81.60%	\$617,183.91	\$3,042,932.78	\$3,201,551.30	80.72%
Benefits	\$172,510.91	\$879,500.00	\$706,989.09	80.39%	\$171,210.72	\$755,682.18	\$755,380.08	77.33%
TOTAL SALARIES/BENEFITS	\$789,574.70	\$4,233,418.00	\$3,443,843.30	81.35%	\$788,394.63	\$3,798,614.96	\$3,956,931.38	80.08%
Travel and training	\$10,017.95	\$25,450.00	\$15,432.05	60.64%	(\$1,269.00)	\$18,929.31	\$25,153.12	105.05%
Vehicle allowance, maintenance and repairs	\$2,730.49	\$29,852.00	\$27,121.51	90.85%	\$4,984.38	\$28,777.50	\$31,099.20	83.97%
Utilities and fuel	\$856,022.14	\$5,259,192.00	\$4,403,169.86	83.72%	\$976,501.31	\$4,613,878.14	\$5,597,687.40	82.56%
Materials and supplies	\$44,483.59	\$208,955.00	\$164,471.41	78.71%	\$36,137.09	\$310,872.59	\$227,294.32	84.10%
Maintenance and repairs	\$36,202.68	\$233,400.00	\$197,197.32	84.49%	\$34,611.94	\$211,717.11	\$230,400.00	84.98%
Financial expenses	\$250.92	\$1,428.00	\$1,177.08	82.43%	(\$694.00)	\$424.70	\$528.36	231.35%
Purchased and contracted services	\$724,131.72	\$4,106,861.00	\$3,382,729.28	82.37%	\$924,286.45	\$3,842,645.71	\$3,898,663.50	76.29%
Transfer to own funds		\$638,535.00	\$638,535.00	100.00%		\$2,186,576.98	\$1,424,455.00	100.00%
Capital expense	\$11,158.19	\$60,559.00	\$49,400.81	81.57%	\$1,526.40	\$21,177.86	\$51,158.36	97.02%
TOTAL OTHER EXPENSES	\$1,684,997.68	\$10,564,232.00	\$8,879,234.32	84.05%	\$1,976,084.57	\$11,234,999.90	\$11,486,439.26	82.80%
	<u>\$2,474,572.38</u>	<u>\$14,797,650.00</u>	<u>\$12,323,077.62</u>	<u>83.28%</u>	<u>\$2,764,479.20</u>	<u>\$15,033,614.86</u>	<u>\$15,443,370.64</u>	<u>82.10%</u>
NET (REVENUE)/EXPENDITURE	\$1,336,004.32	\$13,115,511.00	\$11,779,506.68	89.81%	\$2,332,823.29	\$12,851,363.91	\$14,146,911.46	83.51%

Community Development & Enterprise Services - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$3,570,053.58)	(\$8,681,283.00)	(\$5,111,229.42)	58.88%	(\$1,673,276.79)	(\$7,568,136.18)	(\$8,184,516.07)	79.56%
Government grants	(\$143,240.87)	(\$2,123,705.00)	(\$1,980,464.13)	93.26%	(\$1,205,973.02)	(\$3,641,603.18)	(\$1,666,196.00)	27.62%
Contribution from own funds		(\$609,265.00)	(\$609,265.00)	100.00%	(\$102,476.40)	(\$605,701.71)	(\$465,454.00)	77.98%
Other income	(\$156,415.00)	(\$249,662.00)	(\$93,247.00)	37.35%	(\$14,918.82)	(\$173,461.52)	(\$119,204.85)	87.48%
	(\$3,869,709.45)	(\$11,663,915.00)	(\$7,794,205.55)	66.82%	(\$2,996,645.03)	(\$11,988,902.59)	(\$10,435,370.92)	71.28%
EXPENDITURES								
Salaries	\$2,927,902.48	\$14,602,863.00	\$11,674,960.52	79.95%	\$2,724,845.98	\$13,621,063.20	\$14,469,391.88	81.17%
Benefits	\$749,924.56	\$3,879,946.00	\$3,130,021.44	80.67%	\$755,887.78	\$3,306,976.59	\$3,522,104.48	78.54%
TOTAL SALARIES/BENEFITS	\$3,677,827.04	\$18,482,809.00	\$14,804,981.96	80.10%	\$3,480,733.76	\$16,928,039.79	\$17,991,496.36	80.65%
Travel and training	\$28,477.65	\$186,567.00	\$158,089.35	84.74%	\$1,681.34	\$51,792.90	\$111,507.00	98.49%
Vehicle allowance, maintenance and repairs	\$306,171.32	\$1,090,218.00	\$784,046.68	71.92%	\$262,546.94	\$1,181,433.24	\$1,044,745.00	74.87%
Utilities and fuel	\$1,016,311.61	\$3,870,290.00	\$2,853,978.39	73.74%	\$774,575.78	\$3,487,305.59	\$3,193,435.88	75.74%
Materials and supplies	\$281,648.99	\$1,166,635.00	\$884,986.01	75.86%	\$132,568.18	\$1,123,358.33	\$932,001.00	85.78%
Maintenance and repairs	\$394,424.42	\$1,344,118.00	\$949,693.58	70.66%	\$362,779.89	\$1,498,163.57	\$1,325,039.00	72.62%
Program expenses	\$50,262.30	\$169,540.00	\$119,277.70	70.35%	\$17,689.21	\$172,630.08	\$169,540.03	89.57%
Goods for resale	\$183,846.28	\$621,971.00	\$438,124.72	70.44%	\$52,285.63	\$510,553.54	\$537,796.00	90.28%
Rents and leases	\$23,656.14	\$90,255.00	\$66,598.86	73.79%	\$24,291.12	\$98,811.23	\$90,255.00	73.09%
Taxes and licenses	\$1,268.70	\$173,250.00	\$171,981.30	99.27%	\$321.00	\$217,000.79	\$173,250.00	99.81%
Financial expenses	\$46,401.15	\$97,187.00	\$50,785.85	52.26%	\$28,056.69	\$172,785.44	\$99,287.01	71.74%
Purchased and contracted services	\$476,041.21	\$2,193,458.00	\$1,717,416.79	78.30%	\$418,428.76	\$1,825,313.25	\$1,650,692.22	74.65%
Grants to others	\$11,032.30	\$66,500.00	\$55,467.70	83.41%	\$3,381.54	\$228,288.79	\$66,500.00	94.91%
Transfer to own funds		\$1,576,913.00	\$1,576,913.00	100.00%		\$1,204,944.11	\$1,413,196.00	100.00%
Capital expense	\$27,507.46	\$68,569.00	\$41,061.54	59.88%	\$28,026.95	\$125,526.93	\$60,768.88	53.88%
TOTAL OTHER EXPENSES	\$2,847,049.53	\$12,715,471.00	\$9,868,421.47	77.61%	\$2,106,633.03	\$11,897,907.79	\$10,868,013.02	80.62%
	\$6,524,876.57	\$31,198,280.00	\$24,673,403.43	79.09%	\$5,587,366.79	\$28,825,947.58	\$28,859,509.38	80.64%
NET (REVENUE)/EXPENDITURE	\$2,655,167.12	\$19,534,365.00	\$16,879,197.88	86.41%	\$2,590,721.76	\$16,837,044.99	\$18,424,138.46	85.94%
 Community Centres								
Humane Society	167,406.00	656,554.00	489,148.00	74.50%				
LIP	(198,471.27)	-	198,471.27	0.00%				
Economic Development	(36,152.37)	731,678.00	767,830.37	104.94%				
Tourism and Community Developmer	213,379.97	946,146.00	732,766.03	77.45%				
Planning	225,132.56	995,184.00	770,051.44	77.38%				
Parking	(28,101.88)	211,770.00	239,871.88	113.27%				
Cemetery	(796,208.98)	416,913.00	1,213,121.98	290.98%				
Transit	2,200,284.67	8,418,868.00	6,218,583.33	73.86%				
School Guards	77,595.21	302,735.00	225,139.79	74.37%				
Recreation & Culture	198,923.30	1,899,288.00	1,700,364.70	89.53%				
Locks	18,547.39	37,554.00	19,006.61	50.61%				
John Rhodes Community Centre	182,972.48	1,652,061.00	1,469,088.52	88.92%				
McMeeken Centre/Twin Pad	18,405.12	258,548.00	240,142.88	92.88%				
Northern Community Centre	(38,856.79)	23,815.00	62,671.79	263.16%				
GFL Memorial Gardens	56,268.85	921,366.00	865,097.15	93.89%				
Outdoor Pools/Misc. Concessions	26,968.08	193,359.00	166,390.92	320.08%				
Facility Administration	170,359.76	815,251.00	644,891.24	79.10%				
Downtown Plaza	7,676.70	138,333.00	130,656.30	94.45%				
Downtown Ambassador Program	25,218.78	31,971.00	6,752.22	21.12%				
Mill Market	-	20,000.00	20,000.00	100.00%				
Administration	163,819.54	862,971.00	699,151.46	81.02%				



Levy Boards - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE				75.0				
EXPENDITURES								
Grants to others	\$5,616,297.86	\$23,509,890.00	\$17,893,592.14	76.11%	\$5,626,714.25	\$22,506,857.00	\$22,506,857.36	75.00%
TOTAL OTHER EXPENSES	\$5,616,297.86	\$23,509,890.00	\$17,893,592.14	76.11%	\$5,626,714.25	\$22,506,857.00	\$22,506,857.36	75.00%
	\$5,616,297.86	\$23,509,890.00	\$17,893,592.14	76.11%	\$5,626,714.25	\$22,506,857.00	\$22,506,857.36	75.00%
NET (REVENUE)/EXPENDITURE	\$5,616,297.86	\$23,509,890.00	\$17,893,592.14	76.11%	\$5,626,714.25	\$22,506,857.00	\$22,506,857.36	75.00%

Outside Agencies (Main) - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges	(\$68,086.70)	(\$130,000.00)	(\$61,913.30)	47.63%	(\$58,046.80)	(\$119,960.10)	(\$130,000.00)	55.35%
Government grants	(\$26,051.00)	(\$200,000.00)	(\$173,949.00)	86.97%	\$12,691.00	(\$195,679.00)	(\$200,000.00)	106.35%
Contribution from own funds			\$0.00	0.00%		(\$387,834.99)		0.00%
	(\$94,137.70)	(\$330,000.00)	(\$235,862.30)	71.47%	(\$45,355.80)	(\$703,474.09)	(\$330,000.00)	86.26%
EXPENDITURES								
Materials and supplies	\$30,297.44	\$220,000.00	\$189,702.56	86.23%	\$9,331.64	\$583,992.11	\$220,000.00	95.76%
Grants to others	\$7,528,434.85	\$37,770,853.00	\$30,242,418.15	80.07%	\$9,372,217.71	\$36,003,709.28	\$36,361,965.58	74.23%
Transfer to own funds		\$580,000.00	\$580,000.00	100.00%		\$698,034.97	\$580,000.00	100.00%
TOTAL OTHER EXPENSES	\$7,558,732.29	\$38,570,853.00	\$31,012,120.71	80.40%	\$9,381,549.35	\$37,285,736.36	\$37,161,965.58	74.75%
	\$7,558,732.29	\$38,570,853.00	\$31,012,120.71	80.40%	\$9,381,549.35	\$37,285,736.36	\$37,161,965.58	74.75%
NET (REVENUE)/EXPENDITURE	\$7,464,594.59	\$38,240,853.00	\$30,776,258.41	80.48%	\$9,336,193.55	\$36,582,262.27	\$36,831,965.58	74.65%

Corporate Financials - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Taxation	(\$64,537,568.68)	(\$136,832,579.00)	(\$72,295,010.32)	52.83%	(\$61,773,892.43)	(\$131,033,783.12)	(\$130,256,397.01)	52.58%
Payment in lieu of taxes	(\$542,733.90)	(\$4,573,680.00)	(\$4,030,946.10)	88.13%	(\$533,775.65)	(\$4,578,570.06)	(\$4,501,741.00)	88.14%
Fees and user charges	(\$3,935,538.14)	(\$15,562,939.00)	(\$11,627,400.86)	74.71%	(\$3,969,757.76)	(\$15,824,695.71)	(\$14,821,847.00)	73.22%
Government grants	(\$4,794,198.69)	(\$17,262,176.00)	(\$12,467,977.31)	72.23%	(\$4,709,856.69)	(\$17,321,726.69)	(\$16,838,798.00)	72.03%
Interest and investment income	(\$1,075,863.77)	(\$4,780,000.00)	(\$3,704,136.23)	77.49%	(\$724,684.23)	(\$4,455,074.09)	(\$4,320,000.00)	83.22%
Contribution from own funds		(\$1,300,000.00)	(\$1,300,000.00)	100.00%		(\$1,094,902.44)	(\$944,689.75)	100.00%
Other income	(\$158,018.03)	(\$2,500,000.00)	(\$2,341,981.97)	93.68%	(\$98,712.55)	(\$3,012,657.27)	(\$2,500,000.00)	96.05%
Change in future employee benefits			\$0.00	0.00%		\$1,695,562.99		0.00%
	(\$75,043,921.21)	(\$182,811,374.00)	(\$107,767,452.79)	58.95%	(\$71,810,679.31)	(\$175,625,846.39)	(\$174,183,472.76)	58.77%
EXPENDITURES								
Salaries			\$0.00	0.00%	(\$68.28)	\$186,664.18		0.00%
Benefits	\$126,654.69		(\$126,654.69)	0.00%	\$6,000.00	(\$1,454,358.12)	\$20,000.00	70.00%
TOTAL SALARIES/BENEFITS	\$126,654.69	\$0.00	(\$126,654.69)	0.00%	\$5,931.72	(\$1,267,693.94)	\$20,000.00	70.34%
Materials and supplies	\$50,198.02	\$294,365.00	\$244,166.98	82.95%	\$8,274.05	\$183,913.77	\$300,878.00	97.25%
Program expenses	\$195,218.00	\$746,655.00	\$551,437.00	73.85%	\$204,730.45	\$763,763.24	\$763,788.18	73.20%
Financial expenses	\$790,299.85	\$2,431,006.00	\$1,640,706.15	67.49%	\$449,152.63	\$1,346,401.00	\$2,531,006.00	82.25%
Purchased and contracted services	\$1,118.75	\$11,000.00	\$9,881.25	89.83%	\$567.74	\$5,374.92	\$11,000.00	94.84%
Grants to others			\$0.00	0.00%			\$865.00	100.00%
Transfer to own funds	\$686,724.16	\$14,324,943.00	\$13,638,218.84	95.21%		\$12,451,355.67	\$12,465,550.32	100.00%
TOTAL OTHER EXPENSES	\$1,723,558.78	\$17,807,969.00	\$16,084,410.22	90.32%	\$662,724.87	\$14,750,808.60	\$16,073,087.50	95.88%
	\$1,850,213.47	\$17,807,969.00	\$15,957,755.53	89.61%	\$668,656.59	\$13,483,114.66	\$16,093,087.50	95.85%
NET (REVENUE)/EXPENDITURE	(\$73,193,707.74)	(\$165,003,405.00)	(\$91,809,697.26)	55.64%	(\$71,142,022.72)	(\$162,142,731.73)	(\$158,090,385.26)	55.00%



Capital Levy & Debenture Debt - First Quarter Ended March 31, 2023

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2022	2022	Budget	Percentage
	Actual	2023		Budget-Rem	Actual To: March	Actual Year End	2022	Budget-Rem YTD 2022
REVENUE								
Fees and user charges			\$0.00	0.00%	(\$69,001.14)	(\$23.50)	\$0.00	0.00%
	\$0.00	\$0.00	\$0.00	0.00%	(\$69,001.14)	(\$23.50)	\$0.00	0.00%
EXPENDITURES								
Long term debt		\$1,866,135.00	\$1,866,135.00	100.00%	\$17,765.19	\$955,237.25	\$1,502,314.00	98.82%
Transfer to own funds		\$7,192,204.00	\$7,192,204.00	100.00%		\$6,906,809.62	\$6,368,384.28	100.00%
TOTAL OTHER EXPENSES	\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	\$17,765.19	\$7,862,046.87	\$7,870,698.28	99.77%
	\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	\$17,765.19	\$7,862,046.87	\$7,870,698.28	99.77%
NET (REVENUE)/EXPENDITURE	\$0.00	\$9,058,339.00	\$9,058,339.00	100.00%	(\$51,235.95)	\$7,862,023.37	\$7,870,698.28	100.65%

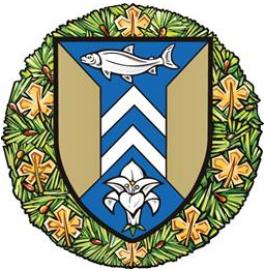
Appendix B

Net Assessment Growth to March 31, 2023

Class	2023 Total Assessment Based on Returned Roll		2023 Total Assessment to March 31, 2023		Difference Between Returned Roll and Year End		Difference Between Municipal Revenue and Year End	
	CVA	Municipal	CVA	Municipal			Municipal	
					\$	%	\$	%
Taxable								
Residential	5,631,920,816	83,759,719	5,631,855,716	83,758,745	-65,100	0.00%	-974	0.00%
New Multi-residential	17,434,000	282,194	17,434,000	282,194	0	0.00%	0	0.00%
Multi-residential	434,774,784	7,037,221	434,774,784	7,037,221	0	0.00%	0	0.00%
Com. Occupied	701,253,592	21,119,020	701,253,592	21,119,020	0	0.00%	0	0.00%
Com. Exc. Land	4,760,360	99,850	4,760,360	99,850	0	0.00%	0	0.00%
Shopping Occ.	142,269,506	4,554,566	142,269,506	4,554,566	0	0.00%	0	0.00%
Office Occupied	17,117,438	717,622	17,117,438	717,622	0	0.00%	0	0.00%
Parking/Vac. Land	24,393,400	543,367	24,393,400	543,367	0	0.00%	0	0.00%
Ind. Occupied	43,737,172	2,808,990	43,182,172	2,772,993	-555,000	-1.27%	-35,997	-1.28%
Ind. Exc. Land	1,015,900	42,301	1,015,900	42,301	0	0.00%	0	0.00%
Ind. Vac. Land	6,125,100	257,878	6,125,100	257,878	0	0.00%	0	0.00%
Large Ind. Occ.	60,165,200	6,930,617	60,165,200	6,930,617	0	0.00%	0	0.00%
Large Ind. Exc.	245,200	18,359	245,200	18,359	0	0.00%	0	0.00%
Pipelines	26,929,000	809,635	26,929,000	809,635	0	0.00%	0	0.00%
Farm	1,662,600	5,988	1,662,600	5,988	0	0.00%	0	0.00%
Managed Forests	2,704,400	9,730	2,704,400	9,730	0	0.00%	0	0.00%
Commercial Total Taxable	889,794,296	27,034,425	889,794,296	27,034,425	0	0.00%	0	0.00%
Industrial Total Taxable	111,288,572	10,058,146	110,733,572	10,022,149	-555,000	-0.50%	-35,997	-0.36%
Total Taxable	7,116,508,468	128,997,059	7,115,888,368	128,960,088	-620,100	-0.01%	-36,971	-0.03%

APPENDIX C - 2023 Q1 - SUMMARY OF CAPITAL PROJECTS

	2023 Approved Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
				Date
Roads/Bridges/Storm Sewer	24,084,061	40.01%	4,930,185	19,153,876
Landfill Upgrades, Fleet & Equipment	3,456,198	5.74%	-	3,456,198
Public Works Fleet & Equipment	3,964,000	6.59%	171,770	3,792,230
Transit Fleet & Equipment	8,800,428	14.62%	-	8,800,428
Building Capital Maintenance	4,825,187	8.02%	24,116	4,801,071
Fire Fleet & Equipment	2,400,000	3.99%	-	2,400,000
Corporate Equipment	227,566	0.38%	-	227,566
Sanitary Sewer	12,437,585	20.66%	-	12,437,585
Total	<u>60,195,025</u>	<u>100.00%</u>	<u>5,126,071</u>	<u>55,068,954</u>



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &
Treasurer / Steve Facey, CPA, CMA Manager of Finance
DEPARTMENT: Corporate Services
RE: Year-End Financial Report – December 31, 2022

Purpose

The purpose of this report is to provide the Year End Operating and Capital Financial Report for December 31, 2022 and to seek Council approval of year-end reserve transfers.

Background

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

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

As at December 31, 2022, the unaudited surplus for the year is \$5,117,002 and has been allocated in accordance with the policy.

With the 2022 surplus and the allocation above, the Tax Stabilization Reserve increased to \$6.4 million. This is effectively at the target level, which is calculated at 10% of the City's own source revenues, as highlighted within the Reserves and Reserve Fund Policy. The 2023 Budget included two commitments from this reserve for continued COVID impacts as well as fuel price fluctuation. If these draws are required during 2023, the balance would be decreased to \$5.1 million at year-end, subject to any future decisions of Council.

Analysis

Operating

The surplus for the 2022 fiscal year of \$5,117,002 includes an adjustment of \$1,345,703 relating to long term disability deposits held by the previous provider for prior years. The surplus excluding the prior year adjustment is \$3,771,299.

Year End Financial Report-December 31, 2022

May 29, 2023

Page 2.

Surplus by Department:

\$'(000)	YTD-Actual	Budget-2022	Variance
Mayor & Council	643.8	712.9	69.1
Chief Administrative Officer	460.7	413.4	(47.3)
Corporate Services	8,248.4	8,743.8	495.4
Legal	2,724.4	2,570.0	(154.4)
Fire Services	15,891.5	14,979.6	(911.9)
Public Works & Engineering	45,051.0	45,037.1	(13.9)
Community Development and Enterprise Services	16,837.0	18,424.1	1,587.1
Levy Boards	22,506.9	22,506.9	-
Outside Agencies and Local Boards	36,800.2	36,832.0	31.8
Corporate-Financials	(162,142.8)	(158,090.4)	4,052.4
Capital Levy & Debenture Debt	7,862.0	7,870.7	8.7
Surplus			5,117.0

The majority of the surplus is in Corporate Financials. The significant variances are \$(000):

Long Term Disability Premium adjustment for prior years	\$ 1,345.70
Tax Stabilization Reserve not required: Transit Safe Restart grant received \$1,302.9 (see Appendix A: CD & ES department variance)	\$ (944.70)
Allowance for Uncollectible Taxes: 2021 Assessment at Risk estimate did not materialize	\$ 1,110.00
Supplementary taxes	\$ 666.60
Other taxation and rebates: Vacancy rebate applications decrease \$233.6, Education portion of hydro retained \$151.1	\$ 629.50
Bank interest: Higher interest rates realized	\$ 594.60
Long Term Care Home mitigation funding	\$ 482.90

The detailed operating department variances are included in the Manager of Finance's fourth quarter report in Appendix A.

Capital

Appendix B includes a summary of the 2022 Capital Budget. As of December 31, 2022 approximately 95% of the approved budget has been spent.

Reserve Transfer for Council Approval

Year End Financial Report-December 31, 2022

May 29, 2023

Page 3.

Year-end reserve transfers for 2022 are reflected in Appendix C for Council approval. The transfer to the Computer Software Reserve will exceed the current established target level of \$100,000. With limited resources in this area, exceeding the target level would preserve much needed funding. The target level will be reviewed in conjunction with the Reserve and Reserve Fund Policy update scheduled for 2023.

Financial Implications

The financial implication of the year end surplus and Capital budget are included in the analysis section of the report.

Strategic Plan / Policy Impact / Climate 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 and the Manager of Finance regarding 2022 year-end financial report be received and that the 2022 year-end reserve transfers be approved.

Respectfully submitted,

Shelley J. Schell, CPA, CA

Chief Financial

Officer/Treasurer

705.759.5355

s.schell@cityssm.on.ca

Steve Facey, CPA, CMA

Manager of Finance

705.759.5356

s.facey@cityssm.on.ca

Departmental Variance Explanations - Fourth Quarter Ended December 31, 2022

	Actual 2022	Budget 2022	Variance	Notes
Mayor and Council	643,787	712,874	69,087	
Chief Administrative Officer	460,688	413,395	(47,292)	
Corporate Services	8,248,369	8,743,771	495,402	1
Legal	2,724,378	2,570,015	(154,363)	2
Fire Services	15,891,461	14,979,600	(911,862)	3
Public Works and Engineering	45,050,972	45,037,071	(13,901)	4
Community Development and Enterprise Services	16,837,045	18,424,138	1,587,093	5
Levy Board	22,506,857	22,506,857	0	
Outside Agencies	36,800,149	36,831,966	31,817	
Corporate	(162,142,732)	(158,090,385)	4,052,346	
Capital and Debt	7,862,023	7,870,698	8,675	
	(5,117,002)	-	5,117,002	

Notes:

Overall

Generally speaking, operating departments operated within their Council approved budgets where they were able to. The surplus of \$5.1 million has, from a corporate financial perspective, has been described in length in the body of the report. The City faced a number of generic financial pressures including inflationary impacts beyond what was budgeted in 2022, fluctuating fuel prices, labour shortages and gapping the impacts of supply chain interruptions. The intent of this information is to provide Council high-level explanations of variances and notable information.

1 - Corporate Services

This variance, for the most part, is a result of unfilled positions for the majority of 2022.

2 - Legal Department

The 2022 variance is a direct result of lower than anticipated POA revenue offset by under expenditures in taxes and licenses, which includes the City's insurance line items.

3 - Fire Services

The variance is primarily salaries and benefits. It can be summarized as an overtime for suppression services totaling \$200k, a retro payment made to personnel (budgeted in Corporate Financials) and WSIB over expenditures for EMS staff previously employed by the City.

4 - Public Works & Engineering

This section represents a variance of only \$14,000 but should still be highlighted to Council.

Winter Control, for 2022, reflects an over expenditure of approximately \$966k. This over expenditure includes activities such as snow removal, winter sanding and sidewalk plowing with offsetting under expenditures in salting and sweeping.

Offsetting the overage in Winter Control, primarily, are under expenditures in utility costs related to streetlights of \$534k and under expenditures in sewage disposal costs of \$460k (offset by a contribution in Corporate Financials).

5 - Community Development & Enterprise Services

This area reflects a total under expenditure of \$1.6 million. There are a number of moving pieces including Safe Restart funding of \$1.3 million. This also means that the budgeted contribution from Tax Stabilization budgeted in Corporate Financials was not needed resulting in a positive variance. Also contributing to a positive variance was under expenditures in Salaries & Benefits totaling approximately \$1 million. These variances are offset by various over expenditures in line accounts such as utilities, fuel, materials and maintenance.

City of Sault Ste. Marie - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage Budget-Rem	2021	2021	Budget	Percentage Budget-Rem
	Actual	2022		0%	Actual To: December	Actual Year End	2021	YTD 2021
REVENUE								
Taxation	(\$131,033,783.12)	(\$130,256,397.01)	\$777,386.11	(0.60%)	(\$125,895,298.92)	(\$125,895,298.92)	(\$125,248,213.00)	(0.52%)
Payment in lieu of taxes	(\$4,578,570.06)	(\$4,501,741.00)	\$76,829.06	(1.71%)	(\$4,490,231.86)	(\$4,490,231.86)	(\$4,480,756.00)	(0.21%)
Fees and user charges	(\$30,478,816.17)	(\$28,924,536.25)	\$1,554,279.92	(5.37%)	(\$26,267,495.03)	(\$26,267,495.03)	(\$27,034,116.00)	2.84%
Government grants	(\$22,202,229.52)	(\$19,443,963.00)	\$2,758,266.52	(14.19%)	(\$24,928,745.07)	(\$24,928,745.07)	(\$19,331,719.00)	(28.95%)
Interest and investment income	(\$4,463,016.04)	(\$4,320,000.00)	\$143,016.04	(3.31%)	(\$3,426,164.60)	(\$3,426,164.60)	(\$4,320,000.00)	20.69%
Contribution from own funds	(\$2,318,967.37)	(\$1,697,143.75)	\$621,823.62	(36.64%)	(\$1,768,981.92)	(\$1,768,981.92)	(\$2,198,023.00)	19.52%
Other income	(\$3,626,905.33)	(\$2,875,986.85)	\$750,918.48	(26.11%)	(\$2,689,477.88)	(\$2,689,477.88)	(\$1,848,455.00)	(45.50%)
Change in future employee benefits	\$1,695,562.99		(\$1,695,562.99)	0.00%	(\$12,051,300.16)	(\$12,051,300.16)		0.00%
	(\$197,006,724.62)	(\$192,019,767.86)	\$4,986,956.76	(2.60%)	(\$201,517,695.44)	(\$201,517,695.44)	(\$184,461,282.00)	(9.25%)
EXPENDITURES								
Salaries	\$50,855,522.57	\$51,325,347.97	\$469,825.40	0.92%	\$48,795,558.33	\$48,795,558.33	\$49,736,099.00	1.89%
Benefits	\$12,185,947.36	\$14,385,939.65	\$2,199,992.29	15.29%	\$13,447,799.68	\$13,447,799.68	\$14,367,459.00	6.40%
TOTAL SALARIES/BENEFITS	\$63,041,469.93	\$65,711,287.62	\$2,669,817.69	4.06%	\$62,243,358.01	\$62,243,358.01	\$64,103,558.00	2.90%
Travel and training	\$294,324.14	\$543,499.12	\$249,174.98	45.85%	\$193,861.29	\$193,861.29	\$589,683.00	67.12%
Vehicle allowance, maintenance and repairs	\$4,841,626.62	\$3,570,669.20	(\$1,270,957.42)	(35.59%)	\$5,082,833.52	\$5,082,833.52	\$3,158,485.00	(60.93%)
Utilities and fuel	\$10,697,703.60	\$10,891,632.82	\$193,929.22	1.78%	\$9,327,247.40	\$9,327,247.40	\$10,431,938.00	10.59%
Materials and supplies	\$6,344,752.33	\$5,303,684.32	(\$1,041,068.01)	(19.63%)	\$6,039,189.54	\$6,039,189.54	\$5,442,758.00	(10.96%)
Maintenance and repairs	\$2,754,598.00	\$2,643,590.00	(\$111,008.00)	(4.20%)	\$2,253,728.90	\$2,253,728.90	\$2,429,143.00	7.22%
Program expenses	\$936,393.32	\$933,328.21	(\$3,065.11)	(0.33%)	\$803,994.21	\$803,994.21	\$575,458.00	(39.71%)
Goods for resale	\$529,753.54	\$556,996.00	\$27,242.46	4.89%	\$285,227.45	\$285,227.45	\$489,160.00	41.69%
Rents and leases	\$352,026.17	\$307,557.00	(\$44,469.17)	(14.46%)	\$155,932.99	\$155,932.99	\$164,557.00	5.24%
Taxes and licenses	\$2,117,628.29	\$2,311,660.00	\$194,031.71	8.39%	\$1,752,260.51	\$1,752,260.51	\$2,023,010.00	13.38%
Financial expenses	\$1,595,373.00	\$2,699,071.37	\$1,103,698.37	40.89%	\$3,032,077.60	\$3,032,077.60	\$2,710,039.00	(11.88%)
Purchased and contracted services	\$10,762,833.41	\$10,325,103.46	(\$437,729.95)	(4.24%)	\$9,994,937.54	\$9,994,937.54	\$10,408,958.00	3.98%
Grants to others	\$59,026,719.40	\$58,973,187.94	(\$53,531.46)	(0.09%)	\$57,326,897.99	\$57,326,897.99	\$55,613,863.00	(3.08%)
Long term debt	\$955,237.25	\$1,502,314.00	\$547,076.75	36.42%	\$1,795,301.64	\$1,795,301.64	\$1,795,301.00	(0.00%)
Transfer to own funds	\$27,606,344.60	\$25,650,323.56	(\$1,956,021.04)	(7.63%)	\$42,141,833.15	\$42,141,833.15	\$24,395,400.00	(72.74%)
Capital expense	\$369,100.34	\$350,993.24	(\$18,107.10)	(5.16%)	\$398,540.29	\$398,540.29	\$350,101.00	(13.84%)
Depreciation			\$0.00	0.00%	\$17,072,322.47	\$17,072,322.47		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%	\$175,511.05	\$175,511.05		0.00%
Less: recoverable costs	(\$336,161.53)	(\$255,130.00)	\$81,031.53	(31.76%)	(\$369,457.91)	(\$369,457.91)	(\$220,130.00)	(67.84%)
TOTAL OTHER EXPENSES	\$128,848,252.48	\$126,308,480.24	(\$2,539,772.24)	(2.01%)	\$157,462,239.63	\$157,462,239.63	\$120,357,724.00	(30.83%)
NET (REVENUE)/EXPENDITURE	(\$5,117,002.21)	\$0.00	\$5,117,002.21		\$18,187,902.20	\$18,187,902.20	\$0.00	

CAO's Office - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% : REVENUE	YTD Actual	Budget 2022	Variance	Percentage Budget-Rem 0%	2021 Actual To: December	2021 Actual Year End	Budget 2021	Percentage Budget-Rem YTD 2021
EXPENDITURES								
Salaries	\$322,050.80	\$317,771.03	(\$4,279.77)	(1.35%)	\$336,792.45	\$336,792.45	\$312,248.00	(7.86%)
Benefits	\$77,835.46	\$72,564.31	(\$5,271.15)	(7.26%)	\$81,755.38	\$81,755.38	\$72,755.00	(12.37%)
TOTAL SALARIES/BENEFITS	\$399,886.26	\$390,335.34	(\$9,550.92)	(2.45%)	\$418,547.83	\$418,547.83	\$385,003.00	(8.71%)
Travel and training	\$4,760.65	\$4,260.00	(\$500.65)	(11.75%)	\$1,682.56	\$1,682.56	\$4,260.00	60.50%
Vehicle allowance, maintenance and repairs	\$4,688.79	\$4,500.00	(\$188.79)	(4.20%)	\$4,470.10	\$4,470.10	\$4,500.00	0.66%
Materials and supplies	\$9,579.38	\$14,120.00	\$4,540.62	32.16%	\$8,038.77	\$8,038.77	\$14,120.00	43.07%
Purchased and contracted services	\$41,772.49	\$30.00	(\$41,742.49)	(139,141.63%)			\$30.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%	\$234.04	\$234.04	\$150.00	(56.03%)
TOTAL OTHER EXPENSES	\$60,801.31	\$23,060.00	(\$37,741.31)	(163.67%)	\$14,425.47	\$14,425.47	\$23,060.00	37.44%
	\$460,687.57	\$413,395.34	(\$47,292.23)	(11.44%)	\$432,973.30	\$432,973.30	\$408,063.00	(6.10%)
NET (REVENUE)/EXPENDITURE	\$460,687.57	\$413,395.34	(\$47,292.23)	(11.44%)	\$432,973.30	\$432,973.30	\$408,063.00	(6.10%)



Mayor & Council - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Other income	(\$450.00)		\$450.00	0.00%				0.00%
	(\$450.00)	\$0.00	\$450.00	0.00%		\$0.00	\$0.00	0.00%
EXPENDITURES								
Salaries	\$453,891.69	\$490,477.46	\$36,585.77	7.46%	\$453,488.79	\$453,488.79	\$487,354.00	6.95%
Benefits	\$75,285.48	\$71,211.42	(\$4,074.06)	(5.72%)	\$78,341.14	\$78,341.14	\$72,817.00	(7.59%)
TOTAL SALARIES/BENEFITS	\$529,177.17	\$561,688.88	\$32,511.71	5.79%	\$531,829.93	\$531,829.93	\$560,171.00	5.06%
Travel and training	\$14,492.40	\$15,500.00	\$1,007.60	6.50%	\$2,697.73	\$2,697.73	\$53,500.00	94.96%
Vehicle allowance, maintenance and repairs	\$30,995.80	\$35,675.00	\$4,679.20	13.12%	\$29,515.74	\$29,515.74	\$35,675.00	17.26%
Materials and supplies	\$64,456.72	\$62,910.00	(\$1,546.72)	(2.46%)	\$59,006.87	\$59,006.87	\$62,910.00	6.20%
Purchased and contracted services	(\$14.75)	\$2,100.00	\$2,114.75	100.70%	\$357.76	\$357.76	\$2,100.00	82.96%
Grants to others	\$5,130.00	\$35,000.00	\$29,870.00	85.34%	\$4,462.80	\$4,462.80	\$35,000.00	87.25%
Transfer to own funds			\$0.00	0.00%	\$1,445.53	\$1,445.53		0.00%
TOTAL OTHER EXPENSES	\$115,060.17	\$151,185.00	\$36,124.83	23.89%	\$97,486.43	\$97,486.43	\$189,185.00	48.47%
	\$644,237.34	\$712,873.88	\$68,636.54	9.63%	\$629,316.36	\$629,316.36	\$749,356.00	16.02%
NET (REVENUE)/EXPENDITURE	\$643,787.34	\$712,873.88	\$69,086.54	9.69%	\$629,316.36	\$629,316.36	\$749,356.00	16.02%

Corporate Services - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$133,483.17)	(\$119,786.00)	\$13,697.17	(11.43%)	(\$101,934.16)	(\$101,934.16)	(\$131,891.00)	22.71%
Government grants	(\$10,053.75)	(\$1,540.00)	\$8,513.75	(552.84%)	(\$8,730.52)	(\$8,730.52)	(\$1,540.00)	(466.92%)
Contribution from own funds	(\$227,568.10)	(\$282,000.00)	(\$54,431.90)	19.30%	(\$5,882.75)	(\$5,882.75)		0.00%
Other income	(\$210,828.60)	(\$178,782.00)	\$32,046.60	(17.92%)	(\$131,868.31)	(\$131,868.31)	(\$118,535.00)	(11.25%)
	(\$581,933.62)	(\$582,108.00)	(\$174.38)	0.03%	(\$248,415.74)	(\$248,415.74)	(\$251,966.00)	1.41%
EXPENDITURES								
Salaries	\$4,444,275.39	\$4,891,103.81	\$446,828.42	9.14%	\$4,322,057.23	\$4,322,057.23	\$4,555,085.00	5.12%
Benefits	\$1,775,850.41	\$1,920,539.65	\$144,689.24	7.53%	\$1,843,753.70	\$1,843,753.70	\$1,918,204.00	3.88%
TOTAL SALARIES/BENEFITS	\$6,220,125.80	\$6,811,643.46	\$591,517.66	8.68%	\$6,165,810.93	\$6,165,810.93	\$6,473,289.00	4.75%
Travel and training	\$56,285.35	\$131,534.00	\$75,248.65	57.21%	\$47,263.38	\$47,263.38	\$135,195.00	65.04%
Vehicle allowance, maintenance and repairs	\$302.85	\$1,170.00	\$867.15	74.12%	\$239.98	\$239.98	\$1,190.00	79.83%
Materials and supplies	\$68,661.78	\$111,198.00	\$42,536.22	38.25%	\$15,108.54	\$15,108.54	\$79,607.00	81.02%
Maintenance and repairs	\$855,388.55	\$942,192.00	\$86,803.45	9.21%	\$795,479.50	\$795,479.50	\$859,537.00	7.45%
Goods for resale	\$19,200.00	\$19,200.00	\$0.00	0.00%	\$19,200.00	\$19,200.00	\$19,200.00	0.00%
Rents and leases	\$180,001.81	\$138,000.00	(\$42,001.81)	(30.44%)	\$5,794.14	\$5,794.14	\$3,000.00	(93.14%)
Financial expenses	\$58,905.04	\$60,750.00	\$1,844.96	3.04%	\$31,172.51	\$31,172.51	\$60,750.00	48.69%
Purchased and contracted services	\$999,858.99	\$984,441.74	(\$15,417.25)	(1.57%)	\$942,287.05	\$942,287.05	\$1,051,508.00	10.39%
Grants to others	\$883.54	\$2,000.00	\$1,116.46	55.82%	\$808.46	\$808.46	\$2,000.00	59.58%
Transfer to own funds	\$273,428.82		(\$273,428.82)	0.00%	\$323,178.61	\$323,178.61	\$75,000.00	(330.90%)
Capital expense	\$97,260.01	\$123,750.00	\$26,489.99	21.41%	\$87,896.68	\$87,896.68	\$125,750.00	30.10%
Depreciation			\$0.00	0.00%	\$270,495.42	\$270,495.42		0.00%
TOTAL OTHER EXPENSES	\$2,610,176.74	\$2,514,235.74	(\$95,941.00)	(3.82%)	\$2,538,924.27	\$2,538,924.27	\$2,412,737.00	(5.23%)
	\$8,830,302.54	\$9,325,879.20	\$495,576.66	5.31%	\$8,704,735.20	\$8,704,735.20	\$8,886,026.00	2.04%
NET (REVENUE)/EXPENDITURE	\$8,248,368.92	\$8,743,771.20	\$495,402.28	5.67%	\$8,456,319.46	\$8,456,319.46	\$8,634,060.00	2.06%
IT	2,777,375.53	2,740,493.18	(36,882.35)	-1.35%				
Finance	2,400,670.78	2,683,583.72	282,912.94	10.54%				
Clerk's	1,162,224.23	1,101,470.76	(60,753.47)	-5.52%				
Human Resources	1,908,098.38	2,218,223.54	310,125.16	13.98%				

Legal Department - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$1,031,234.15)	(\$1,527,069.00)	(\$495,834.85)	32.47%	(\$1,378,846.79)	(\$1,378,846.79)	(\$1,770,434.00)	22.12%
Government grants	(\$6,477.07)		\$6,477.07	0.00%	(\$214,107.17)	(\$214,107.17)		0.00%
Interest and investment income	(\$7,941.95)		\$7,941.95	0.00%	(\$2,160.28)	(\$2,160.28)		0.00%
	(\$1,045,653.17)	(\$1,527,069.00)	(\$481,415.83)	31.53%	(\$1,595,114.24)	(\$1,595,114.24)	(\$1,770,434.00)	9.90%
EXPENDITURES								
Salaries	\$1,192,455.54	\$1,257,696.31	\$65,240.77	5.19%	\$1,101,524.40	\$1,101,524.40	\$1,112,443.00	0.98%
Benefits	\$299,233.25	\$283,508.46	(\$15,724.79)	(5.55%)	\$278,639.10	\$278,639.10	\$284,197.00	1.96%
TOTAL SALARIES/BENEFITS	\$1,491,688.79	\$1,541,204.77	\$49,515.98	3.21%	\$1,380,163.50	\$1,380,163.50	\$1,396,640.00	1.18%
Travel and training	\$3,415.37	\$25,335.00	\$21,919.63	86.52%	\$2,349.07	\$2,349.07	\$25,335.00	90.73%
Materials and supplies	\$71,637.08	\$79,730.00	\$8,092.92	10.15%	\$65,675.57	\$65,675.57	\$79,730.00	17.63%
Maintenance and repairs		\$2,170.00	\$2,170.00	100.00%			\$2,170.00	100.00%
Rents and leases	\$73,213.13	\$79,302.00	\$6,088.87	7.68%	\$63,390.24	\$63,390.24	\$79,302.00	20.06%
Taxes and licenses	\$1,813,020.82	\$2,052,955.00	\$239,934.18	11.69%	\$1,462,486.63	\$1,462,486.63	\$1,753,305.00	16.59%
Purchased and contracted services	\$313,708.49	\$308,387.00	(\$5,321.49)	(1.73%)	\$277,589.45	\$277,589.45	\$347,398.00	20.09%
Capital expense	\$3,347.23	\$8,000.00	\$4,652.77	58.16%	\$6,969.60	\$6,969.60	\$8,000.00	12.88%
Gain/Loss on disposal of capital assets			\$0.00	0.00%	(\$2,559.59)	(\$2,559.59)		0.00%
TOTAL OTHER EXPENSES	\$2,278,342.12	\$2,555,879.00	\$277,536.88	10.86%	\$1,875,900.97	\$1,875,900.97	\$2,295,240.00	18.27%
	\$3,770,030.91	\$4,097,083.77	\$327,052.86	7.98%	\$3,256,064.47	\$3,256,064.47	\$3,691,880.00	11.80%
NET (REVENUE)/EXPENDITURE	\$2,724,377.74	\$2,570,014.77	(\$154,362.97)	(6.01%)	\$1,660,950.23	\$1,660,950.23	\$1,921,446.00	13.56%



Fire Services - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$566,650.68)	(\$493,803.00)	\$72,847.68	(14.75%)	(\$292,605.33)	(\$292,605.33)	(\$250,438.00)	(16.84%)
Government grants			\$0.00	0.00%	(\$406,322.97)	(\$406,322.97)		0.00%
Other income	(\$8,958.47)	(\$3,000.00)	\$5,958.47	(198.62%)	(\$2,259.64)	(\$2,259.64)	(\$3,000.00)	24.68%
	(\$575,609.15)	(\$496,803.00)	\$78,806.15	(15.86%)	(\$701,187.94)	(\$701,187.94)	(\$253,438.00)	(176.67%)
EXPENDITURES								
Salaries	\$11,859,346.89	\$10,833,853.93	(\$1,025,492.96)	(9.47%)	\$10,963,614.59	\$10,963,614.59	\$10,745,671.00	(2.03%)
Benefits	\$3,271,341.11	\$3,423,383.12	\$152,042.01	4.44%	\$3,090,310.80	\$3,090,310.80	\$3,322,916.00	7.00%
TOTAL SALARIES/BENEFITS	\$15,130,688.00	\$14,257,237.05	(\$873,450.95)	(6.13%)	\$14,053,925.39	\$14,053,925.39	\$14,068,587.00	0.10%
Travel and training	\$73,485.80	\$141,220.00	\$67,734.20	47.96%	\$75,794.48	\$75,794.48	\$116,220.00	34.78%
Vehicle allowance, maintenance and repairs	\$332,289.55	\$162,440.00	(\$169,849.55)	(104.56%)	\$229,571.32	\$229,571.32	\$162,440.00	(41.33%)
Utilities and fuel	\$228,304.82	\$249,100.00	\$20,795.18	8.35%	\$206,101.87	\$206,101.87	\$249,100.00	17.26%
Materials and supplies	\$90,145.59	\$129,200.00	\$39,054.41	30.23%	\$447,052.28	\$447,052.28	\$119,200.00	(275.04%)
Maintenance and repairs	\$189,328.77	\$143,789.00	(\$45,539.77)	(31.67%)	\$165,404.06	\$165,404.06	\$135,709.00	(21.88%)
Financial expenses	\$4,213.79	\$2,500.00	(\$1,713.79)	(68.55%)	\$5,172.36	\$5,172.36	\$2,500.00	(106.89%)
Purchased and contracted services	\$20,971.54	\$18,200.00	(\$2,771.54)	(15.23%)	\$20,567.26	\$20,567.26	\$18,200.00	(13.01%)
Transfer to own funds	\$340,725.47	\$312,150.60	(\$28,574.87)	(9.15%)	\$367,990.58	\$367,990.58	\$306,030.00	(20.25%)
Capital expense	\$56,917.11	\$60,566.00	\$3,648.89	6.02%	\$54,802.77	\$54,802.77	\$60,566.00	9.52%
Depreciation			\$0.00	0.00%	\$430,095.24	\$430,095.24		0.00%
TOTAL OTHER EXPENSES	\$1,336,382.44	\$1,219,165.60	(\$117,216.84)	(9.61%)	\$2,002,552.22	\$2,002,552.22	\$1,169,965.00	(71.16%)
	\$16,467,070.44	\$15,476,402.65	(\$990,667.79)	(6.40%)	\$16,056,477.61	\$16,056,477.61	\$15,238,552.00	(5.37%)
NET (REVENUE)/EXPENDITURE	\$15,891,461.29	\$14,979,599.65	(\$911,861.64)	(6.09%)	\$15,355,289.67	\$15,355,289.67	\$14,985,114.00	(2.47%)

Public Works & Engineering - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$5,234,632.68)	(\$3,647,515.18)	\$1,587,117.50	(43.51%)	(\$4,678,260.16)	(\$4,678,260.16)	(\$3,443,387.00)	(35.86%)
Government grants	(\$1,026,689.83)	(\$737,429.00)	\$289,260.83	(39.23%)	(\$821,264.51)	(\$821,264.51)	(\$698,769.00)	(17.53%)
Contribution from own funds	(\$2,960.13)	(\$5,000.00)	(\$2,039.87)	40.80%	(\$4,688.64)	(\$4,688.64)	(\$5,000.00)	6.23%
Other income	(\$220,549.47)	(\$75,000.00)	\$145,549.47	(194.07%)	(\$201,355.95)	(\$201,355.95)	(\$75,000.00)	(168.47%)
	(\$6,484,832.11)	(\$4,464,944.18)	\$2,019,887.93	(45.24%)	(\$5,705,569.26)	(\$5,705,569.26)	(\$4,222,156.00)	(35.13%)
EXPENDITURES								
Salaries	\$18,775,774.88	\$19,065,053.55	\$289,278.67	1.52%	\$18,093,851.47	\$18,093,851.47	\$18,655,428.00	3.01%
Benefits	\$4,833,783.18	\$5,072,628.21	\$238,845.03	4.71%	\$4,811,692.01	\$4,811,692.01	\$5,200,177.00	7.47%
TOTAL SALARIES/BENEFITS	\$23,609,558.06	\$24,137,681.76	\$528,123.70	2.19%	\$22,905,543.48	\$22,905,543.48	\$23,855,605.00	3.98%
Travel and training	\$90,091.67	\$114,143.12	\$24,051.45	21.07%	\$39,602.70	\$39,602.70	\$117,846.00	66.39%
Vehicle allowance, maintenance and repairs	\$3,291,916.39	\$2,322,139.20	(\$969,777.19)	(41.76%)	\$3,410,426.06	\$3,410,426.06	\$1,967,120.00	(73.37%)
Utilities and fuel	\$6,982,093.19	\$7,449,096.94	\$467,003.75	6.27%	\$6,326,053.97	\$6,326,053.97	\$7,089,400.00	10.77%
Materials and supplies	\$4,149,007.57	\$3,453,647.32	(\$695,360.25)	(20.13%)	\$3,798,477.41	\$3,798,477.41	\$3,663,105.00	(3.70%)
Maintenance and repairs	\$211,717.11	\$230,400.00	\$18,682.89	8.11%	\$198,177.48	\$198,177.48	\$201,940.00	1.86%
Taxes and licenses	\$87,606.68	\$85,455.00	(\$2,151.68)	(2.52%)	\$85,339.05	\$85,339.05	\$97,455.00	12.43%
Financial expenses	\$13,067.73	\$5,528.36	(\$7,539.37)	(136.38%)	\$12,696.64	\$12,696.64	\$5,518.00	(130.09%)
Purchased and contracted services	\$7,555,848.48	\$7,350,252.50	(\$205,595.98)	(2.80%)	\$7,063,415.63	\$7,063,415.63	\$7,247,102.00	2.53%
Transfer to own funds	\$5,795,009.92	\$4,511,042.36	(\$1,283,967.56)	(28.46%)	\$5,950,160.21	\$5,950,160.21	\$4,055,452.00	(46.72%)
Capital expense	\$86,049.06	\$97,758.36	\$11,709.30	11.98%	\$107,042.27	\$107,042.27	\$97,018.00	(10.33%)
Depreciation			\$0.00	0.00%	\$13,500,714.85	\$13,500,714.85		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%	(\$51,671.04)	(\$51,671.04)		0.00%
Less: recoverable costs	(\$336,161.53)	(\$255,130.00)	\$81,031.53	(31.76%)	(\$369,457.91)	(\$369,457.91)	(\$220,130.00)	(67.84%)
TOTAL OTHER EXPENSES	\$27,926,246.27	\$25,364,333.16	(\$2,561,913.11)	(10.10%)	\$40,070,977.32	\$40,070,977.32	\$24,321,826.00	(64.75%)
	\$51,535,804.33	\$49,502,014.92	(\$2,033,789.41)	(4.11%)	\$62,976,520.80	\$62,976,520.80	\$48,177,431.00	(30.72%)
NET (REVENUE)/EXPENDITURE	\$45,050,972.22	\$45,037,070.74	(\$13,901.48)	(0.03%)	\$57,270,951.54	\$57,270,951.54	\$43,955,275.00	(30.29%)
Public Works	32,199,608.31	30,890,159.28	(1,309,449.03)	-4.24%				
Engineering	12,851,363.91	14,146,911.46	1,295,547.55	9.16%				

Public Works - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$3,142,813.87)	(\$2,383,216.00)	\$759,597.87	(31.87%)	(\$2,655,946.15)	(\$2,655,946.15)	(\$2,226,181.00)	(19.31%)
Government grants	(\$936,257.69)	(\$705,269.00)	\$230,988.69	(32.75%)	(\$729,726.11)	(\$729,726.11)	(\$668,769.00)	(9.11%)
Contribution from own funds	(\$2,960.13)	(\$5,000.00)	(\$2,039.87)	40.80%	(\$4,688.64)	(\$4,688.64)	(\$5,000.00)	6.23%
Other income	(\$220,549.47)	(\$75,000.00)	\$145,549.47	(194.07%)	(\$201,355.95)	(\$201,355.95)	(\$75,000.00)	(168.47%)
	(\$4,302,581.16)	(\$3,168,485.00)	\$1,134,096.16	(35.79%)	(\$3,591,716.85)	(\$3,591,716.85)	(\$2,974,950.00)	(20.73%)
EXPENDITURES								
Salaries	\$15,732,842.10	\$15,863,502.25	\$130,660.15	0.82%	\$15,174,646.36	\$15,174,646.36	\$15,555,454.00	2.45%
Benefits	\$4,078,101.00	\$4,317,248.13	\$239,147.13	5.54%	\$4,066,408.95	\$4,066,408.95	\$4,430,910.00	8.23%
TOTAL SALARIES/BENEFITS	\$19,810,943.10	\$20,180,750.38	\$369,807.28	1.83%	\$19,241,055.31	\$19,241,055.31	\$19,986,364.00	3.73%
Travel and training	\$71,162.36	\$88,990.00	\$17,827.64	20.03%	\$33,341.38	\$33,341.38	\$88,990.00	62.53%
Vehicle allowance, maintenance and repairs	\$3,263,138.89	\$2,291,040.00	(\$972,098.89)	(42.43%)	\$3,384,052.09	\$3,384,052.09	\$1,937,520.00	(74.66%)
Utilities and fuel	\$2,368,215.05	\$1,851,409.54	(\$516,805.51)	(27.91%)	\$1,777,906.64	\$1,777,906.64	\$1,626,188.00	(9.33%)
Materials and supplies	\$3,838,134.98	\$3,226,353.00	(\$611,781.98)	(18.96%)	\$3,392,772.69	\$3,392,772.69	\$3,437,858.00	1.31%
Taxes and licenses	\$87,606.68	\$85,455.00	(\$2,151.68)	(2.52%)	\$85,339.05	\$85,339.05	\$97,455.00	12.43%
Financial expenses	\$12,643.03	\$5,000.00	(\$7,643.03)	(152.86%)	\$13,300.66	\$13,300.66	\$5,000.00	(166.01%)
Purchased and contracted services	\$3,713,202.77	\$3,451,589.00	(\$261,613.77)	(7.58%)	\$3,323,822.22	\$3,323,822.22	\$3,422,794.00	2.89%
Transfer to own funds	\$3,608,432.94	\$3,086,587.36	(\$521,845.58)	(16.91%)	\$3,324,161.62	\$3,324,161.62	\$2,645,173.00	(25.67%)
Capital expense	\$64,871.20	\$46,600.00	(\$18,271.20)	(39.21%)	\$95,147.55	\$95,147.55	\$46,600.00	(104.18%)
Depreciation			\$0.00	0.00%	\$2,356,265.56	\$2,356,265.56		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%	(\$51,948.87)	(\$51,948.87)		0.00%
Less: recoverable costs	(\$336,161.53)	(\$255,130.00)	\$81,031.53	(31.76%)	(\$369,457.91)	(\$369,457.91)	(\$220,130.00)	(67.84%)
TOTAL OTHER EXPENSES	\$16,691,246.37	\$13,877,893.90	(\$2,813,352.47)	(20.27%)	\$17,364,702.68	\$17,364,702.68	\$13,087,448.00	(32.68%)
	\$36,502,189.47	\$34,058,644.28	(\$2,443,545.19)	(7.17%)	\$36,605,757.99	\$36,605,757.99	\$33,073,812.00	(10.68%)
NET (REVENUE)/EXPENDITURE	\$32,199,608.31	\$30,890,159.28	(\$1,309,449.03)	(4.24%)	\$33,014,041.14	\$33,014,041.14	\$30,098,862.00	(9.69%)

Operations								
Winter Control: Roadways and Sidewalks	8,168,883.16	7,202,782.00	(966,101.16)	-13%				
Sanitary Sewers	2,351,072.54	2,062,118.77	(288,953.77)	-14%				
Storm Sewers	401,934.45	622,488.69	220,554.24	35%				
Roadways and Sidewalks	3,390,479.60	3,714,170.13	323,690.53	-7%				
Supervision and Overhead	3,398,169.91	3,181,859.96	(216,309.95)	-7%				
Traffic & Communications	2,066,392.39	1,852,734.39	(213,658.00)	-12%				
Carpentry	844,048.86	681,042.39	(163,006.47)	-24%				
Administration	1,682,296.10	1,679,651.33	(2,644.77)	0%				
Buildings & Equipment	2,217,835.14	2,243,633.90	25,798.76	1%				
Waste Management	3,982,211.28	3,982,211.28	-	0%				
Parks	3,696,284.88	3,667,466.44	(28,818.44)	-1%				

Engineering - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$2,091,818.81)	(\$1,264,299.18)	\$827,519.63	(65.45%)	(\$2,022,314.01)	(\$2,022,314.01)	(\$1,217,206.00)	(66.14%)
Government grants	(\$90,432.14)	(\$32,160.00)	\$58,272.14	(181.19%)	(\$91,538.40)	(\$91,538.40)	(\$30,000.00)	(205.13%)
	(\$2,182,250.95)	(\$1,296,459.18)	\$885,791.77	(68.32%)	(\$2,113,852.41)	(\$2,113,852.41)	(\$1,247,206.00)	(69.49%)
EXPENDITURES								
Salaries	\$3,042,932.78	\$3,201,551.30	\$158,618.52	4.95%	\$2,919,205.11	\$2,919,205.11	\$3,099,974.00	5.83%
Benefits	\$755,682.18	\$755,380.08	(\$302.10)	(0.04%)	\$745,283.06	\$745,283.06	\$769,267.00	3.12%
TOTAL SALARIES/BENEFITS	\$3,798,614.96	\$3,956,931.38	\$158,316.42	4.00%	\$3,664,488.17	\$3,664,488.17	\$3,869,241.00	5.29%
Travel and training	\$18,929.31	\$25,153.12	\$6,223.81	24.74%	\$6,261.32	\$6,261.32	\$28,856.00	78.30%
Vehicle allowance, maintenance and repairs	\$28,777.50	\$31,099.20	\$2,321.70	7.47%	\$26,373.97	\$26,373.97	\$29,600.00	10.90%
Utilities and fuel	\$4,613,878.14	\$5,597,687.40	\$983,809.26	17.58%	\$4,548,147.33	\$4,548,147.33	\$5,463,212.00	16.75%
Materials and supplies	\$310,872.59	\$227,294.32	(\$83,578.27)	(36.77%)	\$405,704.72	\$405,704.72	\$225,247.00	(80.12%)
Maintenance and repairs	\$211,717.11	\$230,400.00	\$18,682.89	8.11%	\$198,177.48	\$198,177.48	\$201,940.00	1.86%
Financial expenses	\$424.70	\$528.36	\$103.66	19.62%	(\$604.02)	(\$604.02)	\$518.00	216.61%
Purchased and contracted services	\$3,842,645.71	\$3,898,663.50	\$56,017.79	1.44%	\$3,739,593.41	\$3,739,593.41	\$3,824,308.00	2.22%
Transfer to own funds	\$2,186,576.98	\$1,424,455.00	(\$762,121.98)	(53.50%)	\$2,625,998.59	\$2,625,998.59	\$1,410,279.00	(86.20%)
Capital expense	\$21,177.86	\$51,158.36	\$29,980.50	58.60%	\$11,894.72	\$11,894.72	\$50,418.00	76.41%
Depreciation			\$0.00	0.00%	\$11,144,449.29	\$11,144,449.29		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%	\$277.83	\$277.83		0.00%
TOTAL OTHER EXPENSES	\$11,234,999.90	\$11,486,439.26	\$251,439.36	2.19%	\$22,706,274.64	\$22,706,274.64	\$11,234,378.00	(102.11%)
	\$15,033,614.86	\$15,443,370.64	\$409,755.78	2.65%	\$26,370,762.81	\$26,370,762.81	\$15,103,619.00	(74.60%)
NET (REVENUE)/EXPENDITURE	\$12,851,363.91	\$14,146,911.46	\$1,295,547.55	9.16%	\$24,256,910.40	\$24,256,910.40	\$13,856,413.00	(75.06%)

Community Development & Enterprise Services - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$7,568,136.18)	(\$8,184,516.07)	(\$616,379.89)	7.53%	(\$4,675,816.79)	(\$4,675,816.79)	(\$6,841,922.00)	31.66%
Government grants	(\$3,641,603.18)	(\$1,666,196.00)	\$1,975,407.18	(118.56%)	(\$4,535,966.66)	(\$4,535,966.66)	(\$2,018,792.00)	(124.69%)
Contribution from own funds	(\$605,701.71)	(\$465,454.00)	\$140,247.71	(30.13%)	(\$645,638.73)	(\$645,638.73)	(\$278,715.00)	(131.65%)
Other income	(\$173,461.52)	(\$119,204.85)	\$54,256.67	(45.52%)	(\$607,967.95)	(\$607,967.95)	(\$111,920.00)	(443.22%)
	(\$11,988,902.59)	(\$10,435,370.92)	\$1,553,531.67	(14.89%)	(\$10,465,390.13)	(\$10,465,390.13)	(\$9,251,349.00)	(13.12%)
EXPENDITURES								
Salaries	\$13,621,063.20	\$14,469,391.88	\$848,328.68	5.86%	\$12,489,324.22	\$12,489,324.22	\$13,867,870.00	9.94%
Benefits	\$3,306,976.59	\$3,522,104.48	\$215,127.89	6.11%	\$3,249,307.55	\$3,249,307.55	\$3,476,393.00	6.53%
TOTAL SALARIES/BENEFITS	\$16,928,039.79	\$17,991,496.36	\$1,063,456.57	5.91%	\$15,738,631.77	\$15,738,631.77	\$17,344,263.00	9.26%
Travel and training	\$51,792.90	\$111,507.00	\$59,714.10	53.55%	\$24,471.37	\$24,471.37	\$137,327.00	82.18%
Vehicle allowance, maintenance and repairs	\$1,181,433.24	\$1,044,745.00	(\$136,688.24)	(13.08%)	\$1,408,610.32	\$1,408,610.32	\$987,560.00	(42.64%)
Utilities and fuel	\$3,487,305.59	\$3,193,435.88	(\$293,869.71)	(9.20%)	\$2,795,091.56	\$2,795,091.56	\$3,093,438.00	9.64%
Materials and supplies	\$1,123,358.33	\$932,001.00	(\$191,357.33)	(20.53%)	\$1,088,557.03	\$1,088,557.03	\$894,030.00	(21.76%)
Maintenance and repairs	\$1,498,163.57	\$1,325,039.00	(\$173,124.57)	(13.07%)	\$1,094,667.86	\$1,094,667.86	\$1,229,787.00	10.99%
Program expenses	\$172,630.08	\$169,540.03	(\$3,090.05)	(1.82%)	\$22,730.66	\$22,730.66	\$102,470.00	77.82%
Goods for resale	\$510,553.54	\$537,796.00	\$27,242.46	5.07%	\$266,027.45	\$266,027.45	\$469,960.00	43.39%
Rents and leases	\$98,811.23	\$90,255.00	(\$8,556.23)	(9.48%)	\$86,748.61	\$86,748.61	\$82,255.00	(5.46%)
Taxes and licenses	\$217,000.79	\$173,250.00	(\$43,750.79)	(25.25%)	\$204,434.83	\$204,434.83	\$172,250.00	(18.68%)
Financial expenses	\$172,785.44	\$99,287.01	(\$73,498.43)	(74.03%)	\$70,716.87	\$70,716.87	\$110,515.00	36.01%
Purchased and contracted services	\$1,825,313.25	\$1,650,692.22	(\$174,621.03)	(10.58%)	\$1,653,534.84	\$1,653,534.84	\$1,731,620.00	4.51%
Grants to others	\$228,288.79	\$66,500.00	(\$161,788.79)	(243.29%)	\$225,457.32	\$225,457.32	\$66,500.00	(239.03%)
Transfer to own funds	\$1,204,944.11	\$1,413,196.00	\$208,251.89	14.74%	\$1,034,793.18	\$1,034,793.18	\$218,040.00	(374.59%)
Capital expense	\$125,526.93	\$60,768.88	(\$64,758.05)	(106.56%)	\$141,594.93	\$141,594.93	\$58,617.00	(141.56%)
Depreciation			\$0.00	0.00%	\$2,871,016.96	\$2,871,016.96		0.00%
Gain/Loss on disposal of capital assets			\$0.00	0.00%				0.00%
TOTAL OTHER EXPENSES	\$11,897,907.79	\$10,868,013.02	(\$1,029,894.77)	(9.48%)	\$13,218,195.47	\$13,218,195.47	\$9,354,369.00	(41.31%)
	\$28,825,947.58	\$28,859,509.38	\$33,561.80	0.12%	\$28,956,827.24	\$28,956,827.24	\$26,698,632.00	(8.46%)
NET (REVENUE)/EXPENDITURE	\$16,837,044.99	\$18,424,138.46	\$1,587,093.47	8.61%	\$18,491,437.11	\$18,491,437.11	\$17,447,283.00	(5.98%)
Humane Society	622,326.96	622,326.51	(0.45)	(0.00%)				
LIP	-	0	0	100.00%				
Economic Development	675,884.99	727,759.21	51,874.22	7.13%				
Tourism and Community Development	812,561.12	941,400.85	128,839.73	13.69%				
Planning	903,334.12	1,019,930.10	116,595.98	11.43%				
Parking	235,255.95	210,567.56	(24,688.39)	(11.72%)				
Cemetery	78,897.39	78,897.39	-	0.00%				
Transit	7,345,954.13	7,968,458.91	622,504.78	7.81%				
School Guards	308,741.14	291,329.05	(17,412.09)	(5.98%)				
Recreation & Culture	1,522,826.08	1,846,607.24	323,781.16	17.53%				
Locks	23,103.87	30,320.59	7,216.72	23.80%				
Community Centres								
John Rhodes Community Centre	1,460,982.73	1,806,583.32	345,600.59	19.13%				
McMeeken Centre	135,951.21	210,973.99	75,022.78	35.56%				
Northern Community Centre	(76,942.95)	46,173.42	123,116.37	266.64%				
GFL Memorial Gardens	970,482.00	761,980.50	(208,501.50)	(27.36%)				
Outdoor Pools/Misc. Concessions	112,457.98	171,131.86	58,673.88	203.99%				
Facility Administration	829,641.36	801,872.08	(27,769.28)	(3.45%)				
Downtown Plaza	820.54	41,667.00	40,846.46	98.03%				
Downtown Ambassador Program	78,798.48	-	(78,798.48)	0.00%				
Mill Market	31.86	-	(31.86)	0.00%				
Administration	795,936.03	846,158.59	50,222.56	5.94%				



Levy Boards - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
EXPENDITURES								
Grants to others	\$22,506,857.00	\$22,506,857.36	\$0.36	0.00%	\$21,640,644.00	\$21,640,644.00	\$21,653,329.00	0.06%
TOTAL OTHER EXPENSES	\$22,506,857.00	\$22,506,857.36	\$0.36	0.00%	\$21,640,644.00	\$21,640,644.00	\$21,653,329.00	0.06%
	\$22,506,857.00	\$22,506,857.36	\$0.36	0.00%	\$21,640,644.00	\$21,640,644.00	\$21,653,329.00	0.06%
NET (REVENUE)/EXPENDITURE	\$22,506,857.00	\$22,506,857.36	\$0.36	0.00%	\$21,640,644.00	\$21,640,644.00	\$21,653,329.00	0.06%



Outside Agencies (Main) - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges	(\$119,960.10)	(\$130,000.00)	(\$10,039.90)	7.72%	(\$127,563.48)	(\$127,563.48)	(\$130,000.00)	1.87%
Government grants	(\$195,679.00)	(\$200,000.00)	(\$4,321.00)	2.16%	(\$212,733.98)	(\$212,733.98)	(\$200,000.00)	(6.37%)
Contribution from own funds	(\$387,834.99)		\$387,834.99	0.00%	(\$78,126.10)	(\$78,126.10)		0.00%
	(\$703,474.09)	(\$330,000.00)	\$373,474.09	(113.17%)	(\$418,423.56)	(\$418,423.56)	(\$330,000.00)	(26.80%)
EXPENDITURES								
Materials and supplies	\$583,992.11	\$220,000.00	(\$363,992.11)	(165.45%)	\$294,002.77	\$294,002.77	\$220,000.00	(33.64%)
Grants to others	\$36,285,560.07	\$36,361,965.58	\$76,405.51	0.21%	\$35,454,661.69	\$35,454,661.69	\$33,856,169.00	(4.72%)
Transfer to own funds	\$634,070.99	\$580,000.00	(\$54,070.99)	(9.32%)	\$620,936.81	\$620,936.81	\$580,000.00	(7.06%)
TOTAL OTHER EXPENSES	\$37,503,623.17	\$37,161,965.58	(\$341,657.59)	(0.92%)	\$36,369,601.27	\$36,369,601.27	\$34,656,169.00	(4.94%)
	\$37,503,623.17	\$37,161,965.58	(\$341,657.59)	(0.92%)	\$36,369,601.27	\$36,369,601.27	\$34,656,169.00	(4.94%)
NET (REVENUE)/EXPENDITURE	\$36,800,149.08	\$36,831,965.58	\$31,816.50	0.09%	\$35,951,177.71	\$35,951,177.71	\$34,326,169.00	(4.73%)

Corporate Financials - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Taxation	(\$131,033,783.12)	(\$130,256,397.01)	\$777,386.11	(0.60%)	(\$125,895,298.92)	(\$125,895,298.92)	(\$125,248,213.00)	(0.52%)
Payment in lieu of taxes	(\$4,578,570.06)	(\$4,501,741.00)	\$76,829.06	(1.71%)	(\$4,490,231.86)	(\$4,490,231.86)	(\$4,480,756.00)	(0.21%)
Fees and user charges	(\$15,824,695.71)	(\$14,821,847.00)	\$1,002,848.71	(6.77%)	(\$14,825,090.23)	(\$14,825,090.23)	(\$14,116,044.00)	(5.02%)
Government grants	(\$17,321,726.69)	(\$16,838,798.00)	\$482,928.69	(2.87%)	(\$18,729,619.26)	(\$18,729,619.26)	(\$16,412,618.00)	(14.12%)
Interest and investment income	(\$4,455,074.09)	(\$4,320,000.00)	\$135,074.09	(3.13%)	(\$3,424,004.32)	(\$3,424,004.32)	(\$4,320,000.00)	20.74%
Contribution from own funds	(\$1,094,902.44)	(\$944,689.75)	\$150,212.69	(15.90%)	(\$1,034,645.70)	(\$1,034,645.70)	(\$1,914,308.00)	45.95%
Other income	(\$3,012,657.27)	(\$2,500,000.00)	\$512,657.27	(20.51%)	(\$1,746,026.03)	(\$1,746,026.03)	(\$1,540,000.00)	(13.38%)
Change in future employee benefits	\$1,695,562.99		(\$1,695,562.99)	0.00%	(\$12,051,300.16)	(\$12,051,300.16)		0.00%
	(\$175,625,846.39)	(\$174,183,472.76)	\$1,442,373.63	(0.83%)	(\$182,196,216.48)	(\$182,196,216.48)	(\$168,031,939.00)	(8.43%)
EXPENDITURES								
Salaries	\$186,664.18		(\$186,664.18)	0.00%	\$1,034,905.18	\$1,034,905.18		0.00%
Benefits	(\$1,454,358.12)	\$20,000.00	\$1,474,358.12	7,371.79%	\$14,000.00	\$14,000.00	\$20,000.00	30.00%
TOTAL SALARIES/BENEFITS	(\$1,267,693.94)	\$20,000.00	\$1,287,693.94	6,438.47%	\$1,048,905.18	\$1,048,905.18	\$20,000.00	(5,144.53%)
Materials and supplies	\$183,913.77	\$300,878.00	\$116,964.23	38.87%	\$263,270.30	\$263,270.30	\$310,056.00	15.09%
Program expenses	\$763,763.24	\$763,788.18	\$24.94	0.00%	\$781,263.55	\$781,263.55	\$472,988.00	(65.18%)
Financial expenses	\$1,346,401.00	\$2,531,006.00	\$1,184,605.00	46.80%	\$2,912,319.22	\$2,912,319.22	\$2,530,756.00	(15.08%)
Purchased and contracted services	\$5,374.92	\$11,000.00	\$5,625.08	51.14%	\$37,185.55	\$37,185.55	\$11,000.00	(238.05%)
Grants to others		\$865.00	\$865.00	100.00%	\$863.72	\$863.72	\$865.00	0.15%
Transfer to own funds	\$12,451,355.67	\$12,465,550.32	\$14,194.65	0.11%	\$27,789,282.23	\$27,789,282.23	\$12,917,364.00	(115.13%)
TOTAL OTHER EXPENSES	\$14,750,808.60	\$16,073,087.50	\$1,322,278.90	8.23%	\$31,784,184.57	\$31,784,184.57	\$16,243,029.00	(95.68%)
	\$13,483,114.66	\$16,093,087.50	\$2,609,972.84	16.22%	\$32,833,089.75	\$32,833,089.75	\$16,263,029.00	(101.89%)
NET (REVENUE)/EXPENDITURE	(\$162,142,731.73)	(\$158,090,385.26)	\$4,052,346.47	(2.56%)	(\$149,363,126.73)	(\$149,363,126.73)	(\$151,768,910.00)	1.59%



Capital Levy & Debenture Debt - Fourth Quarter Ended December 31, 2022

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2021	2021	Budget	Percentage
	Actual	2022		Budget-Rem	Actual To: December	Actual Year End	2021	Budget-Rem YTD 2021
REVENUE								
Fees and user charges								
	(\$23.50)		\$23.50	0.00%	(\$187,378.09)	(\$187,378.09)	(\$350,000.00)	46.46%
		\$0.00	\$23.50	0.00%	(\$187,378.09)	(\$187,378.09)	(\$350,000.00)	46.46%
EXPENDITURES								
Long term debt								
Transfer to own funds								
TOTAL OTHER EXPENSES								
	\$955,237.25	\$1,502,314.00	\$547,076.75	36.42%	\$1,795,301.64	\$1,795,301.64	\$1,795,301.00	(0.00%)
	\$6,906,809.62	\$6,368,384.28	(\$538,425.34)	(8.45%)	\$6,054,046.00	\$6,054,046.00	\$6,243,514.00	3.03%
	\$7,862,046.87	\$7,870,698.28	\$8,651.41	0.11%	\$7,849,347.64	\$7,849,347.64	\$8,038,815.00	2.36%
	\$7,862,046.87	\$7,870,698.28	\$8,651.41	0.11%	\$7,849,347.64	\$7,849,347.64	\$8,038,815.00	2.36%
NET (REVENUE)/EXPENDITURE	\$7,862,023.37	\$7,870,698.28	\$8,674.91	0.11%	\$7,661,969.55	\$7,661,969.55	\$7,688,815.00	0.35%

Appendix B

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2022 CAPITAL BUDGET

SUMMARY OF PROJECTS

As at December 31, 2022

	2022 Approved Capital Budget	2022 Capital Budget Amendments	Revised 2022 Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
Roads/Bridges/Storm Sewers - Note 1	\$ 17,829,606	\$ 4,062,140	\$ 21,891,746	47.3%	\$ 18,612,878	\$ 3,278,868
Sanitary Sewer - Note 2	\$ 6,198,500	\$ -	\$ 6,198,500	13.4%	\$ 10,844,225	\$ (4,645,725)
Transit Fleet & Equipment	\$ 4,662,000	\$ -	\$ 4,662,000	10.1%	\$ 1,944,474	\$ 2,717,526
Building Capital Maintenance - Note 3	\$ 4,088,000	\$ 3,846,045	\$ 7,934,045	17.1%	\$ 5,799,848	\$ 2,134,197
Fire Fleet & Equipment	\$ 810,000	\$ -	\$ 810,000	1.8%	\$ 133,509	\$ 676,491
Public Works Fleet & Equipment - Note 4	\$ 1,804,831	\$ (266,450)	\$ 1,538,381	3.3%	\$ 1,453,392	\$ 84,989
Growth Projects - Note 5	\$ 500,000	\$ -	\$ 500,000	1.1%	\$ 4,197,970	\$ (3,697,970)
Landfill Upgrades	\$ 2,735,582	\$ -	\$ 2,735,582	5.9%	\$ 969,492	\$ 1,766,090
TOTAL	\$ 38,628,519	\$ 7,641,735	\$ 46,270,254	100%	\$ 43,955,788	\$ 2,314,466

Notes:

1 - Includes additional roadwork to be completed as a result of additional OCIF funding and NORDS funding approved after the 2022 Budget was finalized.

2 - Includes year-to-date spending on the West End Plant and MPS that was approved in previous years' capital budget.

3 - Includes amendments for the NG911 system which is funded from the Asset Management Reserve as well as the amendment required for the Mill Market Relocation.

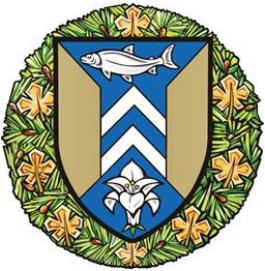
4 - This amendment reflects the uncommitment of funds for a Tandem Axle Street Sander partially reallocated to two other Public Works fleet projects. These funds will be uncommitted, therefore the reserve will not be drawn upon.

5 - Includes year-to-date spending on the Downtown Plaza of which full project cost was approved outside of the 2022 Budget.



APPENDIX C - 2022 RESERVE TRANSFERS TO BE APPROVED BY COUNCIL

Details	From Reserve	To Reserve
Information Technology		
Transfer to Computer Software Reserve		
CTO Position	\$	184,950
Note: target level of \$100K exceeded		
	Total \$	- \$ 184,950



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Frank Coccimiglio, Manager of Information Technology
DEPARTMENT: Corporate Services
RE: Netagen NG911 Commander 911 Amendment 1

Purpose

The purpose of this report is to approve execution of Amendment 1 to the original contract between Netagen Corporation and the City of Sault Ste. Marie.

Background

On June 13, 2022, City council approved the execution of By-Law 2022-112 for the provision of the Netagen NG911 solution/services for a period of five (5) years. On March 20, 2023, Council approved By-law 2023-47 authorizing execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Solicitor General for grant funding from the province to assist with the integration and implementation of Next Generation 9-1-1 (NG911).

Analysis

The execution of this amendment will maximize the funding received from the province for payment on the Netagen contracted services.

Financial Implications

The City has the opportunity to capitalize on provincial funding for the Next Generation 9-1-1 initiative. The amendment to this agreement allows for the organization to maximize a total of \$1.2 million announced. Without the amendment and frontloading expenditures, the City would be forced to forfeit a significant portion of available funding.

Included within the 2023 Budget was the financial impact of NG911. Subject to the approval of funding and associated reporting, this anticipated expenditure could be offset with the provincial funding.

Strategic Plan / Policy Impact / Climate Impact

Service Delivery - Ensuring that Police and Fire Services and the Corporation of the City of Sault Ste. Marie provide efficient and effective 9-1-1 communications to the community.

Recommendation

It is therefore recommended that Council take the following action:

Netagen NG911 Commander 911 Amendment 1

May 29, 2023

Page 2.

The relevant By-law 2023-92 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Frank Coccimiglio
Manager of Information Technology
705.759.5303
f.coccimiglio@cityssm.on.ca



netagen



**AMMENDMENT 1
COMMANDER 911 SERVICE
SCHEDULE**

This amendment (the "Amendment") is made by NETAGEN COMMUNICATION TECHNOLOGIES INC. (hereinafter "Netagen"), located at 236 Westbrook Rd, Carp, Ontario K0A 1L0 and The Corporation of the City of Sault Ste. Marie located at 99 Foster Dr, Sault Ste. Marie, ON P6A 5X6 ("Customer") as of this 31th day of March, 2023. Parties to the agreement "END USER NETAGEN COMMANDER 911 SERVICE SCHEDULE" dated (the "Agreement"). Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

1.1. Managed Service Term

The Netagen Commander 911 managed service is offered on 60 month fixed term contract. This contract will be prepaid in two installments. The first includes the contract initiation fee, any discounts as well as 48 months of the prepaid contract. This amount is to be split evenly between the Sault Ste. Marie Police, and the Corporation of the City of Sault Ste. Marie, the latter paying the contract initiation fee. The second invoice will be for the remaining 12 months of the managed service.

All 60 months of the contract must be committed to in advance and the second installment is not optional. It will be invoiced within 6 months of the original first installment invoice.

Payment is due within 30 days of invoice.

1.2. Managed Service Termination Policy

The Customer may terminate the Commander 911 Managed Service in its entirety during the contract term upon sixty (60) days written notice subject to the following termination fees:

- 100% of the unpaid balance for the first contract year (if applicable), plus
- 50% of the remaining unpaid balance for year 5 of the contract

1.3. Managed Service Start Dates

The Managed Service Billing will commence once the solution has been successfully deployed and accepted by the customer (see Section 3.2 Acceptance). Note that Customer may choose to delay putting the Commander 911 solution into full operation at their own discretion, but billing will commence upon completion of deployment as outlined in this Service Schedule.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized representatives on the date(s) indicated.

Netagen

Name: _____

Title: _____

Signature: _____

Date: _____

Customer

Name: _____

Title: _____

Signature: _____

Date: _____

1.3.1. Payment Summary

The contract is to be prepaid in two installments:

First Installment is for 4 years (48 months) of the managed service plus the contract initiation fee and any discounts provided.

At the request of the Corporation of the City of Sault Ste. Marie, 50% of this installment is payable by the primary site: Sault Ste. Marie Police. This amount total is: \$556,800.00. The Remaining 50% Plus the total one-time contract initiation fee of \$25,000 is payable by the secondary site: The Corporation of the City of Sault Ste. Marie. The amount total is: \$581,800.00.

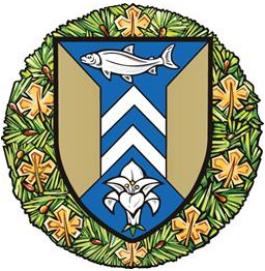
Second Installment is for 1 years (12 months) of the managed service. The total is \$278,400.00.

Payments are due 30 days from the date of invoice.

Subscription	Monthly
Primary Site (Site + Users)	\$12,500
Secondary Site (Site + Users)	\$10,700
Admin (Users)	
Total Monthly	\$23,200

1.3.2. Contract Total Summary

Subscription	Monthly	Term	Extended
One Time - Contract Initiation	\$25,000	1	\$25,000
Primary Site (Site + Users)	\$12,500	60	\$750,000
Secondary Site (Site + Users)	\$10,700	60	\$642,000
Admin (Users)		60	
Contract Value			\$1,417,000



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Ida Bruno, Labour Relations Coordinator
DEPARTMENT: Corporate Services
RE: Memorandum of Settlement for CUPE 3 Community Services Group

Purpose

The purpose of this report is to recommend the approval of the attached Memorandum of Settlement for CUPE Local 3 Community Services Group.

Background

The City, through the collective bargaining process, has reached a Memorandum of Settlement with the aforementioned unionized group for a five (5) year term.

Analysis

The highlights of the settlement are as follows:

CUPE Local 3 CSG

- Average annual increase to budget of 3.38% (inclusive of wage and benefit increases)
- Minor benefit enhancements
- Cap on lieu banks
- Improvements to contract language
- Able to support higher wage increase for Utility Arborist (Ticketed Trade)

Financial Implications

The financial impact of these settlements for 2023 can be accommodated in the contingency reserve provided for that purpose in the 2023 Budget. Future years' impacts will be outlined in the budget deliberations for those years. Please note:

- The increase to Utility Arborists was funded from within the mandate.
- All mechanics to have been moved to CUPE 3 Public Works.

Strategic Plan / Policy Impact / Climate Impact

This item applies to the Service Delivery focus area of the Corporate Strategic Plan.

Memorandum of Settlement for CUPE 3 Community Services Group

May 29, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Labour Relations Coordinator dated May 29, 2023 concerning Memorandum of Settlement for CUPE 3 Community Services Group be received and that Council ratify the Memorandum of Settlement.

Respectfully submitted,

Ida Bruno, CHRL
Labour Relations Coordinator
705.759.5449
i.bruno@cityssm.on.ca

MEMORANDUM OF SETTLEMENT

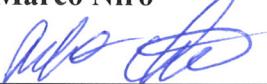
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
&
CUPE LOCAL CSG**

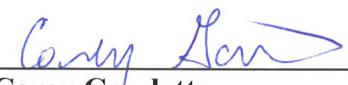
1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2023 to January 31, 2028.
4. Retroactivity will only apply to the Wage Schedule. All other terms negotiated will be in effect the 1st of the following month after ratification by both parties.
5. It is understood that student wages will be established corporately and that no retroactivity will be paid out. Student wages are not subject to the Wage Schedule increases.
6. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2023 provided, however, that the following amendments are incorporated in Appendix 1.

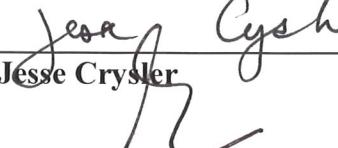
Signed this 17TH day of March, 2023.

For the Union


Marco Niro

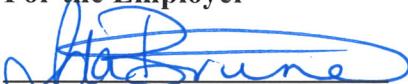

Rob Chartrand


Corey Gaudette

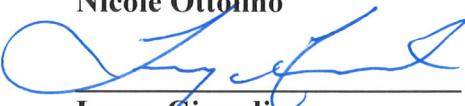

Jesse Cryster


Paul Edwards

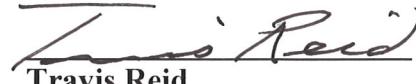
For the Employer


Ida Bruno


Nicole Ottolino


Larry Girardi


Susan Hamilton Beach


Travis Reid


Jason Mihaluk


Justine Palmer

Appendix 1

Sign Off Sheet #1
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

UNION PROPOSAL

ARTICLE 1 – PURPOSE

Current Language

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.

Agreed to Language

1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens **twenty-four hours a day, seven days a week.**

Therefore, the employees **may be requested** at all hours of the day or night to assist in providing the many services.

UNION PROPOSAL

ARTICLE 2 – RECOGNITION

Current Language

2:04 New Employees a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

Agreed to Language

2:04 New Employees: a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. **A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new employee a CUPE Local 3 welcome package.**

Agreed to Proposal:

3:00 UNION SECURITY

Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 1st of the month following in respect of which deductions have been made, accompanied by a list of all employees' names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status will be provided.

UNION PROPOSAL

New ARTICLE 3.04 – INFORMATION FOR UNION

Agreed to Language :

XX.XX The City shall provide the Union, monthly, with an electronic contact list in Excel of all employees in the bargaining unit. The contact list will include:

- a. home address
- b. home phone number or cell number
- c. work email address and where available, a personal email address
- d. Employment status: permanent, temporary, casual

CITY PROPOSAL

Article 11:07

Eliminate from Collective Agreement

Article 23:00 Sick Leave Provisions (23:09)

Sick leave will be used to cover any medical appointments exceeding appropriate length (ex. 1.5 hours in duration)

SIGNED AT SAULT STE. MARIE this 6th day of March, 2023

FOR C.U.P.E LOCAL 3

Mike Shuey
Bob Chot
Joe Cyoler
R

FOR CITY

Ida Bruno
Melanie Ottoline
Susan Beach
Eric Reid
Jay H
Geith

Sign Off Sheet #2
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

ADD NEW 6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner, and shall determine crew size, equipment and responsibilities.

Article 7 Discrimination

ORIGINAL:

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer or for any reason as set out in the Ontario Human Rights Code.

7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director of Public Works.

If the employee is not satisfied with the Director's response, the employee may submit the concern to the Deputy Chief Administrative Officer with a copy to the Director and Union. Upon conclusion of an investigation, the Deputy Chief Administrative Officer will provide a written response to the employee with a copy to the Director and Union.

Proposed:

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer, or for any reason as set out in the Ontario Human Rights Code.

7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. **Upon submission of the concern, the Employer shall conduct an internal investigation. Where a conflict of interest has been identified, the Employer will provide for a third party to investigate the complaint.** The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director of Public Works.

If the employee is not satisfied with the Director's response, the employee may submit the concern to the Deputy Chief Administrative Officer with a copy to the Director and

Union. Upon conclusion of an investigation, the Deputy Chief Administrative Officer will provide a written response to the employee with a copy to the Director and Union.

UNION PROPOSAL

ARTICLE 11 – SENIORITY

ORIGINAL Language

11:03 Probationary Employees: An employee shall be on probation until he has worked 1040 hours within any period of 180 consecutive days and during such period the employee shall not be subject to rights under the grievance procedure.

Proposed Language

11:03 Probationary Employees: **An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure.**

Probationary employees cannot apply out of the position they were hired into until probation is completed successfully.

*Balance of the article stays the same

ARTICLE 12:06

ORIGINAL

12:06 Disabled Employees: Any employee covered by this agreement who, through temporary disablement, is unable to perform their regular duties may be given any light or modified work available at the wages payable at the time for the position to which they are assigned.

PROPOSED

12:06 Approved Accommodations: Any employee covered by this agreement who, temporarily are unable to perform their regular duties, **may be assigned any light or modified work available at the wages payable at the time for the position. It is understood that proper medical documentation acceptable to the City must be provided.**

15 – LEAVE OF ABSENCE

ORIGINAL Language

15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year.

Proposed Language

15.04 Leave of Union Officers: Any employee who is elected or selected for a fulltime position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of **up to** one (1) year. This period may be extended by the City at the end of the year **upon request**.

ARTICLE 17:00

17:00 COMMUNITY CENTRES DIVISION – Change to COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

Article 20:09

ORIGINAL

20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Division Head by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.

Vacation selection commencing in the year 2006 to operate as follows:

- First Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Third Pick – Selection balance of vacation by seniority (Calendar week blocks)

- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department Head.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by March 1st.

PROPOSED

20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the **Manager** by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.

Vacation selection shall occur as follows:

- First Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Third Pick – Selection balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the **Manager**.
- Single day vacation selections permitted only by approval of the **Manager**.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by February 1st of the immediately preceding year of vacation selection. The **Manager** will confirm vacation selections by March 1st.

Article 25 – GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

ORIGINAL:

25:04 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

Proposed:

25:04 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed ~~four (4)~~ **three (3)** years of **continuous** service will be laid off due to contracting out.

Article 27:02

ORIGINAL

27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber boots, coats, pants, boots and hats. The City will also equip the trucks with suitable covering to protect the workers riding to and from work.

PROPOSED

27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber boots, coats, pants, boots and hats. **The City will also equip the trucks with suitable covering to protect the workers riding to and from work.**

24:00 PENSIONS

EXISTING

24:02 The plan shall be made available to all permanent full time employees of the City and shall become part of this Agreement.

PROPOSED

24:02 The plan shall be made available to all permanent full-time employees of the City and shall become part of this Agreement.

SIGNED AT SAULT STE. MARIE this 6th day of March, 2023

FOR C.U.P.E LOCAL 3




FOR CITY




Jim Cymo

Susie Bach
Luis Reid
Suzi H.

Sign Off Sheet #3
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

ARTICLE 12:00

12:00 Promotions, Vacancies and New Positions

ADD NEW LANGUAGE 12:12: The temporary transfer within the collective agreement shall be effective for a period of not more than ninety (90) days, and shall not be allowed within the probationary period.

RENEW LOU #1, 2, 4, 5, 6, 7

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Mario Mino
Cory Lam
Rod Chato
Junque Mignan

FOR CITY

Dale Brune
Howard Ottolini
Terry Reid
Jim
Sue Beach.

LETTER #1

CLARIFICATION NOTES

RE: FACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

Will be required to successfully complete within twelve (12) months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class "B" Certificate.

Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee's control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

The Employer and the Union agree that if the course isn't offered in twelve (12) months there will be an extension granted.

- Facility Operator Trainee II – JC9

Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator

Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or full Facility Operator rate accordingly.

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PW collective agreement.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Theresa
Carly Hart
Melissa
Jennifer Myran
Dee

FOR CITY

StaBruus
Nicole Ottoline
Tamis Reid
Jen
Suz Beach

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.
2. Seniority shall be exercised only within the Community Centres Division.
3. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.
4. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:
 - a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02
 - b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of twelve (12) hours in a given day at regular hourly rate.

Coffee and lunch breaks will be paid and are to be taken on the job.
 - c) The normal work-week shall be Sunday to Saturday.

- d) Hours of work will be an average of forty (40) hours per week over a one hundred and sixty (160) hour cycle.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Maria
Carry Lien
MC
Jennifer Mignan
R

FOR CITY

Shawn
Mark Attotio
Tina Reid
Dick
Susie Beach

NEW:

Letter #3

Letter of Understanding

Between

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

And

CUPE Local 3- CSD (union)

Currently, the Parks Group Leader is a Job Class 10. They lead the work of the Operators (JC 8). However, Backhoe Operator is a Job Class 12. the Backhoe Operator was was added in to the normal wage grid as a Job Class 12 (this took effect for the 2019 – 2023 term). When someone is Backhoe Operator, they are now at a higher JC than the Group Leader. This was contemplated for Cemetery as Appendix A includes an asterisk * next to its Job Class 14 Group Leader. The Group Leader at Parks should be leading the work at a higher Job Class when someone is in the Backhoe Operator position.

Whereas when an employee is operating a Backhoe, that Work Group Leader will be paid a Job Class 14;

Whereas The Group Leader would only receive the JC 14 Group Leader for the same period of time that an Operator is working in the Backhoe Operator JC 12 position;

Whereas the employee in Parks Division will be identified and will be reflected on the timesheet as Work Group Leader;

The parties agree on a without prejudice or precedent basis to the following:

1. Effective Sunday October 17, 2021 the Job Class 14 will be available for the Parks Division Work Group Leader;
2. Work Group Leaders will be assigned in accordance with seniority for those who have applied to the internal posting;

3. This is for the Park Operations, Maintenance & Horticulture Division only.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Marcia Ha
Gary Hart
Mike
Jennifer Mignan

FOR CITY

Ide Brune
Susie Bach
Jill
Tina Reid
Michele Ottoline

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

ARENAS AND POOLS

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Mark Sheppard
Carly Hart
W. G. Johnson
Jennifer Mignar
R.

FOR CITY

John Bruno
Marietta Tolino
Terry Reid
Jim Z
East Beach

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

DUTY TO ACCOMMODATE

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
 - (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.
- *The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
 - *Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
 - Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3

Mark Lo
Carly Lec
MB
Jessica Mignan
R

FOR CITY

John Bruno
Michele Attolico
Ti Reid
Jill
Susie Beach

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Facilities, Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement.

SIGNED AT SAULT STE. MARIE this 31st day of March, 2023

FOR C.U.P.E LOCAL 3





FOR CITY






Jennifer Mignani

Jivz
Sasi Beach

Sign Off Sheet #4
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

CITY PROPOSAL

Article 11:08

ORIGINAL

11:08 Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits their employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
- (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours
- (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
 - (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
 - (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twenty-four (24) months period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be

- interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
- (ii) The employee has five (5) or more years of service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.
-

PROPOSED:

11:08 Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits their employment,
- (2) the employee is discharged for ~~proper just~~ cause **and not reinstated through the grievance and arbitration process**,
- (3) the employee fails to report for work within fifteen (15) days after being notified by registered mail to return to work following a layoff. **The employee fails to report to work within five (5) days after being notified by registered mail to return to work following a layoff.**
- (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give satisfactory explanation on their return to the respective Director.
- (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
- (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
- (5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
- (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 22:00.

- (ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
- (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

(6) The employee is absent from work for a period in excess of twenty-four (24) calendar months due to layoff.

- ~~(i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.~~
- ~~(ii) The employee has five (5) or more years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.~~

The parties recognize and agree that the provisions of this clause **article** must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

ARTICLE 16:01

ORIGINAL

- 16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.
- (b) The normal work day shall be 8:00 A.M. to 4:30 P.M., unless otherwise required by management with a minimum of twelve (12) hours notice where 7:00 A.M. till 3:30 P.M. will be permitted Monday to Friday. (40 hours per week)
- (c) Shift workers – five (5) eight (8) hour shifts per week with two (2) consecutive days off.
- (d) The City shall designate, prior to the commencement of the shift, either a twenty (2) minute paid lunch period or a thirty (3) minute unpaid lunch period within the normal hours of work or shift workers.

PROPOSED

- 16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.
- (b) The normal work day shall be 8:00 A.M. to 4:30 P.M., unless otherwise required by management with a minimum of twelve (12) hours notice where 7:00 A.M. till 3:30 P.M. will be permitted Monday to Friday. (40 hours per week)

(c) Shift workers – five (5) eight (8) hour shifts per week with two (2) consecutive days off.

(d) The City shall designate, prior to the commencement of the shift, either a twenty (2) minute paid lunch period or a thirty (3) minute unpaid lunch period within the normal hours of work or shift workers.

(e) The Facility Operators at the GFL Memorial Gardens, and the Lock Operators will work 12 hour normal scheduled shifts, 1 week in a pay period will work 44 hours and the other week in the pay period will be 36 hours totaling 80 hours in a pay period;

(f) The Facility Operators at the John Rhodes Community Centre will work 10 hour normal scheduled shifts, 40 hours per week, totaling 80 hours in a pay period;

(g) The facility operators at the Northern Community Centre (NCC) will work ten (10) hour scheduled shifts, forty (40) hours per week, totaling 80 hours in a pay period.

Article 21:00

ORIGINAL

21:01 All employees shall be paid for the following holidays at the regular rate of pay:

New Year's Day	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday **	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the respective Director.

** Community Centres Division
Easter Sunday substituted for Easter Monday

PROPOSED

21:01 All employees shall be paid for the following holidays at the regular rate of pay:

New Year's Day	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday ** (remove asterisk)	Remembrance Day

Victoria Day
Canada Day

Christmas Day
Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the respective **Manager**.

Where employees are in an area which is a seven-day operation, the Corporation's designated days will not be recognized. Should an employee work on a Statutory holiday, they will be paid at time and one half plus get a 'banked stat' day off that is mutually agreed to by the respective Supervisor and employee.

'Banked stats' shall be taken at a mutually agreed upon time by the Manager and employee. Operational requirements will be considered.

** Community Centres Division
Easter Sunday substituted for Easter Monday

SIGNED AT SAULT STE. MARIE this 24th day of April, 2023

FOR C.U.P.E LOCAL 3

Mark Johnson
Mike Chiodo
John Cysler

FOR CITY

Steve Brune
Susie Bach
Jayne
Wesell Orlolina
Tina Reid
Destine Palmer

Sign Off Sheet #5
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

ORIGINAL LANGUAGE

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES 4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than three members who are employees of the City. The Union will advise the City of the Union nominees to the Committee.

AGREED TO LANGUAGE

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than **three four** members who are employees of the City **which may at the choice of the Union include the President of the local**. The Union will advise the City of the Union nominees to the Committee.

ORIGINAL LANGUAGE

15.05 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral or celebration of life is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Members of the immediate family means the employee's: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, grandparents-in-law, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below. Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law, sister-in-law, Aunt or Uncle.

"Spouse" means a person (a) to whom the person is married, or (b) with whom the person is living outside marriage in a conjugal relationship, if the two (2) persons, (i) have cohabited for at least one (1) year, (ii) are together the parents of a child, or (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; (" conjoint").

AGREED TO LANGUAGE

15:05 Funeral Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the Funeral or Celebration of Life.

Members of the immediate family means the employee's: wife or husband **spouse** or common-law spouse, mother, father, **parent**, **step-parent**, **sibling**, **sibling-in-law**, **child**, **step-child**, sister, brother, son, daughter, grandchildren, grandparents, grandparents-in-law, mother-in-law, and father-in-law **parent-in-law**.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as **husband and wife spouses**.

When death occurs to an employee's ~~brother-in-law~~, ~~sister-in-law~~, Aunt or Uncle, **niece or nephew**, the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid eight (8) hours straight time at their regular rate for one (1) scheduled working days.

ORIGINAL LANGUAGE

ARTICLE 17:00 COMMUNITY CENTRES DIVISION: \$

17:02

(a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division on a trial basis, employees may be scheduled to work eight (8), ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation. The hours of work shall be: 8 hour shifts (40 hours per week) — 10 shifts = 80 hours pay biweekly 10 hour shifts (40 hours per week) — 8 shifts = 80 hours pay biweekly 12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules. Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

(b) **PART — TIME FACILITY OPERATORS** Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that two thousand, eighty (2,080) hours worked is equivalent to one (1) year of employment.
- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of ten (10) years' service, 10% at the hourly equivalent of fifteen (15) years' service, 12% at the hourly equivalent of twenty (20) years' service and 14% at the hourly equivalent of thirty (30) years' service.

- Part-Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, GFL Centre Division & Lock.
- Part-Time Facility Operators will be entitled to 50% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part-Time Facility Operators.

New: language for any shift in excess of 8 hours shall be paid overtime starting at 8

18:06 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu at any given time — forty (40) hours (i.e. 5 work days) (Lieu time cannot be taken from May 1St to September 30th)
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from May 1 St to September 30th in any given calendar year.

AGREED TO LANGUAGE

17:02

(a) Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division ~~on-a trial basis~~, employees may be scheduled to work eight (8), **or** ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation. The hours of work shall be: 8 hour shifts (40 hours per week) — 10 shifts = 80 hours pay biweekly 10 hour shifts (40 hours per week) — 8 shifts = 80 hours pay biweekly 12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules. Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

(b) PART — TIME FACILITY OPERATORS Employees hired to be a part-time facility operator shall be subject to the following conditions:

- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that two thousand, eighty (2,080) hours worked is equivalent to one (1) year of employment.

- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years' service, 8% upon the hourly equivalent of ten (10) years' service, 10% at the hourly equivalent of fifteen (15) years' service, 12% at the hourly equivalent of twenty (20) years' service and 14% at the hourly equivalent of thirty (30) years' service.
- Part-Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings. Posting rights are limited to positions within Community Centre Division, GFL Centre Division & Lock.
- Part-Time Facility Operators will be entitled to 50% 100% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part-Time Facility Operators.

AGREED TO NEW LANGUAGE

23:00 SICK LEAVE PROVISIONS

23.09 Sick leave will be used to cover any medical appointments exceeding appropriate length.

SIGNED AT SAULT STE. MARIE this 28th day of April, 2023

FOR C.U.P.E LOCAL 3

Handwritten signatures for C.U.P.E Local 3, including: Mark, Carley, Joe, Mitch, and R.

FOR CITY

Handwritten signatures for the City, including: Darlene, Molly, Trixie, Sy, Sue, Jim, and Buster Palmer.

Sign Off Sheet #6
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

CURRENT WORDING

19:03 Employees directly assigned to perform a disinterment shall each receive an additional sixty-five dollars (\$65), effective February 1, 2014. It is understood that such payment shall be applicable only to disinterment's that are greater than sixty (60) days from the interment.

NEW WORDING

19:03 Employees directly assigned to perform a disinterment shall each receive an additional ~~sixty-five dollars (\$65)~~ **seventy five dollars (\$75)**, effective February 1, 2014. ~~It is understood that such payment shall be applicable only to disinterments that are greater than sixty (60) days from the interment.~~

CURRENT WORDING

23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the respective Director.

The City shall pay up to forty dollars (\$40) and effective February 1, 2014 increase to forty-five dollars (\$45) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

NEW WORDING

23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the respective Director.

The City shall pay up to ~~forty dollars (\$40)~~ and effective February 1, 2014 increase to ~~forty-five dollars (\$45)~~ **sixty dollars (\$60)** for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Notes to substantiate absences when an employee has been referred to the Attendance Management Program will not be reimbursed and is the responsibility of the employee.

Article 25 – GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS
CURRENT WORDING

25:04 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

NEW WORDING

25:04 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no ~~permanent~~ employee who has completed ~~four (4)~~ **three (3) of continuous** years of service will be laid off due to contracting out.

ORIGINAL

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – C.S.D.

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

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

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Director and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS 5TH DAY OF NOVEMBER, 2019

FOR THE UNION

"Paul Beauchamp"

"Bob Clement"

"Kevin McNama"

"Jennifer Migwans"

"Felicia Forbes"

FOR THE CITY

"Larry Girardi"

"Susan Hamilton-Beach"

"Jason Mihailiuk"

"Travis Reid"

"Ida Bruno"

PROPOSED:

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – CSG

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

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon

request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave - P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one-half (1-1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate **two (2) hours at the CUPE 67 Civic JC 12 Level 4** rate for the preparation of such invoice.

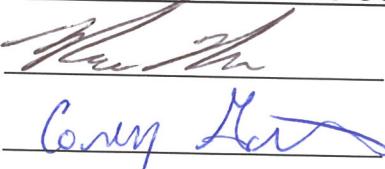
The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

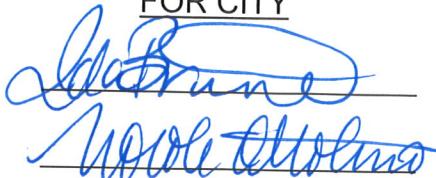
The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed at Sault Ste. Marie this 17th day of May, 2023.

FOR C.U.P.E LOCAL 3 CSG



FOR CITY



Jean Lysler
M. O.
R.

Jayne
Susie Beach
Jayne

SIGNED AT SAULT STE. MARIE this 17th day of May, 2023

FOR C.U.P.E LOCAL 3

Mark Hoss
Cory Hart
Alice Hart
Jean Lysler

FOR CITY

Maureen Brune
Marilyn Ottolino
Susie Beach
Jayne
Trish Rand
Justin Palmer

Sign off sheet #7
CUPE Local 3 Community Services Group
&
The City of Sault Ste. Marie

2023 Negotiations Items

ORIGINAL

18:06 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu at any given time - forty (40) hours (i.e. 5 work days) (Lieu time cannot be taken from May 1st to September 30th)
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, will be paid out.
- Lieu time off shall not be granted from May 1st to September 30th in any given calendar year.

PROPOSED

18:06 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu - ~~forty (40) one hundred (100) hours banked~~ ~~lieu time (i.e. 5 work days)~~ ~~once per calendar year. (In the Parks~~ ~~Division only,~~ ~~lieu time cannot be taken from June 1st to August 31st)~~
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, **hours** will be paid out **annually**.
- Lieu time off shall not be granted from ~~June 1st to August 31st~~ in any given calendar year (**except in the Community Centres division**).

19:00 PREMIUMS

ORIGINAL

19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:

- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of one dollar (\$1.00) per hour for the full shift.
- (2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of one dollar (\$1.00) per hour for the full shift.

19:02 The City shall pay employees a Sunday premium of one (1) dollar per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto.

PROPOSED

19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:

- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of one dollar (\$1.00) per hour for the full shift. **\$1.05 per hour for the full shift effective February 1st, 2023, \$1.10 per hour for the full shift effective February 1st 2024, \$1.15 per hour for the full shift effective February 1st 2025, \$1.20 per hour for the full shift effective February 1st 2026, and \$1.25 per hour for the full shift effective February 1st, 2027.**
- (2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of one dollar (\$1.00) per hour for the full shift. **\$1.05 per hour for the full shift effective February 1st, 2023, \$1.10 per hour for the full shift effective February 1st 2024, \$1.15 per hour for the full shift effective February 1st 2025, \$1.20 per hour for the full shift effective February 1st 2026, and \$1.25 per hour for the full shift effective February 1st, 2027.**

19:02 The City shall pay employees a Sunday premium of one (1) **one dollar thirty (\$1.30)** per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto of **\$1.05 per hour effective February 1st, 2023, \$1.10 per hour effective February 1st 2024, \$1.15 per hour effective February 1st 2025, \$1.20 per hour effective February 1st 2026, and \$1.25 per hour effective February 1st, 2027.**

NEW ARTICLE

MEDICAL EXAMINATIONS

Costs for medical examinations which are required by the Ministry of Transportation as a condition of maintaining a specialized class license shall be reimbursed to employees up to fifty (\$50.00) dollars, once for the life of the agreement, upon providing proof of medical and receipt.

22:00 GROUP WELFARE PLAN

ORIGINAL

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)
- Extended Health Care
 - Vision Care - \$425.00/ 24 month (effective Jan. 1, 2020) and \$450.00/ 24 month effective Jan. 1, 2022. Note: This amount can be used for laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
Hearing Aides up to a maximum of \$400.00
 - Orthodics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Ward Hospital Coverage

Paramedical Benefit:

Maximum of \$1,100 per calendar year for any combination of the following services:

Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$1,000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to three thousand (\$3,000 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- Group Life Insurance Plan
 - Life Insurance - One and one-half times (1-1/2 times) basic annual salary. Per the insurer, life insurance coverage will convert to \$10,000 on the day the employee attains age 65 and terminate on the date the employee attains age 70.
 - Double Indemnity for Accidental Death and Dismemberment; Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or

- (b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- (c) An active employee attains age 65.

PROPOSED

- 22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.
- Ontario Hospital Insurance Plan (O.H.I.P.)
 - Extended Health Care
 - Vision Care - \$425.00/ 24 month (effective Jan. 1, 2020) and \$450.00/ 24 month effective Jan. 1, 2022. **\$475.00/ 24 month (effective January 1, 2023) and \$500.00/ 24 month (effective January 1, 2024)** Note: This amount can be used for laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Hearing Aides up to a maximum of \$400.00
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Ward Hospital Coverage

Paramedical Benefit:

Maximum of **\$1,100 one thousand three hundred (\$1300)** per calendar year for any combination of the following services:

Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$1,000 **one thousand five hundred (\$1500)** per calendar year for Psychological Benefit (MSW, Registered Counsellor, Psychologist **or Marriage and Family Therapist**).

Out of Province Travel Plan

- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to three thousand (\$3,000 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- Group Life Insurance Plan
 - Life Insurance - One and one-half times (1-1/2 times) basic annual salary. Per the insurer, life insurance coverage will convert to \$10,000 on the day the employee attains age 65 and will terminate on the date the employee attains age 70.
 - Double Indemnity for Accidental Death and Dismemberment; Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- (c) An active employee attains age 65.

***All benefits will be on a go-forward basis. There will be no retro on benefits.**

(Only to appear in the MOS)

ORIGINAL

26:00 TOOLS, EQUIPMENT & CLOTHING

- 26:01 The City will provide all tools and equipment to carry out the work of the City, including rain coats, pants, rubber boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.
- 26:02 The City will provide, where necessary, high-visibility, Class 2, Level 2 coveralls for all its employees.

Employees working in the Forestry group, the following will be considered essential for City work only.

- 2 pairs of chainsaw pants per year
- 2 long sleeve shirts per year
- 1 winter parka every 2nd year
- 1 regular utility jacket or sweatshirt in alternate year of parka and every 2nd year

It is further understood and agreed that any damage not work related or that did not happen at work to city-provided PPE shall be replaced or repaired at the employee's expense.

- 26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance two hundred dollars (\$200.00) for the purchase of one pair of C.S.A. approved safety boots.

PROPOSED

26:00 TOOLS, EQUIPMENT & CLOTHING

- 26:01 The City will provide all tools and equipment to carry out the work of the City, including rain coats, pants, rubber boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.

26:02 The City will provide, where necessary, high-visibility, Class 2, Level 2 coveralls **or jacket or shirt to a maximum of \$100** for all its employees **positions where required, as determined by management.**

Employees working in the Forestry group, the following will be considered essential for City work only.

- 2 pairs of chainsaw pants per year
- 2 long sleeve shirts per year
- 1 winter parka every 2nd year
- 1 regular utility jacket or sweatshirt in alternate year of parka and every 2nd year

It is further understood and agreed that any damage not work related or that did not happen at work to city-provided PPE shall be replaced or repaired at the employee's expense.

26:03 All permanent and seasonal employees who were such on June 1st each year, will be provided an annual allowance **two hundred and twenty-five fifty** dollars (\$200.00) **(\$250.00)** for the purchase of one pair of C.S.A. approved safety boots **footwear.**

Article 28:00 Wage Schedule

To be applied to below table

2023 \$1.20

2024 3.0%

2025 3.0%

2026 2.75%

2027 3.75%

**** The City is serving notice that we will not replace the carpenter positions once the existing employees vacate the positions. Carpenter work will be performed by CUPE PW 3 Carpenters. This will appear in the MOS only.**

PROPOSED

29:00 TERM OF AGREEMENT

- 29:01 This Agreement shall continue in force and effect from February 1st, 2019 until January 31st, 2023 **February 1, 2023 until January 31st, 2028**. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2023 **January 31st, 2028** present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2023 **January 31st, 2028** this Agreement and all its terms will continue in force until a new Agreement is executed.
- 29:02 Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Reclassify Utility arborists: Move from JC 12 to JC 14. This would be effective July 1, 2023.

Group Leader of Forestry: Increase from JC 14 to JC 15. This would be effective July 1, 2023.

ORIGINAL

APPENDIX "A"

LIST OF THE JOBS COVERED BY THIS AGREEMENT:

<u>DIVISION AND JOB TITLE</u>	<u>JOB CLASS</u>
Parks Division	
Labourer	1
Riding Mower Operator	1
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8

Operator	8
Maintenance Person	8
Gardener	9
Utility Arborist	12
Backhoe Operator	12
Carpenter ¹	15
Carpenter/Cabinet Maker ¹	15
Mechanic ¹	15

Group Leader

- Sportsfield	10
- Operations (Grass)	10
- Maintenance	10
- Repair/Maintenance	10
- Horticulture	11
- Forestry	14

Cemetery Division

Labourer	1
Operator	8
Lead Hand	10
Backhoe Operator	12
Mechanical Repairperson	12
Mechanic ¹	15
* Group Leader	14

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator (No assigned JC; see separate wage schedule)	
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

¹ Effective May 15, 2020 see separate wage schedule for Carpenters and Mechanics

PROPOSED

APPENDIX "A"

LIST OF THE JOBS COVERED BY THIS AGREEMENT:

<u>DIVISION AND JOB TITLE</u>	<u>JOB CLASS</u>
Parks Division	
Labourer	1
Riding Mower Operator	1
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8
Operator	8
Maintenance Person	8
Gardener	9
Utility Arborist	12 14

Backhoe Operator	12
Carpenter ¹	15
Carpenter/Cabinet Maker ¹	15
Mechanic ¹	15

Group Leader

- Sportsfield (seasonal)	10
- Grass cutting (seasonal)	
- Operations (Grass)	10
- Maintenance	10
- Repair/Maintenance	10
- Horticulture	11
- Forestry	14 15

Cemetery Division

Labourer	1
Operator	8
Lead Hand	10
Backhoe Operator	12
Mechanical Repairperson	12
Mechanic ¹	15
* Group Leader	14

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator (No assigned JC; see separate wage schedule)	
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

¹ Effective May 15, 2020 see separate wage schedule for Carpenters and Mechanics

SIGNED AT SAULT STE. MARIE this 17th day of May, 2023

FOR C.U.P.E LOCAL 3

Mark

Gerry Lanz

Mike Stotz

Jay Lysne

FOR CITY

Bob Brune

Weselloline

Sus Bach

Justin Palmer

Jay L.

Chris Reid

Janice

New Letter of Understanding #8

Between

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

And

CUPE Local 3- CSD (union)

Currently, the Parks Group Leader is a Job Class 10. They lead the work of the Operators (JC 8). However, Backhoe Operator is a Job Class 12. the Backhoe Operator was was added in to the normal wage grid as a Job Class 12 (this took effect for the 2019 – 2023 term). When someone is Backhoe Operator, they are now at a higher JC than the Group Leader. This was contemplated for Cemetery as Appendix A includes an asterisk * next to its Job Class 14 Group Leader. The Group Leader at Parks should be leading the work at a higher Job Class when someone is in the Backhoe Operator position.

Whereas when an employee is operating a Backhoe, that Work Group Leader will be paid a Job Class 14;

Whereas The Group Leader would only receive the JC 14 Group Leader for the same period of time that an Operator is working in the Backhoe Operator JC 12 position;

Whereas the employee in Parks Division will be identified and will be reflected on the timesheet as Work Group Leader;

The parties agree on a without prejudice or precedent basis to the following:

1. Effective Sunday October 17, 2021 the Job Class 14 will be available for the Parks Division Work Group Leader;
2. Work Group Leaders will be assigned in accordance with seniority for those who have applied to the internal posting;
3. This is for the Park Operations, Maintenance & Horticulture Division only.

4. This will be included in the next Collective Agreement
5. No grievances or any other claims shall arise out of the implementation of this agreement from the Union or the employee affected.

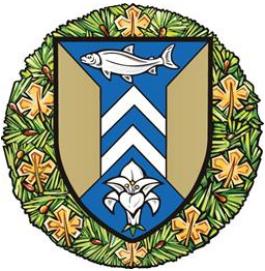
SIGNED AT SAULT STE. MARIE this 24th day of April, 2023

FOR C.U.P.E LOCAL 3

Mike McRae
Gerry Martz
Robert Charlton
José Cusler
J. R.

FOR CITY

Bob Brune
Suz Beach
Lynne
Michele Ottolina
Tina Reid
Justin Palmer



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: 2023 Arts and Culture Assistance Grants – Late Intake

Purpose

This report provides recommendations to City Council from the Cultural Vitality Committee for the distribution of the 2023 Arts and Culture Assistance Grants for the late intake period.

Background

The Cultural Vitality Committee (CVC) on behalf of City Council evaluates the applications against the criteria in the City's Arts and Culture Assistance Program criteria and makes a recommendation to City Council for the distribution of the grant funds.

The Arts and Culture Assistance Program (ACAP) Criteria was approved in 2021. The second intake closed on March 31, 2023. The new guidelines provide funding support, in line with the priorities identified in the Community Culture Plan 2019-2024 to foster growth and development of the local arts and culture sector.

Analysis

Sixteen (16) applications were submitted in the second intake period for funding in 2023 with requests totalling \$91,545.00. The total funding available annually for Arts and Culture Assistance Program is \$104,500 and the second intake has a total of \$47,039 available for allocation. The ACAP identifies four types of grants: project, operational, festival/event and cultural diversity or combination of the four.

CVC members scored each of the applications using one of the two evaluation rubrics, each have three assessment criteria:

Incorporated Non-profits:

1. Organizational and Financial Health
2. Artistic and/or Cultural Merit
3. Community Impact:

Unincorporated Collective/individual

1. Artistic and/or Cultural Merit
2. Community Impact
3. Viability or Project/Activity

2023 Arts and Culture Assistance Grants – Late Intake

May 2, 2023

Page 2.

Members of the Cultural Vitality Committee met on two occasions to score and review applications for the late intake. Meetings were held on April 19 and May 2, 2023. Applications were scored out of 15 and funding was allocated based on the overall score. A summary of the approved applications is attached.

At the May 2, 2023 meeting the Cultural Vitality Committee passed the following resolutions:

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2023 Arts & Culture Assistance Program – Late Intake as follows:

1. Metis Nation of Ontario – Powley Case 29th Anniversary Commemoration: \$11,885
2. Friends of Ermatinger Clergue National Historic Site – Fall Rendezvous and Harvest Festival: \$6,229
3. Centre de Francophone – Festival du Jour de Franco-Ontariens Day Festival: \$2,869
4. Andree-Ann Deschenes – Commission Project \$1,712
5. Rebeka Heron – Beka & Neko short film: \$1,494
6. Dustin Goodall - Pointless - \$1,642
7. Lucinda Hatt – Metis/Voyageur Art Creation Metis Heritage Centre SSM: \$1,665
8. Nicole Dyble – 2023 Concert Series: \$1,552
9. Sault Symphony Orchestra – Nutcracker Suite: \$5,150
10. Sault Blues Society: \$1,516
11. Sault Theatre Workshop: \$4,654
12. Brandon Ruch – Album Project: \$1,362

CARRIED

Resolution below were separated out as there were conflicts declared.

Resolved that the Cultural Vitality Committee recommend to City Council the following grant for the 2023 Arts and Culture Assistance Program – Late Intake as follows:

Over the Rainbow: \$2,552

CARRIED

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2023 Arts and Culture Assistance Program - as follows:

Northern Ontario Latin Hispanic Association – Gala Latina 2023: \$2,787

CARRIED

Resolved that application 7.1.13 – John DeLorenzi is removed from the application review process.

CARRIED

2023 Arts and Culture Assistance Grants – Late Intake

May 2, 2023

Page 3.

Financial Implications

An amount of \$104,500 is included in the City's operating budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture. Total allocation recommended for the first intake period in 2023 was \$57,461. The balance of \$47,039 is recommended for allocation.

Strategic Plan / Policy Impact

Corporate Strategic Plans Focus Area: Quality of Life - Promote, grow and support cultural activities identified the cultural plan implementation as a key activity.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 29, 2023 concerning the 2023 Arts and Culture Assistance Program Grants – Early Intake be received and that the following grants be approved:

1. Metis Nation of Ontario – Powley Case 29th Anniversary Commemoration: \$11,885
2. Friends of Ermatinger Clergue National Historic Site – Fall Rendezvous and Harvest Festival: \$6,229
3. Centre de Francophone – Festival du Jour de Franco-Ontariens Day Festival: \$2,869
4. Andree-Ann Deschenes – Commission Project: \$1,712
5. Rebeka Heron – Beka & Neko short film: \$1,494
6. Dustin Goodall – Pointless: \$1,642
7. Lucinda Hatt – Metis/Voyageur Art Creation Metis Heritage Centre SSM: \$1,665
8. Nicole Dyble – 2023 Concert Series: \$1,552
9. Sault Symphony Orchestra – Nutcracker Suite: \$5,150
10. Sault Blues Society: \$1,516
11. Sault Theatre Workshop: \$4,654
12. Brandon Ruch – Album Project: \$1,362
13. Over The Rainbow: \$2552
14. Northern Ontario Latin Hispanic Association – Gala Latina: \$2,787

Respectfully submitted

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca

Le Centre Francophone de Sault-Sainte-Marie

Franco-Ontarian day is typically celebrated in this community through celebrations at the Ermatinger Clergue National Historic Site and led by Le Centre Francophone de Sault-Ste-Marie. These celebrations typically include live music, face-painting, games for children and many more activities. This year the group is planning for another large event to celebrate Franco-Ontarian culture on Sunday September 24th (one day before Franco-Ontarian day) to showcase and celebrate everything that makes Franco-Ontarian culture special. On Monday September 25th, the Centre Francophone is planning to invite Francophone and Immersion schools to a formal flag-raising event, which will conclude with a walk through Clergue Park.

Northern Ontario Latin Hispanic Association – Gala Latina, 2023

This event is part of 2023 Latin-Hispanic heritage month and will include a special authentic Latin-Hispanic dinner menu event with specialty beverages, live Latin musical and dance performances as well as Latin American music. This event includes recognition and celebration of local Latin students and business people within the community as well as guest speakers. An evening of dancing and music follows the event proceedings.

Sault Blues Society

Sault Blues Society has planned a series of events which mix local musical talent and brings out of town acts to perform throughout the year. This series of events will run from June 1, 2023 until February 8, 2024. The lineup is as follows:

1. Campbell & Johnson – June 2023
2. Friday Night Blues – July 2023, Rotaryfest at Stage 2
3. Miss Emily
4. Blues for Food – December 2023, local fundraiser presented each December at a local venue supporting either the Soup Kitchen or St. Vincent Place
5. Bon Soo, February 2024

Historic Sault Ste. Marie Metis Council

2023 is the 40th anniversary of the founding of the Metis National Council (MNC), the 30th Anniversary of the reorganization and establishment of the Metis Nation of Ontario (MNO), and the 20th Anniversary of the Supreme Court of Canada decision on R. v Powley. In the fall of 2023, the Historic Sault Ste. Marie Metis Council will partner with the Huron-Superior Regional Metis Community, the MNO and the MNC to celebrate these important anniversaries beginning with a Heritage Canada funded (\$200,000) commemoration exhibit that will be open to the public. This exhibit opening kicks off a season of events and celebrations which will bring together the Metis Community and the rest of the Sault Ste. Marie community in a way that will advance the shared goal of reconciliation. The celebrations will conclude when MNO hosts a National Metis rights conference that will welcome over 400 Metis leaders and academics to

Sault Ste. Marie. The celebration will see all manner of Metis culture on display from an art show to a series of music and dance performances, cooking classes, canoe trips on the St Mary's River and multiple story telling events.

Sault Symphony Orchestra – The Nutcracker Suite

The Nutcracker presented by Ballet Jorgen will be performed at the Sault Community Theatre Centre in December 2023. This ballet, which was originally European in its presentation has been transformed with backdrop sets born out of a collaboration with the McMichael Canadian Aarat collection and will include new characters for the audience to meet. Thirty foot backdrops upon the stage that are based upon the work of the Group of Seven bring the image of Canadian landscape to life. Appealing to all ages, this version of the Nutcracker ballet is an effective way to introduce both young and old to the art form.

Friends of Ermatinger Clergue National Historic Site – Fall Rendezvous and Harvest Fest 2023

Each year the local group, Friends of the Ermatinger Clergue National Historic Site, organize the annual Fall Rendezvous at the ECNHS. Re-enactors along with heritage and cultural presenters, showcase the culture and traditions of the people who lived in the area over 200 years ago and helped to establish the city of Sault Ste. Marie. During this four day festival, the event allows for education programming for schools, and brings history to life for members of the public. With this funding the group plans to include French interpreters/heritage presenters, who can create and build a birch bark canoe on location as part of their presentations.

Over the Rainbow Children's Entertainment – Operating Grant

Over the Rainbow Children's Entertainment has planned the following lineup for the 2023-2024 season:

- Andy G. – (Music/Clowning) – October 15, 2023
- Th'owaxiya –The Hungry Fish (Theatre) – October 21, 2023
- Merry Marching Band – (Music) - February 18, 2024
- Tetris – (Dance) - March 2, 2024
- Tim Holland – (Ventriloquist) – May 12, 2024

Sault Theatre Workshop – Operating Grant

The Sault Theatre Workshop is a non-profit community theatre organization located in Sault Ste. Marie, Ontario with a mission to promote and develop the arts and culture of the community, provide opportunities for residents and visitors to experience live theatre, performance related workshops, and educational programming.

The theatre produces a range of productions each year, including plays, musicals, and other theatrical performances, featuring local actors, musicians, and artists and offers a range of

educational programs and workshops, providing opportunities for community members of all ages to develop their theatre skills and knowledge.

2023 Small Concert Series – Nicole Dyble

The 2023 Concert Series will seek to provide paid performance opportunities to local and touring artists between May and September 2023. Nicole Dyble will book, coordinate, and promote 5 live music events during this time period, with each event will include a touring artist and local artist paired together. Nicole will partner with downtown venues to present these events and include opportunities for four to five small businesses to act as vendors at these events to encourage increased attendance and contribute to the economic vitality and diversity of the series. Two youth volunteers will also be engaged to help run each event. Admission to each event will be by "pay what you can" donation.

Andree-Ann Deschenes – Commission Project

This project represents an interdisciplinary approach to an album recording that serves as the basis for a documentary and music video. Andree-Ann Deschenes has commissioned seven Jazz and Brazilian masters to write new music for her; the prompt was to write a solo piano piece of 7 to 8 minutes, reflecting experiences with different musical worlds such as classical, jazz, and Brazilian music. The composers involved are Kerry Politzer, Carmen Sandim, Andre Mehmari, Bianca Gismonti, Jovino Santos Neto, and Cassio Vianna. Filmmaker Daniel Nystedt will document the development and creative process of this project. A concert is planned for May 7th at The Loft, where footage of this documentary is to be previewed to generate interest and support funding initiatives. The album recording will be held at The Loft studios. Award-winning producer Greig Nori will be engineering the session. Finally, a music video will be filmed by Daniel Nystedt, with the assistance of George Ravlich and Andrea Pinheiro. The concept is to bring a grand piano to the St. Mary's Paper Pulp Tower to film a performance. This engages with the idea of removing barriers surrounding the art of concert music and juxtaposes the high art of piano performance with the aesthetics of an empty, decrepit, historical building, making a statement related to historical tradition. The album release event is to be scheduled in December 2023 at The Loft. Physical copies of the album would include a DVD with the documentary and music video.

Beka & Nico – Rebeka Heron

Rebeka Heron will create an animated short film about Beka and her dog, Nico, who set out to visit cousins in Sault Ste. Marie in their little air-stream, from BC. This will be a 2D animated project that will employ two local actors to voice the characters, work with the sound team at Parka Pictures, and work with Northern Ontario animators. After the animated film is complete the filmmaker will enter the project into film festivals such as Shadows of the Mind (Sault Ste. Marie), Cinefest (Sudbury), and Ottawa International Animation Festival and hopes to hold a screening of the film at the 2024 Fringe North Festival, as well as part of the 2024 Over the Rainbow Children's Entertainment Series.

Brandon Ruch Music

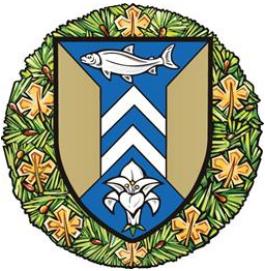
The artist will be record an album consisting of approximately 6-8 tracks in the Loft Studio, recorded by Greig Nori and co-produced by Greig Nori and Frank Deresti. The artist plans to engage the music community by using a multitude of local musicians to play on the album and collaborate with varying degrees of involvement. Upon completion, the artist intends to release multiple single tracks and the completed works as their debut studio album.

Lucinda Hatt – Metis/Voyageur Art Creation for Metis Heritage Centre SSM

The artist will paint images of Metis people from the past and present in a way that depicts Metis life. The artist has attended a reenactment of the War of 1812 at St. Joe's Island and documented the depicted events, and will translate those renderings into paintings or murals of the events. The artist is inspired but the landscape of Sault Ste. Marie and will be instrumental in completing approximately 10-15 new works. This work will be showcased at the Historic Sault Ste. Marie Metis Council located on John Street.

Dustin Goodall – Pointless

This local indie-rock band will record a debut full length album and music video. This project's recording and launch requires the services of photographers, videographers, mixing engineers and venue collaboration to bringing a variety of artists and professionals together to find completion.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Buchan House Relocation and Addition

Purpose

The purpose of this report is to seek Council approval to relocate Buchan House from its current location on Conservation Authority property to 943 Landslide Road.

Background

In September of 2021 Caleb Cuerrier submitted a request to the Municipal Heritage Committee to relocate Buchan House from its current location on Conservation Authority property to Landslide Road (a distance of approximately 140m). Mr. Cuerrier is intending to preserve Buchan House and turn it into his primary residence, which also includes an addition to the building. The letter from Mr. Cuerrier is attached as Appendix A.

History

The Buchan Residence first came to prominence in 1972 when the City of Sault Ste. Marie expropriated the property on which the house sat as part of a land acquisition process for a possible deep water harbour. The harbour project did not proceed and the house was rented out by the municipality until 1988. After the last tenant vacated the property, its condition had deteriorated to such an extent that the Property Department of the City of Sault Ste. Marie recommended immediate demolition.

In September of 1989, the building was viewed by Fred Cane, Conservation Officer for the Heritage Branch of the Ministry of Culture and Communications. Mr. Cane's report of March 1990 suggested that LACAC (Local Architectural Conservation Advisory Committee) recommend to City Council that the building was worthy of designation. In order to save the building from being demolished, LACAC found a party who was prepared to record and dismantle the building and store the logs for re-erection, and City Council graciously sanctioned a one-week extension to allow this to happen.

Buchan House Relocation and Addition

May 29, 2023

Page 2.

These timbers were re-erected in their new location on Conservation Authority land leased to "Mockingbird Hill Farm". The building for many years was used for educational purposes and community-based programs and events.

The Buchan House was designated under Part IV of the Ontario Heritage Act in 1992.

Reasons for Designation

The Buchan Residence is the only known locally surviving squared log building in sound condition and with minimal alterations. Although of relatively late date for that type of construction, it embodies the highest standard of traditional solid lumber carpentry.

While it is unusual to designate a building which has been relocated from its original site, the Ontario Heritage Foundation established certain criteria which can justify such action:

1. The importance of the designation must be intrinsic to the structure itself, rather than the location or historic connotation.
 - this is certainly the case with the Buchan Residence.
2. The move must have been necessary for the preservation of the building and must not be simply a matter of convenience.
 - this too applies to the Buchan House Residence
3. The new location should match as closely as possible the original site and surrounding.

The present site on Mockingbird Hill Farm is very similar to the original with a setback from the road, relationship to existing grade, proximity of similar buildings (rural atmosphere) and extensive views to all four directions. A copy of the full designation report is attached for reference as Appendix B.

Since the Buchan House was moved it has been an integral part of Mockingbird Hill Farm. Mr. Cuerrier has invested time and money into maintaining the property for over 30 years.

Analysis

As a first step City Staff and the property owner researched the ownership of the Buchan House. The house is located on Sault Ste. Marie Region Conservation Authority land which was leased to Robert Cuerrier, owner of Mockingbird Hill Farm.

Buchan House Relocation and Addition

May 29, 2023

Page 3.

Mr. Cuerrier and City Staff have been in correspondence with Corrina Barrett, General Manager/Secretary-Treasurer of Sault Ste. Marie Region Conservation Authority (SSMRCA) to gather additional information on the ownership of the property. Attached as Appendix C is correspondence which the SSMRCA provided from July 19, 1991 which indicates that the SSMRCA is the owner of the Buchan House. Mr. Cuerrier will require permission from the SSMRCA prior to any movement/modification as part of the lease that SSMRCA has with Robert Cuerrier. The General Manager indicated that they were supportive of the request and from a preliminary standpoint, staff would agree with and approve the move and sale of the Buchan house. However, this request would have to go through the SSMRCA Board for approval.

In addition, Mr. Cuerrier has also contacted Peter Tonazzo, Director of Planning who indicated that he would be required to complete an application requesting either a rezoning or minor variance in order to move the Buchan House onto their property.

Mr. Cuerrier attended the April 4, 2023 Municipal Heritage Committee meeting to present background information on the history, proposed move of Buchan House and details on the addition.

As Mr. Cuerrier outlined in correspondence and to the Municipal Heritage Committee;

The Cuerrier family have an invested history in Buchan House spanning the last 30 years and are eager to provide ongoing stewardship. The move of the house to property owned by the Cuerrier family and conversion of Buchan House into a residential dwelling allows for ongoing conservation. The Buchan House as it is currently situated does not have road frontage of its own. Through discussions with the Conservation Authority it does not appear that there is another proposed sustainable use. Without my intervention, this heritage building will be at risk of further deterioration unless the Conservation Authority was willing to accept responsibility for future preservation.

At the meeting Mr. Cuerrier presented a design for the addition he is proposing. Members of the Municipal Heritage Committee had the opportunity to review the design and ask questions. Below is an overview of the request:

- Buchan House will be moved approximately 140 m closer to Landslide Road. The building will be put onto a float and moved intact. A map which

Buchan House Relocation and Addition

May 29, 2023

Page 4.

- shows the approximate location of that is proposed (pending approval by the Planning Division) is attached as Appendix D
- The original log timbers would be maintained and visible from three sides.
 - The current front façade of Buchan House will be facing Landslide Road. The addition would be attached onto the right side of the house when viewed from Landslide Road.
 - A wrap around porch is proposed to help minimize water infiltration which has posed an ongoing issue and resulted in the replacement of timbers. Currently, the house has a front porch. Prior to the move of Buchan House from Carpin Beach Road in 1990 to the current location the home also had a glazed porch on one side which is documented in the designation report
 - The house currently does not sit on a foundation and would be placed on a concrete foundation.
 - The new addition would use board and batten siding on the new addition.
 - Metal roofing would be used on both structures.

Mr. Cuerrier indicated that the Standards and Guidelines for the Conservation of Historic Places in Canada (2010) would be used as the roadmap for the decision-making process. Standard 11 states, “Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place”.

The proposed plans are included in the package as Appendix E along with an example of a log home that had an addition added.

At the April 3, 2023 meeting of the Municipal Heritage Committee passed the following resolution:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend that Buchan House be moved from Sault Ste. Marie Conservation Authority property to 943 Landslide Road; and

further that the design presented and materials for the addition including;

- Board and batten siding on the new addition
- Front facade of Buchan House will be facing Landslide Road
- Metal roofing

be brought to City Council for approval.

CARRIED

Buchan House Relocation and Addition

May 29, 2023

Page 5.

If City Council approves the request to move Buchan House from its current location closer to Landslide Road the property owner will still require additional approvals from the Sault Ste. Marie Region Conservation Authority, Planning Division and secure the proper permits.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

This item is 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 Recreation and Culture dated May 29, 2023 concerning the Buchan House Relocation and Addition be received and that the recommendation of the Municipal Heritage Committee regarding relocation of the Buchan House from Sault Ste. Marie Region Conservation Authority property to 943 Landslide Road pending approvals from the Sault Ste. Marie Region Conservation Authority and the City of Sault Ste. Marie;

Further that the design as presented that has the front façade of the Buchan House facing Landslide Road and the materials used for the addition include board and batten siding and metal roofing; and

Further that the property owner continue to work with the Municipal Heritage Committee as the project progresses to ensure the materials selected for the addition are as outlined.

Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5310

v.mcleod@cityssm.on.ca

Caleb Cuerrier

[REDACTED]

29th September 2021

To the Sault Ste. Marie Heritage Committee,

My name is Caleb Cuerrier, the youngest son of Farmer Bob and my business here today involves the heritage building on Mockingbird Hill farm known as the Buchan house. This building was formerly on Carpin Beach Road situated on the site of what was to be the port of Algoma. In April of 1990, the Property Department of the City of Sault Ste Marie recommended the building for immediate demolition due to deterioration. Thankfully, intervention by the LACAC (Local Architectual Conservation Advisory Committee) received a stay of demolition for 6 months to allow them to find an alternative plan. That alternative solution was my father, Robert Cuerrier. He is responsible for saving this building. With his own money, and arranged funding, he recorded, dismantled, moved, stored and re-erected this building. He has invested much more capital into the preservation of this building than this building has made in return over the past 31 years.

I too have a long history with this building, in 1990 I can remember going to Carpin beach with my father to inspect the building before it was dismantled and moved. It was in terrible condition and I was only allowed to peek in through the broken windows at what was inside as my father feared for my safety. I can remember being the carpenter's helper when the building was put back up, my job was to insert the spacers between the logs around window frames and doors to keep them level. I can remember learning how to square the replacement timbers with a broad axe and an adze and playing in the root cellar below once the floor was put in place. Fast forward 25 years and many memories made, I was married standing on its veranda. Due to my family's and my own history with this building, I am very interested in its long-term preservation.

The building is currently distressed and in need of some extensive and expensive repairs. The south wall needs the bottom two logs replaced, the roof is now 30 years old and showing its age. I am concerned there is the beginning signs of an infestation of carpenter ants. The building is not on a foundation, it currently rests on a mudsill.

What I am requesting, is my turn at saving this building. I would like to move this structure, that currently rests on leased land from the Conservation Authority, approximately 100m closer to the road onto my father's property where I would seek a severance. I would become the sole custodian of this building. I would keep to the building matching the time period of its construction and attach a board and batten addition to make it my home. I would be willing to abide by all Heritage Committee requirements to facilitate the endeavour. I look forward to discussing this proposal and available sources of financial support that would be available for this project.

Caleb Cuerrier

Appendix B

BUCHAN HOUSE

**Mocking Bird Hill Farm
943 Landslide Road**

Bylaw #92-18



*This is an edited copy of the original document, originals included in the
Buchan House - Mockingbird Hill Farm Binder

BUCHAN HOUSE, MOCKINGBIRD HILL FARM

Reasons for Designation

The original solid timber structure known as the Buchan House is an excellent, though late, example of traditional early Canadian dressed timber construction.

The house is constructed of solid squared logs of considerable girth, dovetailed at the corners. Craftsmanship in the dovetailing is in the best traditional practice to control shrinkage and allow for proper drainage.

The Buchan House is noteworthy because of the size of timbers used, the original high quality of craftsmanship, its sound condition and minimal alterations, and because it is the only building in the city embodying all of the above characteristics of traditional solid lumber carpentry.

THE BUCHAN RESIDENCE

An assessment for designation as a Heritage Structure - April 1991

Background

While no record of the date of construction has yet surfaced, the land on which this building originally stood first appears in the records as a Crown Patent of October 1884 to one Samuel Coulter, who transferred it three months later to James Coulter, and since the first activity in Northern Ontario was usually timber production, it seems logical to assume that the property was logged off following its acquisition.

Although sawn lumber would be available, and frame construction was the generally accepted building system by the latter half of the 19th century, the availability of large timbers and the presence of skilled loggers suggests this as the logical material for construction of this building, hereafter referred to as the Buchan Residence after the family name of the last private owner.

The Buchan Residence first came to prominence in 1972 when the city of Sault Ste. Marie expropriated the property on which the house sat as part of a land acquisition process for a possible deep water harbour.

At that time, the building was measured and photographed and a description and construction sketches prepared by local architect Perry Short. It is this document that still forms the basis for the present designation.

In those pre-LACAC days (Local Architectural Conservation Advisory Committee), the fact that the basic fabric of the building was of architectural significance received little public recognition, and the owner's claim for compensation based on the cost of reproduction was denied by the city.

In any event, the harbour project did not proceed and the house was rented out by the municipality, until in 1988, following vacation by the last tenant, its condition had deteriorated to such an extent that the Property Department of the City of Sault Ste. Marie recommended immediate demolition. Subsequent intervention by LACAC produced a directive to secure the premises against further vandalism and ensured a stay of demolition for six months (ie. until April 1990) to permit LACAC to take appropriate action.

In September of 1989, the building was viewed by Mr. Fred Cane, Conservation Officer for the Heritage Branch of the Ministry of Culture and Communications and his report of March 1990 suggested that LACAC recommend to City Council that the building was worthy of designation. Mr. Cain also spelled out certain aspects of funding criteria for buildings relocated from their original site and offered his Department's participation in funding a more detailed study.

Unfortunately, with time running out, it was not possible to follow this procedure and so, rather than see the building demolished out of hand, LACAC found a party who was prepared to record and dismantle the building and store the logs for re-erection, and City Council graciously sanctioned a one-week extension to allow this to happen.

These timbers have now been re-erected in their new location on “Mockingbird Hill Farm” and the carcass of the building has survived intact.

Building Description

The following description of the building “as found” in 1972 is reproduced here since the reasons which made it architecturally important then are equally valid in 1991.

Report on Buchan Residence
Carpin Beach Road
Sault Ste. Marie, ON

Living accommodation consists of a dressed timber or squared log cabin of some age which has been subsequently remodelled and added to over the years and is now winterized to provide a small comfortable 1 ½ storey year-round residence containing a divided living room with stone fireplace, combined kitchen/dining area, bathroom, sewing room and two communicating bedrooms on the upper floor. The building has no basement.

Heating is by a modern space heater centrally located on the ground floor and there is a pressure tank water supply system from an artesian well with a septic tank and 200 lineal feet of tile field sewage disposal system.

The house is situated in large and beautifully maintained grounds fronting the Little Carp River and enjoys extensive views to the south, west and east.

The most interesting part of the building both architecturally and historically is the original solid timber portion, which is constructed of solid squared logs of considerable girth dovetailed at the corner, rising to a height of some 2 feet above the upper floor level with a pole and plank roof over. While probably originally lined throughout with 1" by 4" double grooved pine plank paneling, subsequent alterations have covered up most of this and other early work, making detailed examination difficult.

In the absence of specific written records it is always difficult to accurately date such a structure, but there are aspects of the building which furnish clues to its age.

The size of the logs alone indicate that it was very likely the first building on the property when the virgin timber was being felled because even by the second half of the 19th

century, frame structures were the accepted building form except in areas where timber was abundant. These have been hand dressed (adzed) to four flat faces to a general width of 9".

The craftsmanship in the dovetailing of the corners of the building is in the best traditional practice to control shrinkage and allow for proper drainage which is probably why the timber walls, where still exposed to the elements, are completely free of rot. Such construction, while typical of quite early structures (pre-1850) would still be appropriate much later where both virgin timber, and men to handle it, were available, particularly if a sawmill capable of handling very large logs was not yet in operation.

The proportion of the window openings is somewhat larger than the small squat openings typical of the early log structures suggesting that they were cut for standard mill run sash which were commonly available after mid-Victorian times.

The trim material also presents some contrasts, in the only two mouldings used. The beaded board used for panelling - and the same bead occurs in the stair balusters and newel posts - is deeply cut and almost square shouldered in contrast to the relatively flat profile of the architrave moulding used at doors and windows which is typical of that found in buildings from the 1880's to as late as 1910. The staircase has a simple elegance suggesting a degree of refinement unusual in a rough logging settlement.

For the above reasons I would suggest the original structure may date from the 1880's, but a search of the grant of the original timber rights might give a more positive date.

In brief, the original structure is excellent, though late, example of traditional early Canadian dressed timber construction carried out with some taste.

Because of the size of timbers used, because of its state of preservation and the fact that it could not now be reproduced in its present form, and because no similar building embodying all of the above characteristics has come to my attention before in this area, I believe that this portion of the building is of historic significance and should be preserved regardless of the disposition of the balance of building and site.

Since the above was written, and because circumstances required that the building be removed from the property without delay, only that portion of the building that was unquestionably original and minimally altered (ie., the log portion forming the ground floor) was salvaged. The pole roof structure, staircase and remaining wainscoting, all substantially modified, were not considered to be sufficiently important to justify dismantling, cataloguing and storing.

Reconstruction

Reconstruction, insofar as it is significant for designation purposes, should involve replacement of all original timbers in their original location - augmented where necessary with new material of similar species and appearance (but clearly designated as facsimile or reproduction).

Spaces between timbers should be filled and chinked or caulked all in the fashion of the original building.

Windows, doors, trim, attic and roof treatment, etc. should be sympathetic to the period of the original surviving work but are not considered integral to the designation process.

Reasons for Designation

The Buchan Residence is the only known locally surviving squared log building in sound condition and with minimal alterations. Although of relatively late date for that type of construction, it embodies the highest standard of traditional solid lumber carpentry.

While it is unusual to designate a building which has been relocated from its original site, the Ontario Heritage Foundation has established certain criteria which can justify such action:

1. The importance of the designation must be intrinsic to the structure itself, rather than the location or historic connotation.
- this is certainly the case with the Buchan Residence.
2. The move must have been necessary for the preservation of the building and must not have been simply a matter of convenience.
- this too applies to this building.
3. The new location should match as closely as possible the original site and surroundings.

The present site on Mockingbird Hill Farm is very similar to the original with a setback from the road, relationship to existing grade, proximity of similar buildings (rural atmosphere) and extensive views to all four directions.

Respectfully submitted,

D. Perry Short
Sault Ste. Marie LACAC
1972

**Buchan Residence - Carpin Beach Area
(Registry Office Title Search)**

On October 8th, 1884, a Crown Patent was issued to one Samuel Coulter for the East Subdivision of Section number 7 in the Township of Awenge, in the District of Algoma, and Province of Ontario, containing 124 acres, more or less.

From the period of 1884 to 1903, the above-noted property was transferred to the following parties:

- 1) January 26th, 1885 (by instrument #19) Samuel Coulter transferred the 124 acre parcel to James Coulter.
- 2) February 23rd, 1887 (by instrument #35) James Coulter transferred the 124 acre parcel to J.J. Kehoe and H.C. Hamilton.
- 3) October 3rd, 1891 (by instrument #114) J.J. Kehoe and H.C. Hamilton transferred the 124-acre parcel to C.V. Plummer.
- 4) On July 3rd, 1894, a warrant was issued by Reeve John A Moore, "commanding the Treasurer of the said Municipality to levy upon the land hereinafter mentioned for the arrears of taxes due thereon, with his costs, the Treasurer of the said Municipality did on the 15th day of October 1894, sell by public auction to C.V. Plummer, Accountant, of the Town of Sault Ste. Marie, in the District of Algoma, that certain parcel or tract of land and premises hereinafter mentioned, at and for the price or sum of \$38.89 of lawful money of Canada, on account of the Arrears of Taxes alleged to be due thereon up to the 31st day of December in the year of our Lord, one thousand eight hundred and ninety three, together with costs."

The land conveyed (by Treasurer's Deed #148) consisted of the Northeast Quarter of Broken Section number 7 in the Township of Awenge, in the District of Algoma and Province of Ontario, containing 18 acres more or less.

- 5) On July 20th, 1903, Charles Vernon Plummer of the town of Sault Ste. Marie, in the District of Algoma, Accountant, an unmarried man transferred (by registered instrument #223) to Susan Griffis of the Township of Awenge in the said District, Widow, that portion of the broken north east subdivision of Section 7 in the said Township of Awenge, which lies to the north of the Big Carp River or Creek running through said subdivision, and containing by admeasurement 15 acres, more or less. Price of sale was \$500.00.
- 6) July 27th, 1917, Susan Griffis transferred the above parcel (by registered instrument #442) to Winnie Johns, the wife of Thomas Johns, of the Township of Tarentorus, in the District of Algoma, for the sum of \$1,000.00.
- 7) June 2nd, 1919 (by instrument #455) Winnie Johns transferred the above parcel to Henry N. Anderson, Music Dealer, and William J. Hesson, Lumberman, both of the City of Sault Ste. Marie, in the said District of Algoma, for the sum of \$2,000.00.

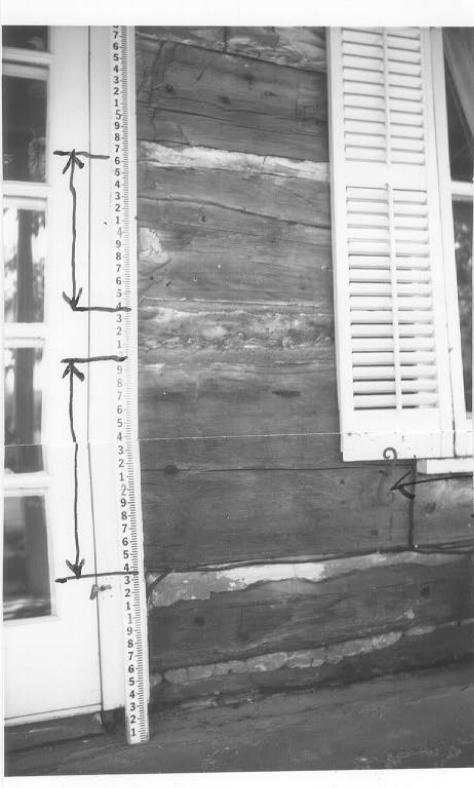
- 8) On October 22nd, 1925, William J. Hesson transferred to Henry N. Anderson, a one-acre parcel with a frontage of 150 feet on the Big Carp River and a depth of approximately 300 feet. This parcel as described in instrument #483, abuts the east boundary of the North East Subdivision of Broken Section 7.
- On the same day (October 22, 1925), Henry N. Anderson transferred to William J. Hesson, a one-acre parcel with a frontage of 250 feet on the Big Carp River, and a depth of approximately 200 feet. This parcel as described in instrument #484, is west of and adjacent to the firstly described one acre parcel.
- (*Note: It would appear that the original log dwelling was situated on the firstly described one acre parcel and used as a residence by the Henry N. Anderson family. A second building situated on the adjacent westerly one acre parcel was used as a residence by the William J. Hesson family.)
- 9) On August 25th, 1941, (and after the death of William J. Hesson on June 17th, 1929) Mary A. Hesson, widow and sole devisee of W. J. Hesson, transferred to Henry N. Anderson that parcel or tract of land and premises being composed of that portion of the broken northeast subdivision of Section number 7, in the said Township of Awenge, which lies to the north of the Big Carp River, and containing by admeasurement 25 acres, more or less. This deed was registered on October 14th, 1941, as instrument #572. Price of sale was \$2,000.00. Included in this grant were the following chattels situate on or about the said property: "3 double beds, 3 double mattresses, 3 double springs, 1 double-decker cot with springs and mattresses, 2 single cots, 1 dresser, 2 commodes, 1 large oak dining table and six chairs, 1 small table, 2 davenports, 1 magazine rack, 1 drop-leaf table, 4 rockers, 3 arm chairs, 1 hammock swing, 3 side tables, 3 benches, dishes, 1 stove, 2 2-burner electric plates, 2 lawn mowers, 3 hoes, 2 rakes, 1 spade, 1 long-handled shovel, 1 potato digger, and 1 hay fork.
- 10) On August 18th, 1947, Henry N. Anderson transferred to Frank J. A. Buchan, of the City of Sault Ste. Marie, in the District of Algoma, the one acre parcel with the frontage of 250 feet on the Big Carp River that was originally conveyed to William J. Hesson on Oct. 22, 1925 under the registered instrument #484. The price paid by Frank J. A. Buchan was \$1,800.00.
- 11) On June 6th, 1963, John Ross Rae, of the City of Sault Ste. Marie, in the District of Algoma, and Hazel Mary Everett of the City of Sault Ste. Marie, in the State of Michigan, one of the United States of America, being the Executors of the Last Will and Testament of Henry Nicol Anderson (who dies on or about the 20th day of August, 1962), transferred the remainder of the parcel of land lying north of the Big Carp River and containing the old log homestead to Frank J. A. Buchan. This deed of land was registered as instrument #T-55956 on June 28th, 1963.
- 12) On January 5th, 1971, Frank J. A. Buchan transferred to Frank J. A. Buchan and Mildred Buchan his wife, as joint tenants, all of that portion of the broken Northeast Subdivision of Section 7 in the Township of Awenge, lying to the north of the Big Carp River. The deed of land was registered on January 10th, 1972, under registered instruments #T-122629 and #T-122630.

- 13) On July 14th, 1975, approval was given to the City of Sault Ste. Marie, to expropriate the lands designated as "Part 1" on Expropriation Plan #T-158415. The land expropriated was all that portion of the North East Subdivision of Broken Section 7, in the Township of Awenge, as described in registered instruments #T-122629 and #T-122630.

TDS - July '83.



EXTERIOR ELEVATIONS - Showing additions to original Cabin.



Gen view
of Porch.

PORCH SIDE

Showing original log size
note one @ 1.7 ft.

BUCHAN HOUSE
CARPIN BEACH RD
SAULT STE MARIE



Various views



corner of original cabin
& junction with addition.

DPS - July 83.

BUCHAN HOUSE
CARPIN BEACH ROAD
SAULT STE MARIE



↑ Log joint details at
corner of original cabin
↓



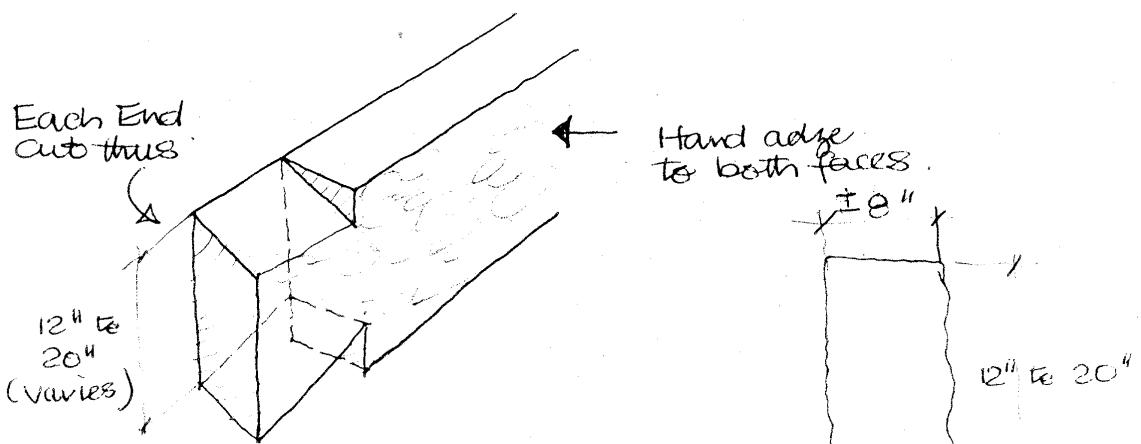
↑ Log joint details
at corner of original
cabin. ↓



All photographs taken 1972.
This report prepared 1985.

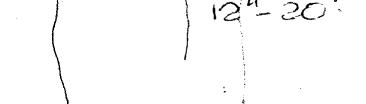
IPS. July '83.

BUCHAN HOUSE
CARPIN BEACH ROAD
SAULT STE MARIE

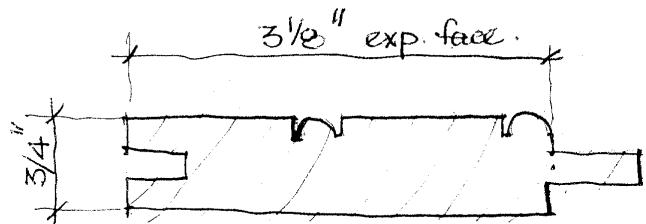


EXT. WALL
DETAIL

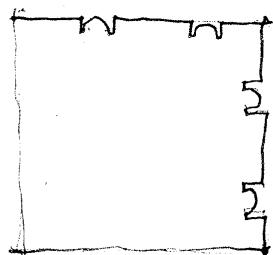
Moss
chinking to split
log, or log
filler



WALL
CONSTRUCTION
typical older
Section

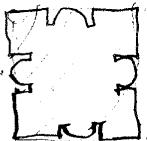


DOUBLE GROOVED PANELLING.



NEWEL POST.

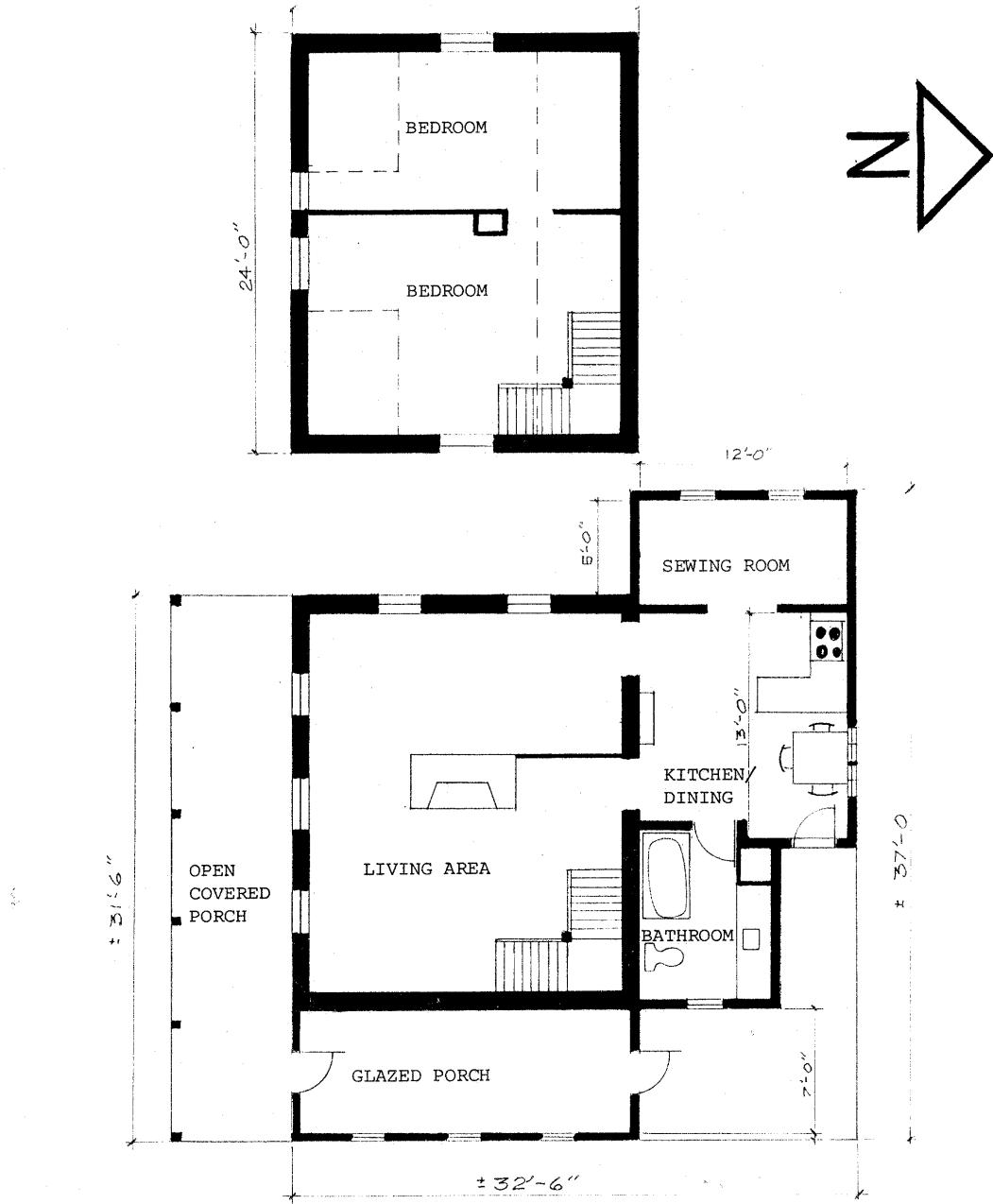
Newel post &
baluster, same
detail as panelling



BALUSTER.

BUCHAN RESIDENCE
Carpin Beach Road,
Sault Ste. Marie, Ontario

APPENDIX 'A' Page 1
July 1972



FLOOR PLAN

BUCHAN RESIDENCE
Carpin Beach Road,
Sault Ste. Marie, Ontario

APPENDIX 'A' Page 2
July 1972
Scale 1/8" = 1'-0"



Sault Ste. Marie Region Conservation Authority

"Man and Nature"

July 19, 1991

Your file:
Our file:EMPL091G.004
CRY91C11.

Canada Employment Centre
390 Bay Street
P.O. Box 2400
Sault Ste. Marie, Ontario
P6A 5N9

ATTENTION: Miss Marianne DiSano
Project Director
Employment Development Branch

REFERENCE: JOB DEVELOPMENT S.A.R. - OWNERSHIP OF LOG
BUILDING

Dear Miss DiSano:

Further, to your request, we have researched the history of the building components.

The City approved demolition of the former Buchan residence on Carpin Beach Road in 1990, this being where the logs came from. The Authority sought and attained permission from the demolition contractor to salvage the logs and this salvage was accomplished in the summer of 1990.

Since the Authority bore the cost of salvage and the building is on Authority land leased to Mockingbird Hill Farm, I believe it is safe to assume that the building belongs to the Authority.

Trusting this is the information you require, I am

Yours very truly,

Ralph Yanni

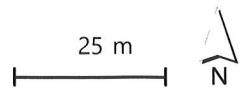
Ralph P. Yanni, R.P.F.
Secretary-Treasurer

RPY/cd



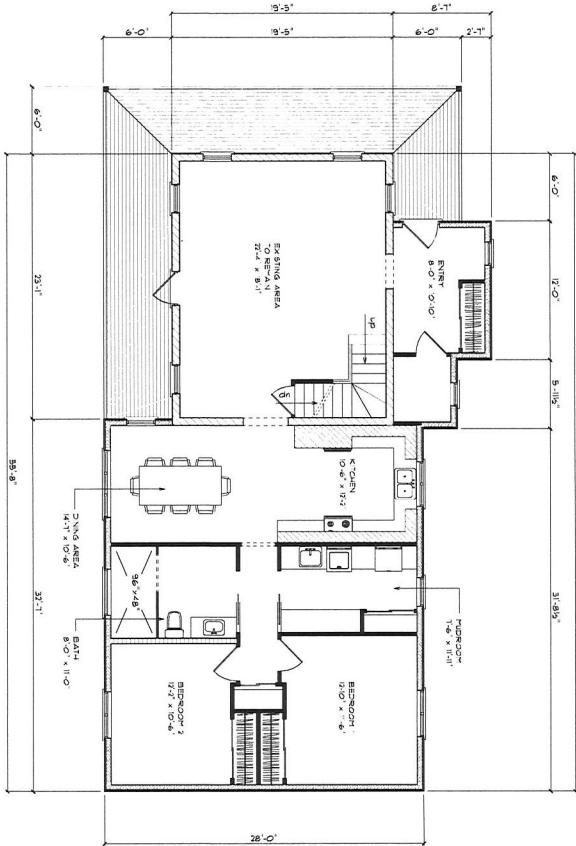
CITY OF SAULT STE. MARIE
RECREATION & CULTURE
MAY 2023

Buchan House Current and Proposed Location



APPENDIX E

MAIN FLOOR PLAN

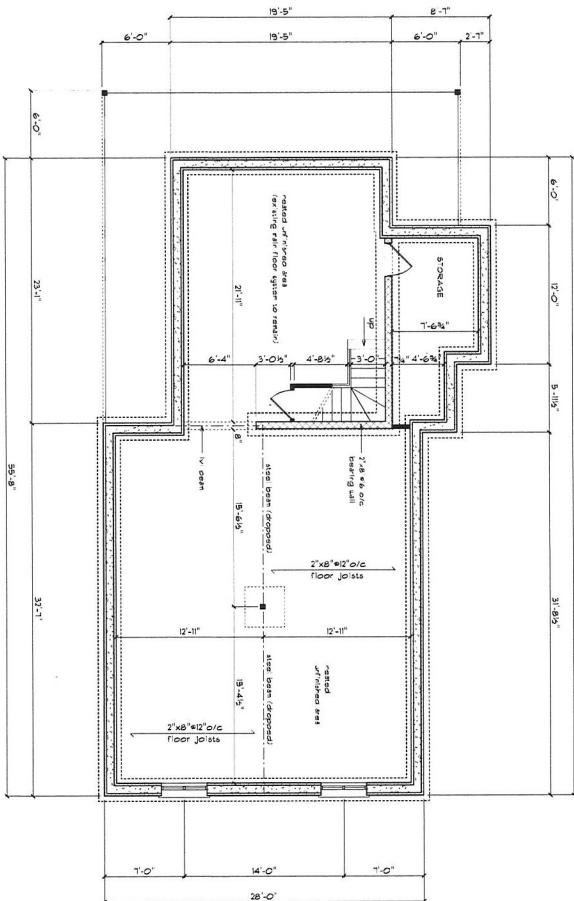


PROPOSED CUERRIER RENOVATION

SCALE: 1/8" = 1'-0"
DATE: 03/15/2023
DRAWING:

CENLO
ENGINEERING INC.
105-256-0398

APPENDIX E



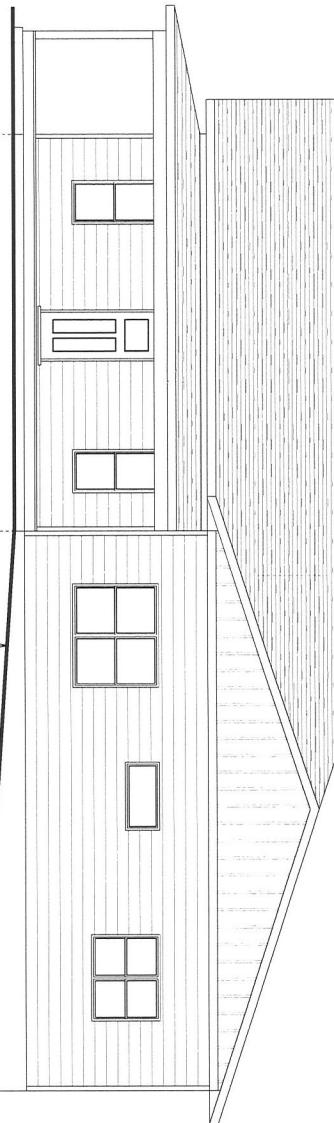
FOUNDATION PLAN

PROPOSED CUERRIER RENOVATION

SCALE: 1/8" = 1'-0"
DATE: 03/15/2023
DRAWING:

APPENDIX E

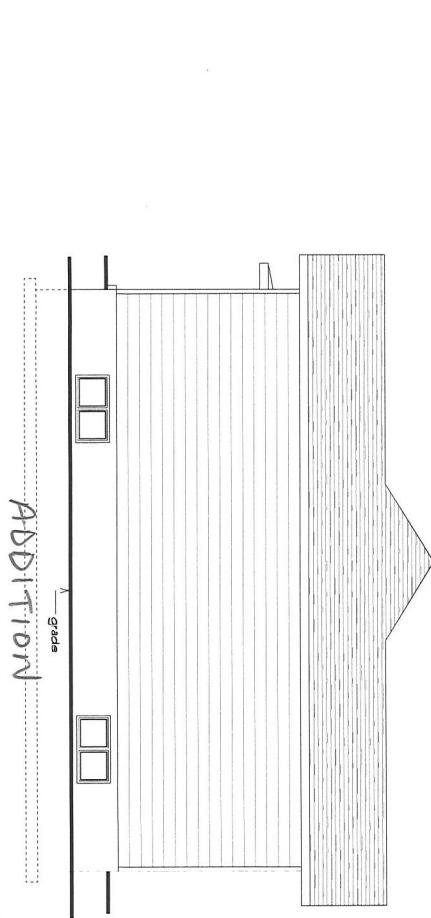
FRONT VIEW OF HOUSE FROM LANDSLIDE RD.



REAR
ELEVATION

EXISTING BUILDING ADDITION

LEFT SIDE
ELEVATION



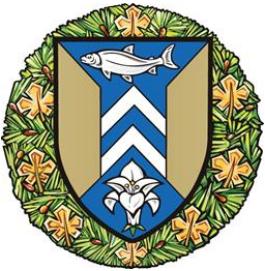
PROPOSED CUERRIER RENOVATION

SCALE: 3/16" = 1'-0"
DATE: 03/15/2023
DRAWING:

CENLO
ENGINEERING INC.
705-256-0398

APPENDIX E





The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Designated Heritage Property Grant – Buchan House

Purpose

The purpose of this report is to seek Council's approval for a \$3,000 grant to assist with the replacement of timbers and repairs to Buchan House (943 Landslide Road) which is a designated heritage property.

Background

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) is a committee of 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 do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000 for a single applicant.

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) received a Designated Heritage Property Grant application (attached) from Caleb Cuerrier for Buchan House located 943 Landslide Road to assist with the replacement of timbers and repairs. The property is a heritage building designated under Part IV of the Ontario Heritage Act in 1981.

Analysis

The designated heritage property grant application was reviewed by the

Designated Heritage Property Grant – Buchan House

May 29, 2023

Page 2.

SSMMHC and the cost of the project is \$12,451. The following resolution was passed at their April 5, 2023 meeting:

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated property grant to support the replacement of timbers and repairs to Buchan House in the amount of \$3000 and further that a report be brought to City Council for approval.”

CARRIED

Financial Implications

There is a balance of \$7,760 available for designated property grants from the Heritage Property Grant Reserve.

Strategic Plan / Policy Impact / Climate 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.

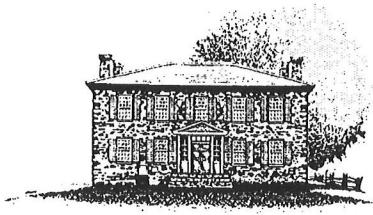
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 29, 2023 concerning the Designated Heritage Property Grant – Buchan House and that a grant in the amount of \$3,000 to support the replacement of timbers and repairs to Buchan House be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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 Caleb Cuerrier	Telephone (include area code) [REDACTED]
Address 943 Landslide Rd, Sault Ste Marie, ON	Postal Code P6A 6J8

2. Property for which application is being made:

Buchan House

3. Have you previously received a Designated Property Grant for this property?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	(If "Yes, give date and amount)	Date unkown	Amount unkown
---	-----------------------------	---------------------------------	----------------	------------------

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
Replace rotten square timber white pine logs on south wall of the building. 3 rows of 2 inch foam board insulation between log courses. Sealed in with tuck tape as a bead breaker and 1/4 hardware cloth painted with permachink. All logs in building to be painted inside and out with Boracol.	

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Log replacement, Foundation Engineering, Construction Materials	Amount \$ 12450.99
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

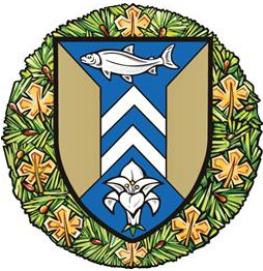
Caleb Cuerrier

Date

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: CNIB Transit Accessibility Pilot Update

Purpose

The purpose of this report is to provide Council an update on the Accessible Wayfinding service pilot for individuals that are visually impaired.

Background

City Staff continue to work closely with both local and regional Canadian National Institute for the Blind (CNIB) representatives to identify ways to provide accessible navigation and wayfinding innovation for seamless and informed travel on Sault Ste. Marie Transit (SSMT).

At a Council meeting dated November 30, 2020 the following resolution was passed.

Resolved that the report of the Director, Community Services dated 2020 11 30 concerning CNIB Transit Accessibility Pilot be received and that staff be directed to issue a request for proposal to provide Accessible Wayfinding Transit service for a one (1) year pilot. A related by-law and agreement will be brought back to Council for approval.

At the end of the pilot, an update will be provided to Council. If deemed successful an RFP will be issued for a three (3) year term with the option to extend for two (2) additional one (1) year terms upon mutual agreement.

The Accessible Wayfinding pilot provides improved service to Transit clients who are visually impaired, designed and deployed for bus stops between the Dennis Street bus terminal and the local CNIB office on North Street as well as service to both Sault College and Algoma University.

At a Council meeting dated April 26, 2021 a request for proposal was approved from CNIB Frontier Accessibility.

CNIB Transit Accessibility Pilot Update

May 29, 2023

Page 2.

Analysis

This pilot provided improved service to Transit clients who are visually impaired. An accessible wayfinding pilot was designed and deployed for the bus stops between Dennis Street bus terminal and the local CNIB office at 727 North Street as well as service to both Sault College and Algoma University. The solution brings new capabilities to transit services and navigation information for all passengers.

The local Accessibility Committee has been engaged in the process and has provided a letter of support (Appendix A) for this initiative.

Pilot Scope and Results

CNIB Frontier Accessibility provided a high impact pilot solution that not only transformed what it is like to travel with a disability but one that has the ability to respond to other conditions affecting pedestrian movement such as planned interruptions to service, bus stop relocations, and other changes to the built environment.

The pilot included the virtual deployment of Custom Location Service (CLS) points along the route to audibly identify bus stops, route service, and the locations of the CNIB and bus depot sites. Essentially, a blind or partially sighted person can find their way to the desired platform or bus to arrive at the right place and time.

Impact

Modelling and embedding innovative accessibility in transit brings new capability for SSMT riders, who have vision loss, and:

- Signals world class service – Sault Ste. Marie as an early adopter of innovative technology.
- Attracts more riders – a Rick Hanson survey of the general population indicated that over 50% of respondents would choose not to visit locations not deemed accessible.
- Enriches diversity and engagement – the proposed deployment technology has the ability to deliver messaging in multiple languages and focused audience channels. Capabilities inherent in the system can also help a diversity of abilities, such as language cognition.
- Deepens immersion – the navigation system, while focused on wayfinding through environment orientation, also delivers layered capacity to access comprehensive SSMT information.
- Has ease of access – there is no cost to a rider to use the system.
- Is designed for relevant and responsive messaging to anticipate critical navigation decision points.
- Reduces demand for Para bus services by opening access to mainstream transit.
- Enables agile and expedient communications – the system is real-time programmable (on G-sheets) to change messaging to advise riders on

CNIB Transit Accessibility Pilot Update

May 29, 2023

Page 3.

space reconfiguration, hazards, modification to stop locations and schedules, redirected routes and other changes to the built environment.

- Demonstrates accessibility leadership as a CNIB partner – recognition as a navigation system innovation leader within the sector.

Accessible Wayfinding

It can be daunting for a person with sight loss to leave the safety of their home and travel in the community on their own. At the same time, the ability to travel is key to independence, education, employment, and emotional well-being. Accessible wayfinding applications (apps) describe important contextual information, like environment, points of interest and street intersections as you travel. They can also interface directly with available data sources to provide real-time information on key services like transit. The app uses algorithms to convey this information in a way that is accessible and optimized for people with sight loss. Integrating accessible wayfinding solutions on the local transit network would significantly decrease the challenge, stress and anxiety faced by people with sight loss navigating independently around Sault Ste. Marie.

Solution

Technology can level the playing field for people who are blind or partially sighted, but only when it is accessible, available, and affordable. The customized integration of an app within a Sault Ste. Marie Transit pilot route from the Dennis Street bus terminal to the local CNIB office and back would provide the following essential services:

Introduce Specific Targeted Messages:

These messages will describe the immediate vicinity around the stop, such as information about tactile markings or tripping hazards. It can also help the individual identify whether the stop has seating or a bus shelter, meaning that customers can easily orient themselves at their stop, helping mitigate safety risks and improving their overall experience.

Identification of Bus Stop Locations

Integrate up to a maximum of 141 bus stops using the North St Route #6/Sault College Route #4/Steelton Second Line Route #7/Community Bus Route as "Points of Interest" allowing users to search and navigate towards them, while simultaneously integrating geo-location services, ensuring that users can safely locate their desired bus stop. This means that customers will no longer need to memorize a bus stop location beforehand or miss the bus by standing at the wrong location.

Since the deployment of the offering the service on the two routes CNIB Frontier offered to implement for all seven routes (7) to improve better access. This was completed within staff approval limits. The two routes were fairly restrictive in terms of service offering and as a result of the expansion Accessible Wayfinding is now available on all seven (7) routes for Sault Transit.

CNIB Transit Accessibility Pilot Update

May 29, 2023

Page 4.

This request is in accordance with Purchasing By-law item 22 3) a where specialized product is maintained by Representative/Distributor being supply of article specially designed for the use of blind individuals.

Financial Implications

The annual cost for ongoing maintenance costs is anticipated is \$2,390 and can be accommodated within the existing operating budget.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.
- Furthermore it aligns with the value of commitment to our citizens and community where we will work together to provide inclusive and accessible services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.

Climate Impact

- Travelling by public transportation uses less energy and produces less emissions by encouraging group transportation, which is a key mitigation strategy to reducing the impacts of climate change.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated May 29, 2023 concerning the CNIB Transit Accessibility Pilot Update be received as information.

Respectfully submitted,

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

Appendix A



May 10, 2023

Re: Blindsquare Event App for Transit

Dear Mr. Lamming,

On behalf of the Accessibility Advisory Committee (AAC) for the City of Sault Ste. Marie, we are pleased to support the City of Sault Ste. Marie's Community Development and Enterprise Services Department – Transit Division for implementation of the Blindsquare Event App for persons with vision disabilities to navigate on Transit.

As outlined in the current City of Sault Ste. Marie Multi-Year Accessibility Plan, the AAC continually strives to make Sault Ste. Marie a more accessible and inclusive community by removing barriers as we work to fulfill our obligations under the AODA.

The implementation of Blindsquare Event App will make Sault Ste. Marie's Transit services more accessible. AAC member, Carol Magnan has this to say about the app, *"I am a daily Sault Transit user with vision loss. Before this app, it was easy to get disoriented, lost and at times having to depend on others for direction. Sometimes there is no one there to assist. It has allowed me to gain confidence giving me more independence. There are so many benefits when using this app. I can use it travelling on the bus or walking down the street. This app directs me to the location I want to go by announcing where the bus stops, shelters, benches, garbage cans, buildings and streets are. It also announces the name and direction of the bus. This is great. Thank you Sault Transit for being accessible!"*

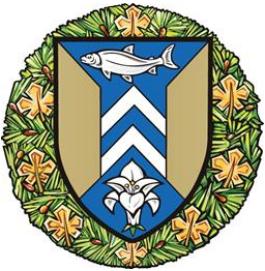
The AAC is guided by the four core principles of the Accessibility for Ontarians with Disabilities Act (AODA), **Dignity, Independence, Integration, Equality of Opportunity**.

The implementation of Blindsquare Event App supports all four principles, and advances our goal to be a more accessible and inclusive community.

Regards,

Don McConnell
Chairperson, Accessibility Advisory Committee
Corporation of the City of Sault Ste. Marie

Diane Morrell
Accessibility Coordinator
Corporation of the City of Sault Ste. Marie



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Downtown Parking Passes with Limited Time

Purpose

The purpose of this report is to provide Council information on the resolution regarding a parking pass pilot with limited time to interested businesses on Queen St. in conjunction with the Downtown Association (DTA).

Background

At a Council meeting dated February 21, 2023 the following resolution was passed.

Whereas retailers on Queen street realize the importance of making parking safe, efficient and easily accessible, especially in front of their store; and

Whereas parking can impact a retailer's business and the customer experience; and

Whereas the City of Sault Ste. Marie continues to review ideas to create a positive environment when it comes to offering parking along Queen street that meets the needs of the merchant and customer; and

Whereas it is important to offer parking on Queen street with specific restrictions that will ensure parking will not be abused; and

Whereas sometimes the best solution or idea comes directly from a retailer that understands customers and retailers needs around parking and it should be the responsibility of council to review an idea to determine if the solution is feasible;

Now Therefore Be It Resolved that staff interview retailers and the Downtown Association to develop a pilot on implementing a downtown parking pass for Queen Street that includes restrictions such as a maximum amount of time and possible discount for monthly passes that can be easily

Downtown Parking Passes with Limited Time

May 29, 2023

Page 2.

displayed in the individual's car. Staff will provide council with options no later than June 1, 2023 that can be implemented for this summer.

Analysis

Staff met with the Downtown Association (DTA) subsequent to the Council meeting to review the resolution and determine the best options to engage as many businesses as possible. Given the logistical challenge of going door to door to every business it was decided jointly that a survey would be prepared to gain input into the matter and provide an opportunity for everyone to participate.

The DTA has an email list of over 200 businesses. Questions were prepared by staff relevant to the resolution and then approved by the DTA before distribution. The survey was sent out by the DTA to the members on March 9 2023. The survey closed on March 31, 2023. It was out for 3 weeks and 1 day and 24 businesses from the DTA responded to the survey.

Survey Highlights

- 75% of the Downtown businesses felt there was adequate parking either all the time or sometimes.
- 74.8% of customers parked in lots while 25% parked on the street.
- 58% of the respondents owned retail stores.
- 70.8% spend less than 30 minutes parking.
- The biggest challenge was how to pay for parking and the pay and display units.
- 62.5% felt they were impacted by available nearby parking (split between availability and potential for a ticket to be written).
- It was felt that it was fairly even split between coin meter, pay and display and 2 hr lot options.
- 81.8% stated they would not be willing to pay for clients parking.

Although it was not evident in the survey there are now **2,053 users** of the mobile Passport App here in Sault Ste. Marie. Staff continue to recommend the use of the mobile Passport application (app) which can be used anywhere on Queen St. using **zone 3768**. The app is very easy to use and is connected to a credit card. It offers the ability for users to stop at multiple locations without having to add time to coin meters or pay and displays given the one zone. Parking sessions can be paid for on one's phone and extended time can be added remotely. The Passport Parking app also warns users when their time is running low and a top-up option is given. Users may also keep track of their parking history and receive email receipts. This solution is very easy to use and this type of app solution is present in other northern communities such as Timmins (Hotspot App), Sudbury (Hotspot App) and Thunder Bay (Passport App).

Links to other Northern Mobile Parking Applications:

https://www.timmins.ca/our_services/enforcement_services_by_law_and_parking/hot_spot_parking

Downtown Parking Passes with Limited Time

May 29, 2023

Page 3.

<https://downtownsudbury.com/parking/>

<https://www.thunderbay.ca/en/news/city-to-offer-mobile-payment-app-for-parking-spaces.aspx>

Here in Sault Ste. Marie drivers can pay, extend and manage their parking sessions with just a few taps and it is quite convenient and user friendly. Drivers can download the Passport Parking app from the [Apple App Store](#) or [Google Play store](#)

<https://saultstemarie.ca/Government/City-Departments/Community-Development-Enterprise-Services/Community-Services/Transit/Parking/Parking-App.aspx>

At a DTA meeting held May 10, 2023 the following resolution was passed:

The Downtown Association Board of Directors were open to new ideas in regards to parking reform but did not support the pilot initiative involving parking passes with limited time.

Given that the DTA Board did not support issuing parking passes with limited time and over 80% of the business stated they would not be willing to pay for parking for clients, staff are not recommending a limited time parking pass pilot. Further there may be enforcement challenges involved with limited term passes for parking.

Staff can confirm that they will continue to promote the Passport Mobile app which continues to grow in usage and is in alignment with what other municipalities are offering. Staff have also reduced the number of pay and displays from twenty (21) to sixteen (16). Of the sixteen (16) pay and displays that remain, ten (10) of them are in the process of being upgraded to allow tap EMV (Europay, MasterCard and Visa) capability which will reduce some of the operating challenges experienced in the past.

In some municipalities they have done away with paper passes, coin meters and pay and displays altogether. It is the recommendation of staff that in future all pay and displays and coin meters will be removed gradually as the public becomes more comfortable with the Passport technology.

Financial Implications

There will be minimal financial impact and can be accommodated through the Operating budget for 2023.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.
- Furthermore it aligns with the value of commitment to our citizens and community where we will work together to provide inclusive and accessible

Downtown Parking Passes with Limited Time

May 29, 2023

Page 4.

services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.

- It also aligns with promoting quality of life advances including the implementation of the *Community Greenhouse Gas Reduction Plan*, which has as an action to increase non-motorized accessibility and transit options in major centers, including the downtown.

Climate Impact

- The City's use of an app based technology offers a reliable alternative to conventional paper passes, reducing paper use and waste.
- The majority of City greenhouse gas emissions come from transportation. It is important that the City explore and encourage non-emitting sources of transportation, such as increasing densification and access to transit in business districts, instead of encouraging and incentivizing the use of emission emitting transportation sources.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services dated May 29, 2023 regarding Downtown Parking Passes with Limited Time be received and that a pilot to provide short term parking passes to Queen Street retailers not be pursued.

Respectfully submitted,

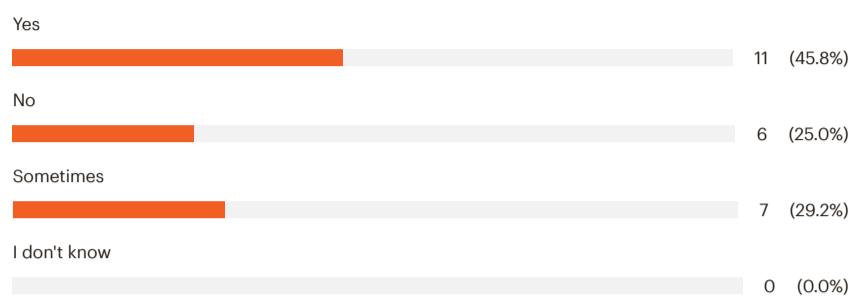
Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca

[All Responses](#)

Question 1: As a downtown business owner, do you feel there is adequate parking for your customers? What type of business do you own? > How long do your customers typically park, on average? > When and where do your customers typically park? > What is the biggest parking challenge for your business?

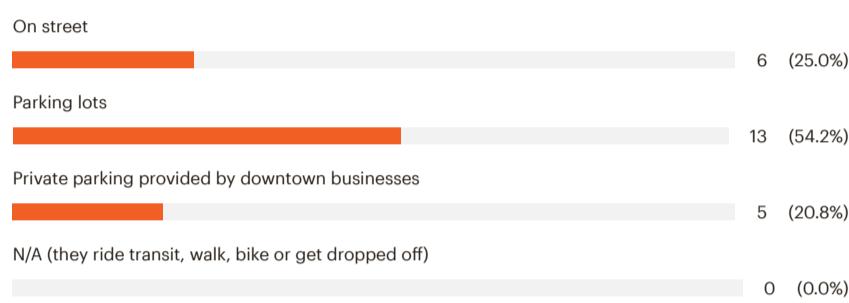
Question 1 has 24 answers (Radio Buttons)

"As a downtown business owner, do you feel there is adequate parking for your customers?"



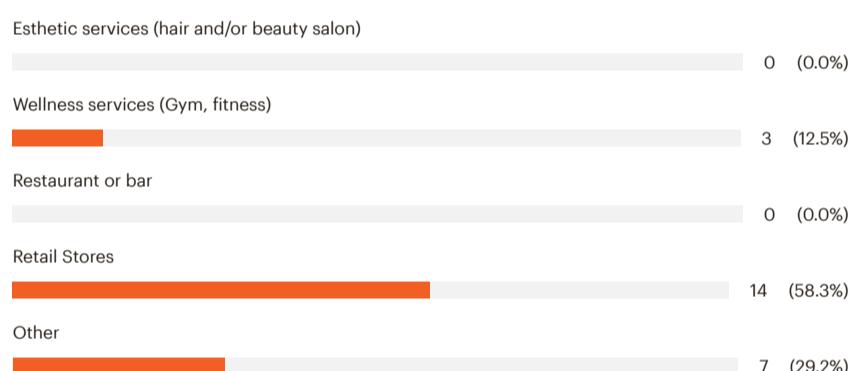
Question 2 has 24 answers (Radio Buttons)

"Where do your customers typically park?"



Question 3 has 24 answers (Radio Buttons)

"What type of business do you own?"



Open text responses to "other":

Unknown contact said:
"Hotel"

Unknown contact said:
"Social services"

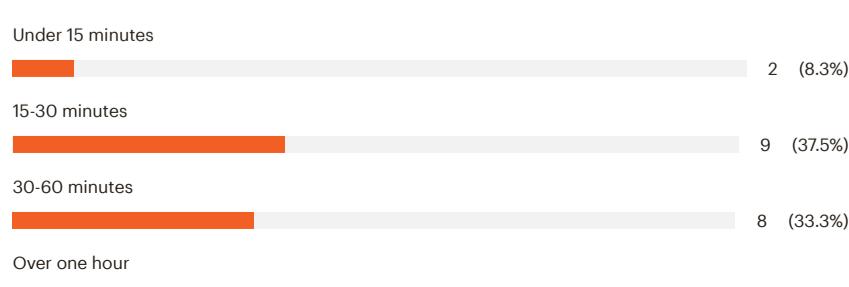
Unknown contact said:
"Ferment On Premise"

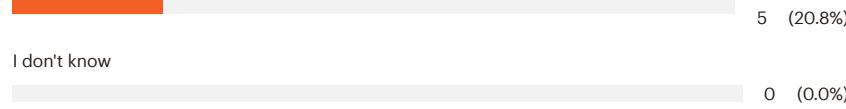
Unknown contact said:
"Entertainment"

Unknown contact said:
"Post Production/Production studio"

Question 4 has 24 answers (Radio Buttons)

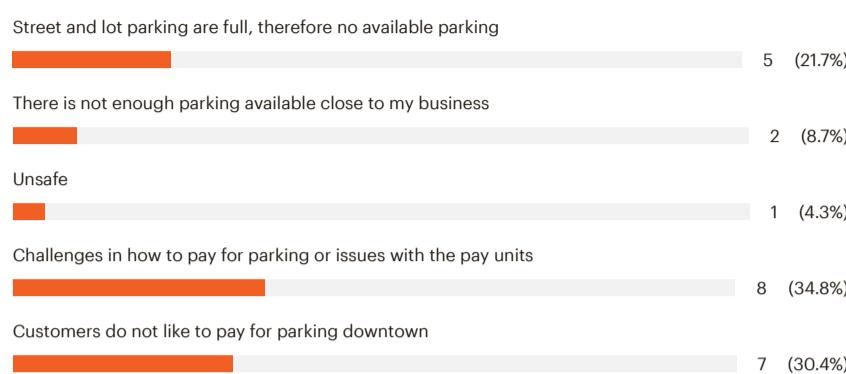
"How long do your customers typically park, on average?"





Question 5 has 23 answers (Radio Buttons)

“What are the biggest parking challenges in the downtown core?”



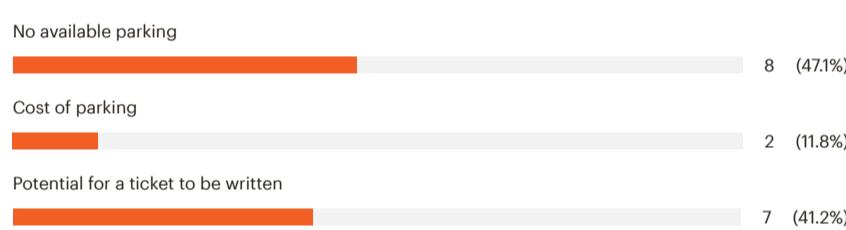
Question 6 has 24 answers (Radio Buttons)

“Do you feel your customers are impacted by parking availability near your area?”



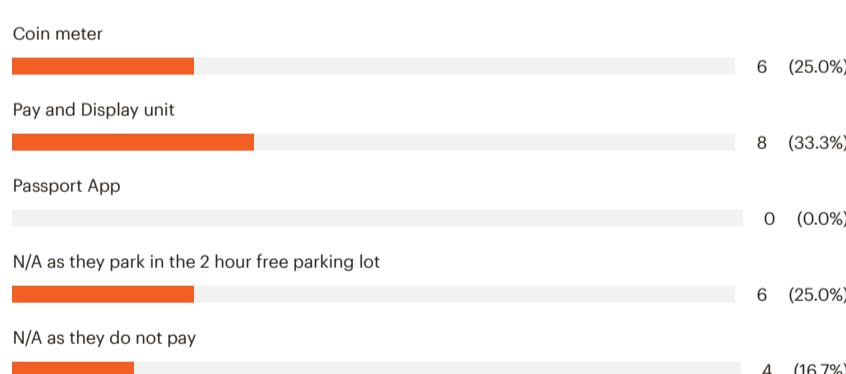
Question 7 has 17 answers (Radio Buttons)

“If you answered yes to the above, why?”



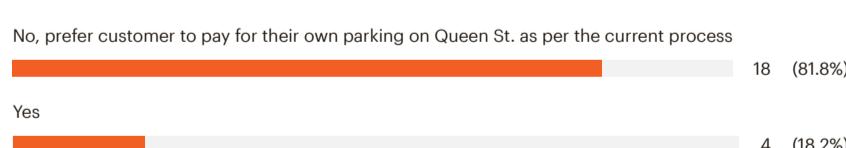
Question 8 has 24 answers (Radio Buttons)

“How do your customers/clients typically pay for parking?”



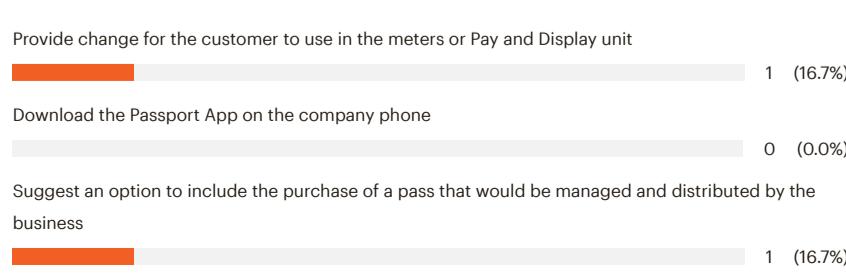
Question 9 has 22 answers (Radio Buttons)

“As a downtown business owner would you be interested or willing to pay for your customers/clients parking?”



Question 10 has 6 answers (Radio Buttons)

“If you answered “yes” to the above, please choose the preferred way to pay for your customer/clients parking.”



Open text responses to "other":

Unknown contact said:

"Allow for FREE parking in our downtown"

Unknown contact said:

"Make it free "

Unknown contact said:

"I'd like to know how much it would cost to add to city tax. If that isn't a reasonable increase, I prefer the current system of a mixture between free 2 hour, and paid on street. "

Unknown contact said:

"Passes provided by city from property tax \$\$"

Question 11 has 14 answers (Open Text)

"Other comments/suggestions: "

Unknown contact said:

"Put in 2 hour parking for the whole street would be our suggestion. Fine those overnight or staying to long for income."

Unknown contact said:

"With all of the current challenges with businesses in the downtown core right now and having to compete with businesses outside of the downtown core that provide free parking, we may want to consider free parking for a limited time until the downtown is revitalized and vibrant again. Don't give people a reason to NOT come downtown"

Unknown contact said:

" A customer may visit my store once per month or twice a year. I doubt they will purchase a parking pass. If the city and downtown are so interested in bringing in shoppers and building the down town then why are the spots along queen not designated free 15-20 min spots?? This allows the customer enough time to run in and make a purchase or pick something up without having to worry about a parking ticket. Is the city making so much money from meters that they can't give this up - or replace it with some other type of income?? Free parking is essential - but should be time limited. The 2 hour free parking lots are great - but they are not everywhere. In addition, high snowbanks and lack of shovelling of meters and lack of removal of banks also makes street parking hard for shoppers....esp seniors. Meters should be attended to each snowfall - as this allows a person to get from car to sidewalk at the bare minimum. Snow banks were not removed this year and still make it hard for seniors trying to access stores - even in March - many have to walk around. Sault Ste. Marie can do better."

Unknown contact said:

"Hopefully customers/clients will have a well promoted opportunity for input."

Unknown contact said:

"Winter issue with the accessibility to the machines with snow banks. Also consider a small roof over the machines for rainy and snow days. "

Unknown contact said:

"We have provided coins for customers to pay for parking for years. However this does nothing if there are no spots open because of others abusing the limited spots "

Unknown contact said:

"There needs to be free 2 hour parking "

Unknown contact said:

"I have my own parking lot so much of this does not apply to me. I do not want to speak for others. :)"

Unknown contact said:

"The customer will not make 4 trips between their car and the business to display a "parking pass" provided by the business. "

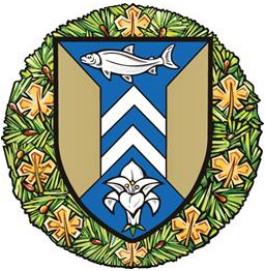
[Unknown contact](#) said:
"no further comments"

[Unknown contact](#) said:
"Thanks! I understand the challenges with downtown parking. The most common comment I get from my customers is that they do not feel safe walking to and from the 2 hour parking lot through the king street ally in the evening, so if there is no parking available on queen, they often leave. They also worry about parking tickets and many are older and don't really know how to use the pay and display terminals."

[Unknown contact](#) said:
"The plaza took away a parking lot. Let's try to replace what we take away. Maybe the city should give up all the parking from the old brewery site and make that for the customers who shop downtown for FREE."

[Unknown contact](#) said:
"The current meter parking system is broken, unfair and can't possibly even pay for itself. Machines that are broken for over a year remain allowing free parking while others function forcing those retail customers to pay. In our case we need parking available for more than two hours off queen street. "

[Unknown contact](#) said:
"We are in desperate need of bicycle parking around the downtown core. Making the downtown more friendly for pedestrians and cyclist would reduce parking issues"



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Farebox Amending Agreement

Purpose

The purpose of this report is to seek Council approval to amend the agreement with Cubic Transportation Services, Inc. (Cubic) for farebox technology payment processing services.

Background

Replacement of the current fare collection system with updated technology will provide Transit operations with an electronic system using smart cards or mobile payments, including multi-ride tickets that are electronically processed using QR codes or barcodes.

At a Council meeting dated January 31, 2022 the following resolution was passed.

Resolved that the report of the Manager of Purchasing dated January 31, 2022 be received and that the proposal submitted by Cubic Transportation Systems Inc. for provision of a Transit Fare Collection System solution in accordance with their quoted price schedule as required by the Transit and Parking Division – Community Development and Enterprise Services be approved.

A by-law authorizing signature of the contract for this project will appear on a future Agenda.

Furthermore at a Council meeting dated August 8, 2022 the following resolution was passed.

Resolved that By-law 2022-144 being a by-law to authorize the execution of the Agreement between the City and Cubic Transportation Services, Inc. for the Transit Fare Collection System be passed in open Council this 8th day of August, 2022.

Analysis

Subsequent to the approval of the agreement, Cubic advised City staff that their gateway provider for Global Payment's transactions decided to no longer provide this support. As a result Cybersource will be the authorized payment gateway provider. This is in order to facilitate the processing of credit and debit card transactions between the Umo Services and Global Payments through the Umo Passenger Portal, Umo App and Umo Administrative Portal.

Staff from Transit Services, Information Technology and Legal had meetings with Cubic to fully understand the requested changes. Legal has vetted and supports the amended agreement noted elsewhere on the agenda.

With the open payments solution, the City of Sault Ste. Marie will become the first northern municipality in Ontario to offer the versatile open payment solution for transit services. The automated transit fare collection system will provide a solution that securely captures, validates and processes fare revenues. Benefits of the collection system will include:

- Allows passengers to purchase fares on their mobile device, via a passenger website and at a physical locations;
- Accepted payments on board include smart card, paper token, contactless payment and mobile using a dynamic QR code. Cash payment option remains available for passengers upon boarding the bus using a mechanical farebox;
- Getac tablets provided for onboard fare operator control;
- Updated safe with secure cash collection;
- Paper transfers using dynamic QR code available to passengers;
- Implementation, training and marketing support available;
- Administrative console to manage records and reports for passenger account;
- Merchant console for use by Transit staff as POS system;
- Back office detailed reporting and statistics;
- Production data hosted in Canada;

Links to examples of the new farebox tap platform are listed below:

- https://www.youtube.com/watch?v=bFij6r_6U-k
- <https://www.youtube.com/watch?v=TMzngST4AU8>
- <https://www.youtube.com/watch?v=TMzngST4AU8&t=3s>

The solution will be installed and fully operational by the provider, and will include training to maintenance staff and transit operators. The transition has taken some time due to the amended contract negotiation phase along with delays in infrastructure arrival and training requirements. Transit Services is targeting a launch in mid-June with open payments (selling and accepting new fare) for users. Transit will begin the public marketing and communication plan in June.

Financial Implications

The approved capital cost and change is \$653,702. The new lower cost as per the agreement is \$603,270. The reduction in cost is due to the elimination of the modems and antennas required as we were able to integrate into the existing Consat technology and the change order includes this. The capital costs saving is \$50,432 and the City will have 16.67% savings from this (\$8,407 given the ICIP funding).

Ongoing Service costs will be funded through the approved budget for Transit's Operating Accounts that had a \$65,000 approved operating increase in the 2022 budget. Future Operating requests will be submitted for Years 2-5 as required based on actual transactions and expected changes to ridership.

Strategic Plan / Policy Impact / Climate 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. Specifically in fostering a positive avenue for individuals who are in search of employment and require the service from a social perspective.
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- Furthermore, it also supports the FutureSSM Environmental Sustainability pillar, and with strategic plan focus area of promoting quality of life advances including the implementation of the *Community Greenhouse Gas Reduction Plan*, which has as an action to create incentives for public transit use as a strategy to increase ridership.

Climate Impact

- The flexible fare box technology will aid in decreasing the need for personal vehicle use in the community. Travelling by public transportation uses less energy and produces less emissions by encouraging group transportation, which is a key mitigation strategy to reducing the impact of climate change.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-76 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services

Farebox Amending Agreement

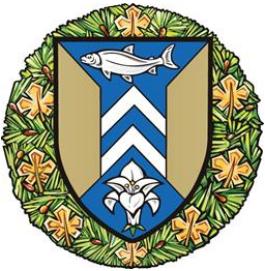
May 29, 2023

Page 4.

Community Development & Enterprise Services

(705)759-5314

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Noise By-Law Exemption Summer Events 2023

Purpose

The purpose of this report is to request Council approval of a Noise By-Law Exemption for 2023 Summer Events.

Background

Each summer a number of events take place in the downtown core and some require an exemption to Noise by-law 80-200.

Analysis

In an effort to streamline the number of reports requesting a Noise by-law exemption staff are bringing one report to address upcoming events that will extend music and festivities past 11:00 pm to 12:30 am. The events are as follows:

1. July 13, 2023 Clergue Park for Rotaryfest
2. July 14, 2023 Clergue Park for Rotaryfest
3. July 15, 2023 Clergue Park for Rotaryfest
4. July 22, 2023 Roberta Bondar Park for Blue Rodeo Concert

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-88 is listed under Agenda item 12 and will be read with all by-laws under that item.

Noise By-Law Exemption Summer Events 2023

May 29, 2023

Page 2.

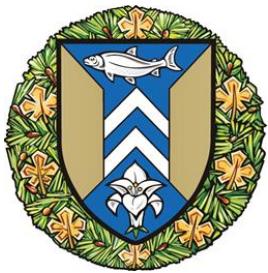
Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5310

v.mcleod@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Sound System Upgrades-GFL Memorial Gardens

Purpose

The purpose of this report is to seek Council approval to cancel proceeds for an approved capital project and reallocate the funds to a new project to complete sound system upgrades for the GFL Memorial Gardens.

Background

The GFL Memorial Gardens is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, family shows, conventions, and trade shows to name a few. The GFL Memorial Gardens is the home of the Soo Greyhound Hockey Club, a team of the Ontario Hockey League.

In addition to serving as a sports and entertainment centre, the site is utilized as one of the City's community centres. Adult hockey, youth hockey, figure skating, meeting room use and exercise walking are some of the other uses of the centre. In fact, throughout the fall and winter months, the GFL Memorial Gardens allows access to approximately 10,000 walkers utilizing the safe facility for their own physical well-being, which enhances the quality of life of the citizens of the City of Sault Ste. Marie, an important focus area of the Corporate Strategic Plan of the City.

There have been concerns raised by patrons over the past few years while attending games with the quality of sound which have escalated this past season.

City staff have obtained pricing for a system upgrade to address concerns that have been identified with performance. The primary goal is to improve the quality of the sound for the people in the seating sections.

Analysis

The key items that have been identified to improve the sound quality at the GFL Memorial Gardens include:

Sound System Upgrades-GFL Memorial Gardens

May 29, 2023

Page 2.

- Upgrade of the existing analog mixer to a digital version
- Upgrade of the wireless microphone system and the addition of a set choir microphones for the game day National Anthem
- Upgrade to the bowl speakers

The quality of sound is a very important aspect while experiencing games as well as for events hosted within the facility. The Greyhounds have offered to contribute 50% of the total cost in order to have this project complete in advance of the 2023/2024 season. Quotes have been obtained and the total cost to support the sound upgrades is \$28,578 plus HST.

Financial Implications

The City's share is \$14,289 plus applicable HST. Staff have identified funds to cover the request utilizing the approved remaining funds that were earmarked for emergency repairs for the W.J. McMeeken Arena in the 2021 Capital Budget from the Asset Management Reserve in the amount of \$77,000. This funding was not required as regular maintenance was able to address building infrastructure requirements until opening of the expanded Northern Community Centre. The balance of the project funding will be returned to the reserve.

Approval of this capital project outside of the budget process is recommended by Finance due to the priority of implementation prior to the start of the 2023/24 hockey season.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan for 2021/2024 in a number of ways.

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services Dated May 29, 2023 concerning Sound System Upgrades at the GFL Memorial Gardens be received and that Council approve the cancellation of \$14,289 plus applicable HST in approved funding towards McMeeken Centre repairs, as approved in the 2021

Sound System Upgrades-GFL Memorial Gardens

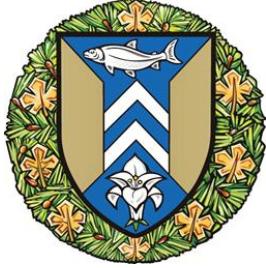
May 29, 2023

Page 3.

Capital Budget in the amount of \$77,000, and reallocate it to complete sound system upgrades at the GFL Memorial Gardens.

Respectfully submitted,

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT: Community Development and Enterprise Services
RE: NOHFC Industrial Park Loan Agreement

Purpose

The purpose of this report is to seek Council approval to enter into an agreement with the Northern Ontario Heritage Fund (NOHFC) to settle an outstanding loan with the City.

Background

In 2003, the City of Sault Ste. Marie entered into a funding agreement with NOHFC to undertake the development and servicing of two industrial properties for economic development purposes (located on Leigh's Bay Road and Yates Avenue). The total funding received was \$2,493,900 which was made up of 50% grant (conditional contribution) and 50% loan at 0% interest. The loan is set to mature in 2025 and was to be repaid based on the City returning 50% of the proceeds from the sale of industrial lots.

NOHFC recently reached out to City staff indicating they have received approval from their audit committee to offer loan recipients with long outstanding loan projects the opportunity to make a settlement offer to NOHFC in order to finalize and close their project.

The current principal balance of the loan is \$1,013,087. NOHFC indicated it is not NOHFC's normal practice to have projects outstanding for such an extended period of time, and thus the current opportunity is being presented for the City to have this liability removed from its financial statements by making a settlement offer.

Staff provided settlement offers and NOHFC has agreed to a settlement of \$500,000. An agreement has been provided by NOHFC and appears in the by-law section of tonight's agenda package.

NOHFC Industrial Park Loan Agreement

May 29, 2023

Page 2.

Analysis

The request from NOHFC presents the City with the opportunity to remove a liability of \$1,013,087 from the City's books at a significantly reduced cost. This frees up debt capacity for future, potential projects. It also presents an opportunity for the City to recoup all future proceeds of sales from the Yates Avenue and Leigh's Bay Road industrial land.

The City currently has \$339,218 in the Industrial Park Reserve Fund. Staff recommend that these funds are used and the remaining balance of \$160,782 is recommended to utilize internal debt. Servicing of this internal debt will be provided from industrial land net sales subsequent to December 31, 2022.

Upon retirement of the internal debt it is recommended that all net sales of industrial land will be transferred to the Industrial Park Reserve for future industrial land expansion. This will provide funds in the future for new industrial land projects or studies.

Financial Implications

The financial implication of this agreement a \$500,000 payment to NOHFC to settle the current outstanding liability. As outlined, above, the recommendation is to use \$339,218 from the Industrial Park Reserve Fund and \$160,782 from internal debt. Servicing of the internal debt will be provided from industrial land net sales subsequent to December 31, 2022.

Strategic Plan / Policy Impact / Climate Impact

This item aligns with the Fiscal Responsibility Value outlined in the Corporate Strategic Plan – “We will manage municipal finances in a responsible and prudent manner. We will implement best practices to ensure best value in service delivery.”

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 29, 2023 concerning the NOHFC Industrial Park Loan be received and that Council approve the use of the Industrial Park Reserve Fund balance of \$339,218 and internal debt in the amount of \$160,782 to provide the Industrial Park Loan settlement to NOHFC;

Further, that Council approve the servicing of the internal debt be provided from industrial land net sales subsequent to December 31, 2022;

Further, that Council approve the future transfer of industrial property sales to the Industrial Park Reserve.

The relevant By-law 2023-86 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

NOHFC Industrial Park Loan Agreement

May 29, 2023

Page 3.

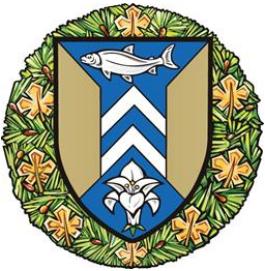
Respectfully submitted,

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705-759-5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Northern Community Centre Agreement with Greater North Soccer Association

Purpose

The purpose of this report is update the Northern Community Centre Agreement for usage and to provide information to Council regarding the transition of the Sault Amateur Soccer Association to the Greater North Soccer Association.

Background

The City of Sault Ste. Marie and Sault Amateur Soccer Association (SASA) entered into an agreement on June 9, 2014 for a period of 20 years for use of the indoor soccer fields at the Northern Community Centre located at 556 Goulais Avenue as well as other related matters.

Analysis

As of January 1, 2023, Ontario Soccer has amalgamated SASA into the Greater North Soccer Association (GNSA). The GNSA has requested the assignment of the Northern Community Centre agreement from SASA to GNSA. The City acknowledges the reorganization of the 21 Ontario soccer districts into 6 with SASA being amalgamated with other Northern Ontario soccer associations to form the GNSA and is agreeable to assign the agreement to the GNSA. subject to terms and conditions attached to the agreement.

Financial Implications

This is an administrative matter to ensure the continued use of the Northern Community Centre turf fields and the per player contribution as identified in the agreement.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plan focus area: Community Development and support the continued partnership with GNSA.

Recommendation

It is therefore recommended that Council take the following action:

Northern Community Centre Agreement with Greater North Soccer Association

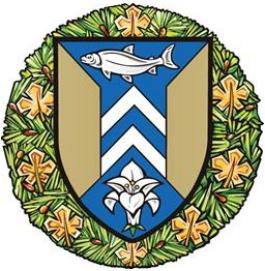
May 29, 2023

Page 2.

The relevant By-law 2023-91 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod
Manager, Recreation and
Culture
705.759.5313
v.mcledon@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Strathclair Fieldhouse Agreement

Purpose

The purpose of this report is update the Strathclair Fieldhouse Agreement and to provide information to Council regarding the transition of the Sault Amateur Soccer Association to the Greater North Soccer Association.

Background

On March 10, 2017, the City of Sault Ste. Marie entered into a 5 year agreement for the use of Strathclair soccer fields and related matters, and which further set out the rights and responsibilities of both parties related to the Fieldhouse, a structure which is owned by the Sault Amateur Soccer Association (SASA) and placed on the city property at Strathclair Fields. The City amended the agreement on April 11, 2022 for a further 5 year period.

Analysis

As of January 1, 2023, Ontario Soccer has amalgamated SASA into the Greater North Soccer Association (GNSA). The GNSA has requested the assignment of the agreement of Strathclair from SASA to GNSA. The City acknowledges the reorganization of the 21 Ontario soccer districts into 6 with SASA being amalgamated with other Northern Ontario soccer associations to form the GNSA and is agreeable to assign the agreement to the GNSA subject to terms and conditions attached to the agreement.

Financial Implications

The agreement supports maintenance by GNSA. If the City were to operate the Fieldhouse it would increase ongoing maintenance costs.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plan focus area: Community Development and support the continued partnership with GNSA.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-90 is listed under Agenda item 12 and will be read with all by-laws under that item.

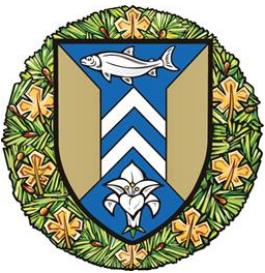
Strathclair Fieldhouse Agreement

May 29, 2023

Page 2.

Respectfully submitted,

Virginia McLeod
Manager, Recreation and Culture
705.759.5313
v.mcleod@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: 316 Elizabeth Street Agreement

Purpose

The purpose of this report is to update the agreement for the lease of 316 Elizabeth Street and provide information to council regarding the transition of the Sault Amateur Soccer Association to the Greater North Soccer Association.

Background

On December 1, 1990, the City of Sault Ste. Marie and the Sault Amateur Soccer Association (SASA) enter into an agreement to lease the former fire hall on 316 Elizabeth St. for a period of one year and then continuing on a month-to-month basis. This agreement has continued into the present day.

Analysis

As of January 1, 2023, Ontario Soccer Association has amalgamated SASA into the Greater North Soccer Association (GNSA). The GNSA has requested the assignment of the lease agreement of 316 Elizabeth St. from SASA to GNSA. The City acknowledges the reorganization of the 21 Ontario soccer districts into 6 with SASA being amalgamated with other Northern Ontario soccer associations to form the GNSA and is agreeable to assign the lease agreement to the GNSA subject to terms and conditions outlined in the agreement.

Financial Implications

The updating of the agreement for use of 316 Elizabeth will result in continuation of rental fees collected by the City from GNSA.

Strategic Plan

This item supports the Corporate Strategic Plan focus area: Community Development and support the continued partnership with GNSA.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-89 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

316 Elizabeth Street Agreement

May 29, 2023

Page 2.

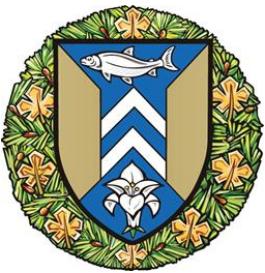
Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5313

v.mcleod@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Josh Rogers, Film, TV and Digital Media Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Stardust Pictures Studio Inc. EGCIP Application

Purpose

This report provides recommendations to City Council from City staff and the EGCIP Committee for the distribution of Economic Growth Community Improvement Plan Funds.

Background

The Economic Growth Community Improvement Plan (EGCIP) was implemented to diversify the local economy and stimulate job growth by attracting new businesses and expanding existing ones that are engaged in primarily export-oriented activities. The EGCIP provides two grant programs.

Applications are subject to the general requirements below and are further subject to program specific requirements.

- Significant private investment;
- Must be located in Sault Ste. Marie;
- Applicants must be a registered property owner, assessed owner or tenant thereof;
- Protecting and/or creating permanent jobs;
- No retroactivity;
- No outstanding issues such as tax arrears, building/fire code violations, etc.;
- The City must not be responsible for any costs;
- Business type must be primarily export based in a targeted industry sector;
- Complete application must be accompanied by plans, drawing, reports, costs, studies, etc. or information as required by City Council and the EGCIP Committee

A pre-application consultation between the applicant and City staff is required to detail the development or redevelopment that is being planned and to determine program eligibility. Applicant must also submit a completed application form along with other supporting documents.

Analysis

The grant programs are administered by the EGCIP Committee, which comprises representation from the City's Community Development, Finance, and Planning Departments. This committee reviews all grant applications, with the final decision made by City Council.

Stardust Pictures Studios Inc.:

Stardust Pictures Studios Inc., a film production studio rental company, co-owned by Justine Levine and David Lipper, seasoned producer with decades of production experience, purchased the former CTV Studio building on East Street in downtown Sault Ste. Marie in August 2022. Stardust is renovating the former CTV building to meet industry demand for studio space through the development of two new studios and office space to support productions. The renovation proposed by Stardust is substantial with an estimated cost of \$2,933,000. Once complete, the studios and office space will be available for rent to productions filming in Sault Ste. Marie. The availability of studio space will support the growth of the local film industry by providing much-needed infrastructure capable of attracting productions to our community.

EGCIP One Time Grant Request:

To assist in site development Stardust Pictures Studios Inc. has requested support from NOHFC and the City's Economic Growth Community Improvement Plan. Using Grant Program 2, a one-time grant of \$100,000 is being requested. EGCIP funding for this project is contingent upon a successful NOHFC application by the applicant.

This money will be used to develop the space as a modern studio space which will include editing houses and production office space. With studio space for filming, sound booths for audio recording, gear rentals, wardrobe and makeup rooms, a carpentry workshop, greenrooms, office space and a small cafe. The building will also be upgraded with a high bandwidth internet connection to support data management of the crews on site and support remote-access work done by postproduction and VFX teams.

The development of Stardust Pictures Studios is an infrastructure project which will support the continued development of Sault Ste. Marie's film industry by meeting an unmet need and will assist us to attract productions that would otherwise go to Sudbury or North Bay.

Facility use Predictions

Stardust is predicting to service five productions in year one of operations with an estimated growth to eight productions per year-by-year 5.

Job Creation

Permanent local full time positions: 1-6

EGCIP Application Stardust Pictures Studio Inc.

May 29, 2023

Page 3.

Temporary local full time positions per active film production in Sault Ste. Marie:
20-40

The Sault Ste. Marie Economic Development Corporation Board has reviewed this application and passed a motion recommending the use of Community Development Funds for this project.

Financial Implications

No new funds would be required. The EGCIP contributions are sourced from the Community Development Fund which currently has \$1,453,215 uncommitted for the purposes of economic diversification.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development – Develop partnerships with key stakeholders and reconciliation

There are no climate change impacts associated with this report. ntified in the Strategic Plan.

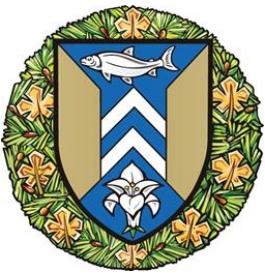
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Film, TV and Digital Media Coordinator dated May 29, 2023 concerning Stardust Pictures Studios Inc.'s Economic Growth Community Improvement Plan application be received and that the recommendation of the EGCIP Committee to allocate \$100,000 be approved.

Respectfully submitted,

Josh Rogers
Film, TV & Digital Media
Coordinator
705.989.5741
j.rogers@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng., Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: 2023 Ditching Program

Purpose

The purpose of this report is to inform Council of the proposed 2023 ditching program.

Background

Each year the ditching program is reported to Council for information. This year it is proposed that the program include the re-ditching of approximately 12,812 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2023 locations. The program represents approximately 2.5% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$204,265.

Analysis

Typically, each year the program is compiled from requests received from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

Financial Implications

The proposed program maximizes the assigned operational budget for ditching.

Strategic Plan / Policy Impact / Climate Impact

The ditching program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

2023 Ditching Program

May 29, 2023

Page 2.

Resolved that the report of the Director of Public Works dated May 29, 2023 concerning the Public Works 2023 Ditching Program be received as information.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Director of Public Works

705.759.5207.

s.hamiltonbeach@cityssm.on.ca

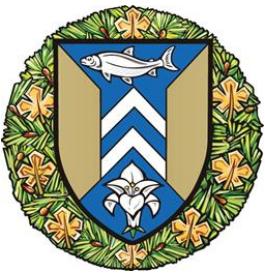
2023 DITCHING PROGRAM

STREET	FROM	TO	METRES	DESCRIPTION
637 Sunnyside Beach Rd	Civic #637	Pole #18990	110	South side
653 Sunnyside Beach Rd	Civic #653	Civic #661	140	South side
89 Sunnyside Beach Rd	Civic #97	To box culvert on north side	110	North side
1793 Base Line	Civic #1793	Pole #5650 (ravine)	186	South side
2015 Base Line	Civic #2003	Cross culvert at civic #2055	241	South side
1723 Base Line	Civic #1741	Civic #579 Town Line	276	South side
2233 Base Line	Civic #2253	Cross culvert at Parkewood	298	South side
86 Parkewood Dr	Civic #86	Civic #24 Parkelane	152	North side
112 Alagash Dr	Civic #116	Bridge	157	East side
221 Alagash Dr	Civic #181	Cross culvert at Dalgiessh Rd	198	West side
31 Cottage Lane	Civic #31	Cross culvert at Victoria Lane	114	North side
1158 Carpin Beach Rd	Civic #1212	Pole #17865	618	East side
648 Leigh's Bay Rd	Pole #16333	Pole #16319	589	East side
607 Leigh's Bay Rd	Civic #607	Civic #577	25	West side
11 Appaloosa Ave	Civic #48 Palomino Dr	Cross culvert at civic #29	166	West side
86 Palomino Dr	Civic #98	Ditch inlet at civic #80	161	East side
84 Ransome Dr	Civic #40	Civic #45 Rex Ave	247	North side
45 Pinto Dr	Civic #45	Offtake ditch	82	East side
1016 Third Line W	Civic #924	Cross culvert at Allen Side Rd	337	North side
1296 Second Line W	Pole #16484	Pole # 16478	254	North side
111 Maki Rd	Civic #111	Corner of Third Line W	470	West side
1450 Third Line W	Civic #1450	Civic #1390	188	North side
1948 Third Line W	Pole #17763	Corner of Carpin Beach Rd	238	South side
1279 Third Line W	Ravine	Cross culvert at Palomino Dr	334	South side
165 Avery Rd	Maki Rd	Cross culvert east of civic #140	295	South side
830 Third Line W	Civic #796	Civic #830	179	North side
752 Allens Side Rd	Civic #740	Corner of Third Line W	222	East side
259 Moss Rd	Civic #259	Civic #347	388	West side
899 Second Line W	Civic #899	Civic #190 Roosevelt Ave	143	North side
7 South Eden St	Civic #7	Civic #148 West Balfour St	157	West side
8 Atwater St	Civic #8	Civic #2	35	North side
17 Donna Dr	Civic #17	Civic #29	47	South side
365 Doncaster Rd	Civic #365	Civic #595 Korah Rd	148	South side
319 Prentice Ave	Civic #319	Civic #448 Doncaster Rd	184	North side
294 Rossmore Rd	Civic #294	Civic #750 Korah Rd	135	East side
751 Korah Rd	Civic #300	Ravine	180	West side
84 Fourth Line W	Civic #84	Pole #B5552	110	North side
Tallack Blvd	Pole #15995	Pole # 16002	318	South side
Tallack Blvd	Civic #1 Kent Cres	Civic #41 West Braemer Bay	130	North side
Tallack Blvd	Civic #78 West Perth Bay	Civic #1 East Robin Bay	225	North side
1562 Peoples Rd	Civic #1550	Civic #1574	348	East side
287 Fourth Line E	Civic #287	Pole #B4949	119	South side
371 Fourth Line E	Civic #387	Civic #339	172	South side
57 Old Goulais Bay Rd	Civic #41	Civic #65	99	West side
111 Old Goulais Bay Rd	Civic #107	Civic #115	106	West side
515 Old Goulais Bay Rd	Civic #515	Civic #571	237	West side
555 Fourth Line E	Civic #555	#1281 Great Northern Rd	267	South side
600 Fourth Line E	Civic #600	#1325 Great Northern Rd	149	North side
1357 Old Garden River Rd	Civic #1357	Pole #B7638	299	South side
1059 Old Garden River Rd	Civic #1059	Civic #1141	531	East side
1385 Great Northern Rd	Civic #1423	Civic #1373 Wigle Street	182	West side
184 Landslide Rd	Civic #184	Civic #218	132	East side
175 Landslide	Civic #175	Civic #215	155	West side
200 Terrance Ave	Civic #170	Civic #310	275	North side
169 Blake Ave	Civic #169	Civic #163	35	West side

2023 DITCHING PROGRAM

Page 2

255 Strand Ave	Civic #249	Pole #O8372	63	South side
47 Oryme Ave	Civic #59	Civic #31	140	South side
27 Panoramic Dr	Civic #27	Civic #53	109	West side
52 Centre St	Civic #52	Civic #78 Market St	60	East side
7 Cambridge Pl	Civic #31	civic #1	153	South side
75 Cambridge Pl	Civic #63	Civic #83	73	South side
96 Farquhar St	Civic #76	Civic #116	180	North side
153 Sutton Pl	Civic #155	Civic #133	106	North side
80 Eastern Ave	Civic #70	Civic #130	235	North side
		TOTAL	12812	



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumieli, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2023 Road Resurfacing Program

Purpose

The purpose of this report is to obtain Council approval of the 2023 Road Resurfacing Program.

Background

Over the years the need to resurface roads has continued to grow and the rising cost of construction has eroded the effectiveness of the program. For many years there has been no increase to the resurfacing budget.

Several arterial and collector roads are in need of new surfaces, thereby requiring funding from the Capital Transportation Program to be redirected to the resurfacing program. This defers essential road reconstruction.

The resurfacing program attempts to address critical needs for all four classes of roads surface:

- Class A: Asphalt road with curbs and storm sewers
- Class B: Asphalt road with roadside ditches
- Class C: Surface treated roads
- Class D: Gravel surface

Analysis

The recommended 2023 resurfacing program includes the following streets:

Class A:

- Wallace Terrace – Allen Side Road to Goulais Avenue
- North Street – Morrison Avenue to Strand Avenue
- MacDonald Avenue – Pim Street to Crawford Avenue
- Second Line West – Edison Avenue to Goulais Avenue

Class C:

- Asquith – Rowell Avenue to Roosevelt Avenue
- Centre Street – Eastern Avenue to Market Street
- Eastern Avenue – Gibb Street to South Market Street

2023 Road Resurfacing Program

May 29, 2023

Page 2

Finally, a quantity of crack sealing, full lane road patches and installation of traffic calming measures may be included in the contracts if budget permits.

These road sections have been prioritized based on Public Works maintenance needs, volume of traffic and pavement condition scores from our Asset Management Plan.

Financial Implications

There is an allocation in the 2023 Capital Transportation Plan of \$4,164,881 for resurfacing. It is estimated that this amount will be sufficient for the above resurfacing program.

Strategic Plan / Policy Impact / Climate Impact

Road resurfacing is linked to the asset management and infrastructure components of the strategic plan.

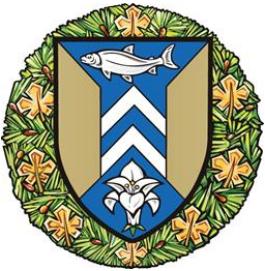
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated May 29, 2023 be received and that the 2023 Road Resurfacing Program be approved.

Respectfully submitted,

Carl Rumieli, P. Eng.
Director of Engineering
705.759.5379
c.rumieli@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng., Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Parks Pilot Project – Fruit Bearing Trees

Purpose

The purpose of this report is to respond to Council resolution dated February 21, 2023 which reads,

“Whereas the City of Sault Ste Marie is committed to planting trees annually; and Whereas fruit bearing trees can help to combat food security issues and bring forth opportunities for education regarding the origins of food and how to grow it; and Whereas planting fruit bearing trees could create potential community growth and development, including events to pick and bring home fruit, education sessions on growing, cooking classes and more;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back to Council regarding the feasibility of procurement and planting of fruit bearing trees within the City as part of the City's current new tree allotment.”

Background

Each year, Public Works Forestry Division takes on a tree planting program in an effort to beautify, provide shade and reduce the City's overall carbon footprint. In some cases, the trees are a replacement of others that have had to be removed.

The intent of planting fruit bearing trees in an effort to combat food security issues serves as an educational program as well as a community growth initiative as stated in the resolution above and can certainly be incorporated into our annual effort. Determining a suitable location to mitigate the attraction of bears and other animals/pests as well as all other aspects of maintenance will be critical.

Analysis

Parks staff have selected fruit tree species that are hardy for our area and pest resistant. This year's group of plantings shall be a pilot project with advantages and disadvantages to be tracked in the upcoming years to be able to best determine program expansion.

The budget of \$15,000 allows for approximately 150 new trees to be planted each year.

Parks Pilot Project- Fruit Bearing Trees

May 29, 2023

Page 2.

The locations for the 2023 planting of fruit trees include the following:

- Clergue Park
- Bellevue Park
- Lasalle Park
- Rosedale Park
- Brookfield Park
- Zuke Park
- Littner Park
- Arizona Park

These locations have been selected so that the plantings will be fairly distributed amongst City Parks. The plan is to plant eight city neighbourhood parks with six edible apple trees consisting of four different varieties of apples in each park. We will be planting 4' high, 4 year old trees which should start producing apples in 3-4 years time after planting.

In 2016, we established in partnership with ADSB an Urban Orchard Project consisting of 25 edible apple trees being planted at the Etienne Brule site, which is close to Esposito Park in the downtown area. These trees have been bearing edible apples for two seasons now.

Through observation, we have not seen any increase in rodents or animals being attracted to the existing orchard site.

Financial Implications

It is proposed that the fruit trees be purchased from within the annual Parks operations budget for tree planting.

Strategic Plan / Policy Impact / Climate Impact

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

Planting trees has a positive influence on our City's carbon footprint. Overall, tree planting is an effort to maintain and enhance our overall tree inventory while also allowing the opportunity for our citizens to enjoy fresh fruit.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated May 29, 2023 concerning planting fruit trees be received and that Council support the planting of fruit trees in various neighborhood parks in the 2023 tree planting program.

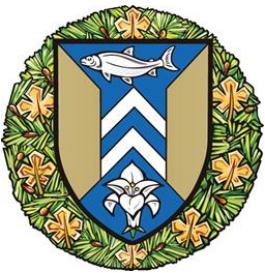
Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207.

s.hamiltonbeach@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Trash to Treasure Event- 2023

Purpose

The purpose of this report is to address a resolution dated January 30, 2023 which reads, “Now Therefore Be It Resolved, that City Staff be requested to explore the opportunity to work with community partners to organize Sault Ste. Marie’s own “Trash to Treasure Day” on a Saturday or Sunday in late May or early June of 2023.”

Background

At the Regular Council Meeting on January 30, 2023, City Council requested Public Works Staff to explore the opportunity to work with community partners to organize Sault Ste. Marie’s own “Trash to Treasure Day” on a Saturday or Sunday in late May or early June of 2023.

Public Works and Engineering Services – Waste Management Division is pleased to announce that in the spirit of the three R’s- reduce, reuse and recycle, a “Trash to Treasure Day” is scheduled to occur on Saturday, June 3, 2023.

“Trash to Treasure Day” is a waste diversion effort that involves residents placing material at the curb on the day of the event and allowing others in the community to take, free-of-charge, their trash and turn it into their treasure.

Items brought to the curb must clearly be marked with a ‘FREE’ sign. If items remain unwanted by 9:00am that day, it is the resident’s responsibility to remove the items from the curb. It is encouraged that uncollected items be donated to charity.

PWES is in support of this event along with our community partners Clean North and Green for Life Environmental (GFL), who will be sponsoring the event. We are hopeful the public actively takes part in this event, as these items would otherwise make their way into the landfill site. Diversion and reuse of material is always encouraged.

Trash to Treasure Day- 2023

May 29, 2023

Page 2.

Analysis

The event works to extend the life of the landfill, which is critical. Public events such as "Trash to Treasure Day" are encouraged and provide an opportunity to educate the public on the 3R's-reduce, reuse and recycle.

Financial Implications

This event has no financial impact to the City and does not affect staffing. GFL has agreed to provide funding for public advertising with a contribution of \$5,000 towards such. It does make a positive impact on the environment.

Strategic Plan / Policy Impact / Climate Impact

This report does not link to the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

That the report of the Director of Public Works concerning Trash to Treasure Day 2023 be received as information.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Directory of Public Works

705.759.5207.

s.hamiltonbeach@cityssm.on.ca



TRASH TO TREASURE DAY

**Saturday June 3, 2023
8 a.m. – 9 p.m.**

- Collect unwanted items and place them by the curb
- Label items with a 'free' sign
- Keep non giveaways away from the curb
- Tour your neighbourhood for treasures



**SAULT
STE. MARIE**

saultstemarie.ca/trashtotreasure
Page 207 of 204

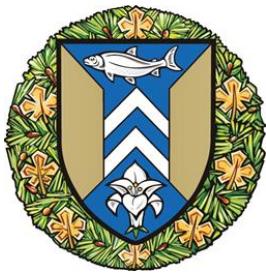
Free Stuff



**SAULT
STE.MARIE**

**Trash to
Treasure**





The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Manager of Development and Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Landfill Operations and Monitoring 2022 – Environmental Monitoring Committee

Purpose

The purpose of this report is to fulfill Condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of the Environment, Conservation and Parks.

Background

The Environmental Monitoring Committee is the formal point of contact with the public for the landfill operations, as mandated under the Certificate of Approval. The Committee consists of four members of the public, one Councillor, the Ministry of the Environment, Conservation and Parks, and staff. The Committee was originally established under By-law 89-174, which was repealed and replaced through By-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2022 operations and monitoring reports. The reports include but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available from Public Works and Engineering Services if any Councillor wishes to review them.

Analysis

Site Development and Operations Report 2022 Municipal Landfill Waste Quantities and Site Capacity

Approximately 84,220 tonnes of waste was received at the landfill in 2022. Of this value 44% was landfilled, and 54% was used as cover or stockpiled for future use, and 2% was diverted. Based on the 5-year average disposal rate, there is capacity for approximately 5 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. With the addition of one purge well installed in May 2022, there are presently ten purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective, however, it has limitations.

In 2009 a contaminant attenuation zone (CAZ) was approved through the MECP. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010. Three odour complaints were received in 2022.

Municipal Landfill Site Monitoring Report 2022

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed Ministry of the Environment, Conservation and Parks criteria;
- Predicting future movement of contaminants and compliance; and
- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2022 consisted of 40 wells, and one maintenance hole. A new monitoring well was installed in December 2022.

Engineered controls and natural attenuation processes including dilution are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. In 2022 the water quality in most of the western wells have generally improved or levelled off when comparing historical data to recent data. This continues to demonstrate the overall effectiveness of the purge well system, which has been effective at reducing chloride concentrations in general, and isolating impacts to a relatively narrow band. The purge well system continues to be effective but has limitations.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Surface water is sampled and analyzed at five locations, which are upstream, adjacent to and downstream of the site. The locations are sampled five times per year and results are compared to Provincial Water Quality Objectives. Generally, consistent results have been shown at two upstream locations. Water quality has been variable at some of the other sampling locations. The meander area station has had a slight increasing trend since 2014 for some parameters, however still generally within the historical ranges. This may be in part due to low water levels and stagnant water in this area. Generally, surface water conditions have improved since 2007, as a result of the Canon Creek realignment and leachate collection system extension.

Methane Gas

Since 2008, methane gas concentrations have been in the flammable range at one of the methane gas monitors. The monitor is located east of the maintenance building. A methane mitigation project was completed in 2010. The system was installed in order to monitor indoor air quality, control ventilation and provide warning if there is a problem. Signage is in place as an additional mitigative measure.

Financial Implications

There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Development and Environmental Engineering dated May 29, 2023 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Landfill Operations and Monitoring 2022 – Environmental Monitoring Committee

May 29, 2023

Page 4

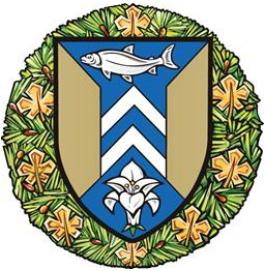
Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Corey Smith, Supervisor of Construction
DEPARTMENT: Public Works and Engineering Services
RE: Road Closure – Metzger Street and McAllen Street

Purpose

The purpose of this report is to obtain Council approval to close Metzger Street and McAllen Street at Central Street for a period of six (6) weeks.

Background

As Council is aware, at the May 24, 2022 Council meeting, the execution of Contract 2022-9E Central Street Aqueduct Repairs was authorized. EllisDon Industrial Inc. has some outstanding work to be completed in 2023.

Analysis

In order to complete the outstanding work on this project, Metzger Street and McAllen Street must be closed at Central Street for six (6) weeks.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

This report is related to the Infrastructure area of the strategic plan.

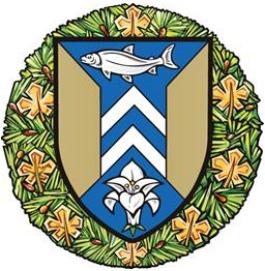
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-87 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Corey Smith
Supervisor - Construction
705.541.7161
c.smith@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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng., Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Revised Agreement with Brookfield Power Wind Prince

Purpose

The purpose of this report is to seek Council approval to enter into an agreement with Brookfield Power Wind Prince LP to provide winter maintenance for a portion of Maki Road north of Allard Lake.

Background

At the meeting of Council dated September 19, 2022, Council approved entering into an agreement related to this scope of work. Upon subsequent review and prior to signing the agreement, despite providing approval to proceed with the presented agreement – it was realized by representatives of Brookfield that there were wording and omissions (ie. Vendor Code of Conduct) that are mandatory for all Brookfield Power contracts.

Analysis

Legal and Public Works have reviewed the newly proposed agreement and are satisfied that there are not fundamental obligations or changes that would prevent recommending its approval.

Financial Implications

Brookfield pays Public Works for the service provided based on the updated costing provisions found in the agreement. It should be noted that the 2022-2023 season has been paid for based on these terms.

Strategic Plan / Policy Impact / Climate Impact

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

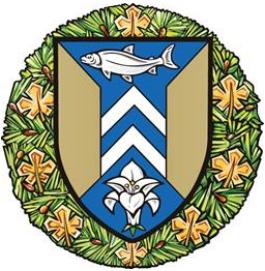
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-84 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Susan Hamilton Beach, P. Eng.
Director, Public Works
705.759.5201
s.hamiltonbeach@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields City Solicitor
DEPARTMENT: Legal Department
RE: Fifth Line East Property Acquisitions

Purpose

The purpose of this report is to inform Council of the finalizing of the acquisition of properties located on Fifth Line East.

Background

In 2019 as part of the City's Waste Management Environmental Assessment, four properties were targeted for acquisition. These properties were not for sale. The proposed properties would serve to extend the contaminant attenuation zone (CAZ) that the City has west of the landfill. On November 4, 2019 in a closed meeting to discuss the proposed acquisition of land by the municipality Council authorized the Legal Department to negotiate for the purchase of the four properties. Appraisals were completed and negotiations commenced for the acquisition. Further reports on the acquisitions and on the negotiations were also brought to closed session of Council for updates and further direction and authorization, on June 28, 2021, March 21, 2022, August 8, 2022, and January 23, 2023. Negotiations were completed successfully on three of the four properties. The fourth property is now being pursued by way of expropriation. As the process took a lengthy period of time, additional assessments needed to be completed.

Analysis

The three properties acquired are civic addresses 302 Fifth Line east, 310 Fifth Line East, and 334 Fifth Line East. 302 Fifth Line East was assessed at \$314,000 and purchased for \$350,000. 310 Fifth Line East was assessed at \$482,000 and purchased for \$488,000. The property at 334 Fifth Line East was assessed at \$312,000 and purchased for \$312,000. Each property owner was also provided a reasonable sum to cover their legal fees. It is acknowledged that these residents were willing to work to assist the City while looking to be treated fairly.

Financial Implications

The acquisition of the subject properties were funded from the Waste Disposal Site reserve as part of the Business and Implementation Plan for the landfill. The costs of the property, legal costs, surveys and demolition all came from this fund.

Fifth Line East Property Acquisitions

May 29, 2023

Page 2.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

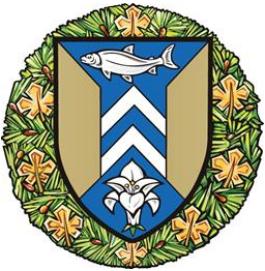
It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated May 29, 2023 concerning the acquisition of three pieces of property located at 302, 310 and 334 Fifth Line East be received as information.

Respectfully submitted,

Karen Fields
City Solicitor
705.759-5407
k.fields@cityssm.on.ca

LEGAL\STAFF\COUNCIL\REPORTS\2023\FIFTH LINE EAST PROPERTY ACQUISITIONS.DOCX



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Marrello – Request to Purchase City Property – Barton
Street and Hess Street

Purpose

The purpose of this report is to recommend to Council that the property described as PART OF PIN 31613-0145 (LT) PART LOT 169 PL 58 AWENGE; SAULT STE. MARIE, be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land and to seek Council's approval to assume, stop up, close and convey part of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE.

Attachment

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

Background

The Legal Department received a request on April 29th, 2021 from Frank Marrello to ascertain if a portion of property on Hess Street would be declared surplus and if a portion of Barton Street could be acquired. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comment ("SSMRCA"). The following responses were received:

Public Works does not object to selling this property.

The Engineering Department has no objections. No easements are required.

The Planning Department has no concerns.

The Building Department has no objections. Civic 53 and 91 are zoned EM (Environmental Management Zone) abutting R1 (Estate Residential). Per By-Law 2005-150, Section 10 states that building applications will be reviewed on a site-by-site basis, through the removal of a holding provision (refer to Section 10.1, 10.2 and 10.3 for further details). Permitted uses and building regulations shall be the same as the abutting zone.

The Community Development & Enterprise Services Department has no concerns or objections.

May 29, 2023

Page 2.

The Sault Ste. Marie Region Conservation Authority (SSMRCA) has no objections. They 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. If there is any development, a permit will be required from SSMRCA.

Analysis

If Council declares the property surplus, the property will be advertised 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.

Mr. Marrello obtained a \$4,000.00 estimate of value for this property from Eric Brauner Real Estate Brokerage.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2023-81, 2023-82 and 2023-83 are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King

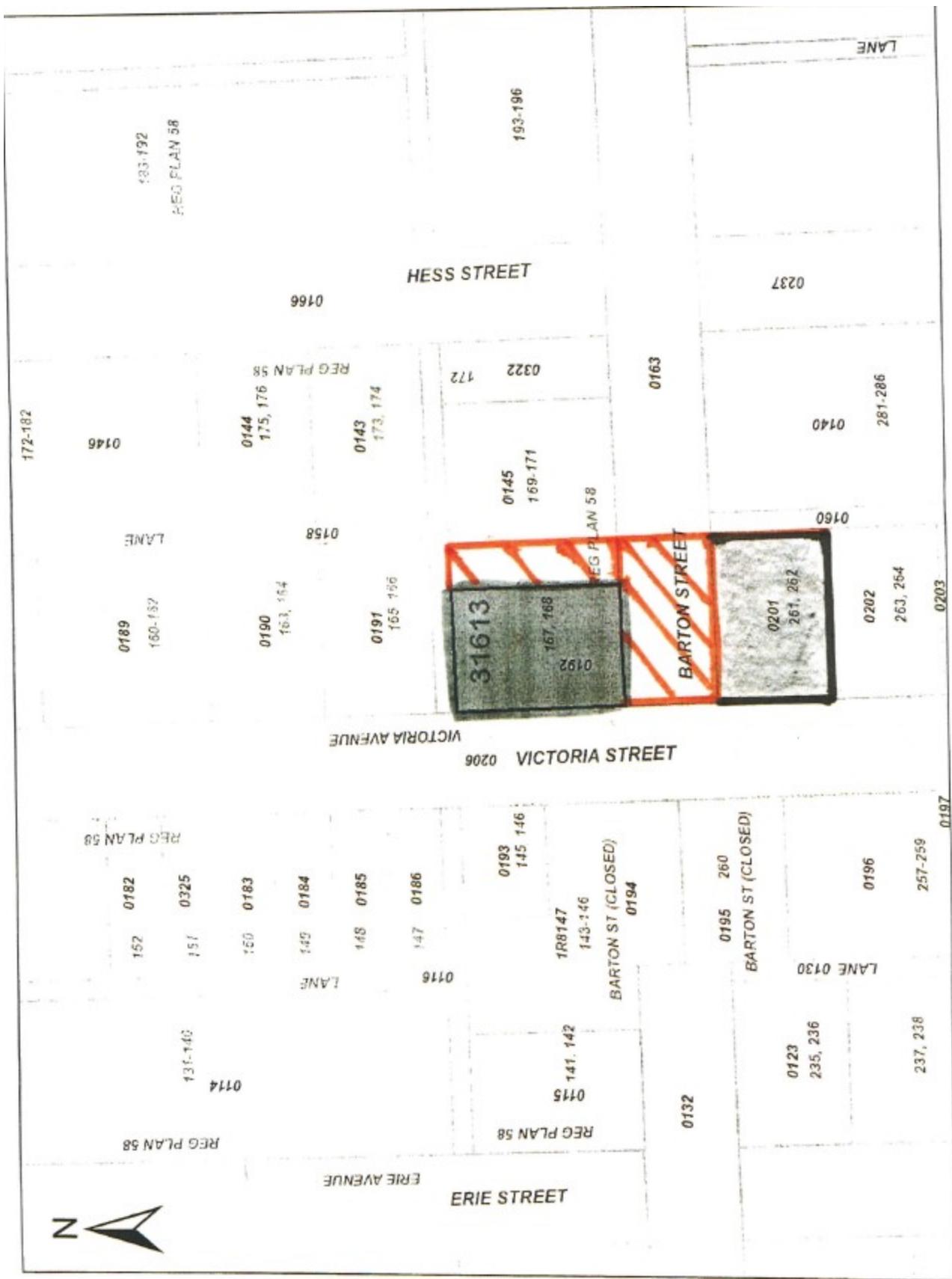
Solicitor

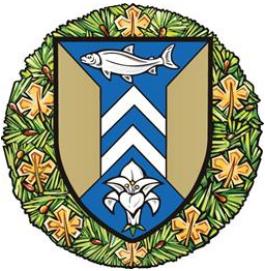
705.759.2662

j.king3@cityssm.on.ca

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2023\Marrello - Request to Purchase City Property - Part of Barton Street and Part Lot 169 Hamilton Subdivision (OPEN).docx

Schedule "A"





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Part Wiber Street – Street Assumption, Closing and Conveyance

Purpose

The purpose of this report is to seek Council approval to assume, stop up, close and convey part of Wiber Street, PIN 31504-0364(LT), legally described as WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE and now known as 72 Corey Avenue ("Subject Property").

Background

On May 21, 2021 the Legal Department received a request from Harold and Barb Thompson to ascertain if the Subject Property could be declared surplus. The Subject Property is classified as a "Street", however the planned extension will not proceed. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

Circulation comments can be reviewed on the attached Council Report brought before City Council on March 20, 2023. At that Council meeting, Council passed By-law 2023-25 which declared the Subject Property surplus and authorized the sale of the said lands.

Attachment

Attached as Schedule "A" is a map of the Subject Property. Attached as Schedule "B" is a copy of the March 20, 2023 Council Report.

Analysis

Given that the Subject Property is classified as a "Street", the next step to proceed with its sale is to pass the By-laws before Council.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact / Climate Impact

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

May 29, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2023-77 and 2023-78 are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik

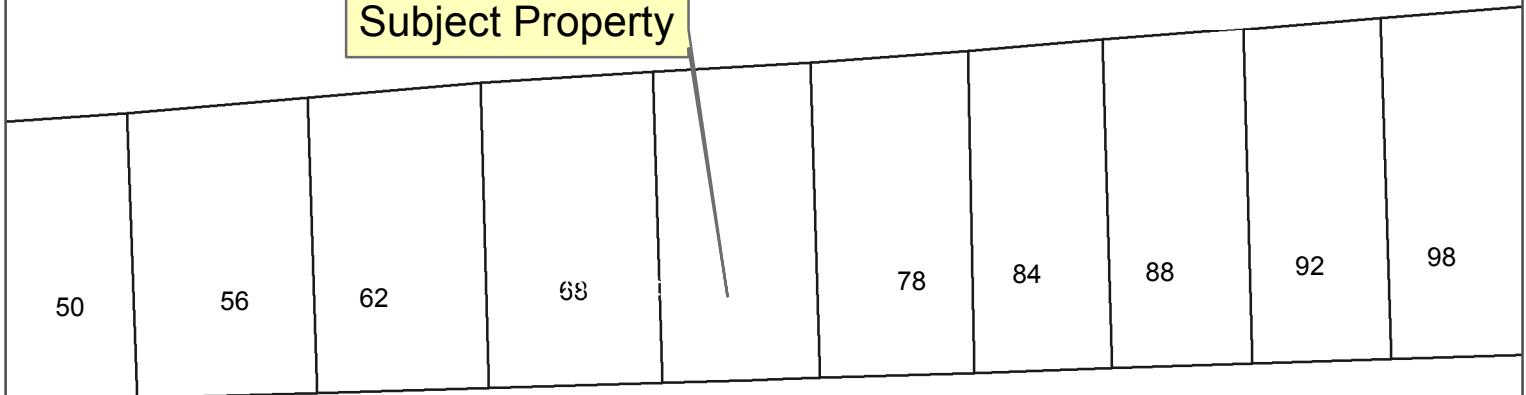
Assistant City Solicitor/Senior Litigation Counsel

705-759-5403

m.borowiczsibenik@cityssm.on.ca

Schedule "A"

Subject Property



Corey Avenue

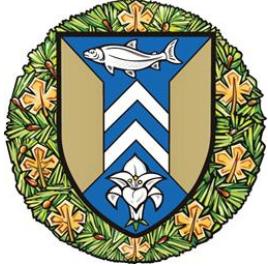


Lawson Avenue

MAP TITLE

MAP PURPOSE/DESCRIPTION





The Corporation of the City of Sault Ste. Marie

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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Schedule B Council Report - Wiber Street March 20, 2023.docx

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31504-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE, being part of Wiber Street, be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

Attachment

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

Background

On May 21, 2021, the Legal Department received a request from Harold and Barb Thompson to ascertain if this section of Wiber Street could be declared surplus. Mr. and Mrs. Thompson advised that they are interested in the Subject Property as an extension to their own adjacent property for green space. They further advised that they have been maintaining the Subject Property for the past 56 years. The Subject Property is classified as a "Street", however the planned extension will not proceed.

Gary and Marla Fahrer are the other adjacent property owners. They have advised they are also interested in one half of the Subject Property. The request was circulated to various City Departments and the SSMRCA.

A. Circulation Results

City Departments confirmed that the planned extension for Wiber Street is no longer proceeding and that the Subject Property is a developable lot.

The Building Department advised that the Subject Property would require sanitary and water services in order to allow for any building.

Declare Property Surplus – Pt of Wiber Street

March 20, 2023

Page 2.

The Engineering Department advised that the installation of a sanitary lateral would be necessary to service the Subject Property, and that consideration should be made to returning the corner roundings to the adjacent property owners if the Subject Property is sold. PUC responded to Engineering's request for comments and advised the following:

- waterfront charges would need to be assessed;
- the Subject Property is presently considered unserviced with respect to water. New servicing would be provided and associated amounts due in accordance with by-law rates at the time of servicing; and
- the Subject Property has an existing fire hydrant which would require an easement.

The Planning Department advised that the Subject Property is zoned Parks and Recreation. Further, Planning recommended that prior to any sale, the City should apply to rezone the Subject Property to Single Detached residential to permit development that is consistent with the rest of neighbourhood.

Public Works and CD & ES support comments made by Planning and have no further comments. Sault Ste. Marie Conservation Authority advised that they have no objections. The Subject Property is not located within an area under the jurisdiction of the Conservation Authority.

Analysis

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

Financial Implications

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

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31504-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE being part of Wiber Street ("Subject Property"), 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, as a serviced lot, with servicing costs to be completed at the City's expense only upon receipt of an offer for the Subject Property consistent with fair market value and to the satisfaction of the City Solicitor or her designate.

Further authorize City Staff to take the necessary steps to apply to rezone the Subject Property from Parks and Recreation to Single Residential.

Declare Property Surplus – Pt of Wiber Street

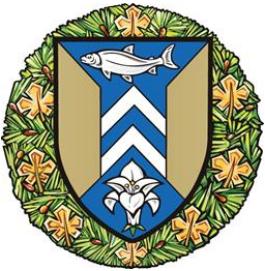
March 20, 2023

Page 3.

By-law 2023-25 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759-5403
m.borowiczsibenik@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Property Acquisition Part of 2467 Base Line

Purpose

The purpose of this report is to request approval from Council for the acquisition of a portion of 2467 Base Line, being described as Part 4 on Plan 1R14012 for the sum of One (\$1.00) Dollar (the “Subject Property”).

Attachment

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

Background

The Subject Property is currently owned by 1372055 Ontario Limited who is in the process of completing a Consent Application before the Committee of Adjustment. The Secretary/Treasurer of the Committee of Adjustment, has advised that although not a condition of Consent, the parcels relevant to the Consent Application cannot be created without conveying Part 4, 1R14012 to the City.

Through that Application, it was further noted that the Subject Property is currently being utilized as part of Base Line.

Analysis

As the Subject Property is currently being used as part of Base Line, the City should formalize its use and acquire ownership. Engineering has also confirmed that the City should accept Part 4 on Plan 1R14012 and assume it as part of Base Line.

Financial Implications

The Subject Property is being acquired for a nominal amount of One (\$1.00) Dollar.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter and not part of the Strategic Plan.

Property Acquisition Part of 2467 Base Line

May 29, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-79 is listed under Agenda Item 12 and will be read with all by-laws under that item.

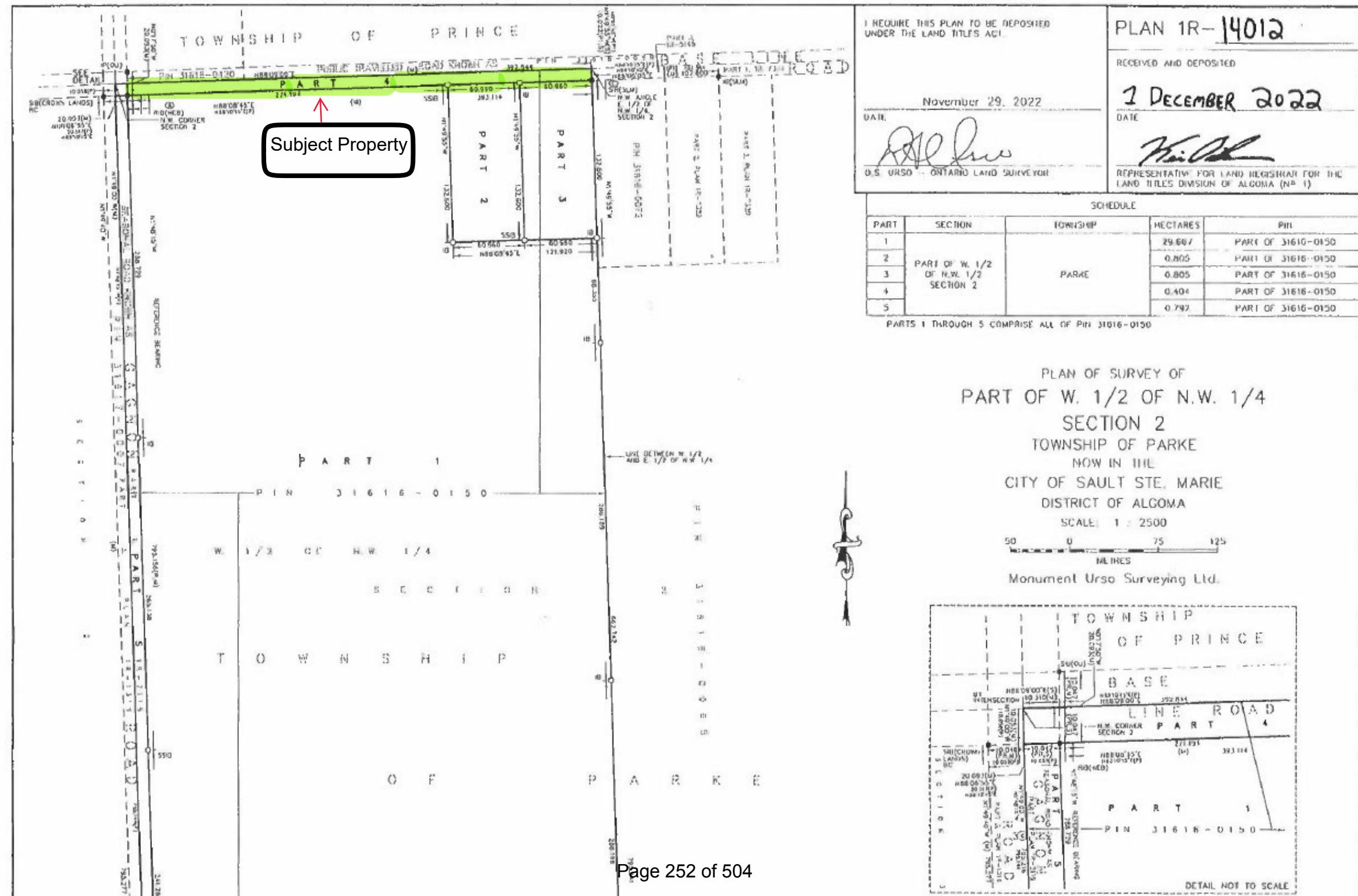
Respectfully submitted,

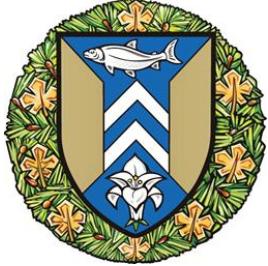
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2023\Property Acquisition Part of 2467 Base Line (OPEN).docx

Schedule "A"

Part of





The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: 724 Bonney Street – Sale to Habitat for Humanity

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31592-0236 (LT) LT 11-13 BLK 11 PL1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853; SAULT STE. MARIE being civic 724 Bonney Street (the “Subject Property”) be offered to Habitat for Humanity for the nominal amount of \$1.00.

Schedule “A”

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

Background

On April 26, 2021, City Council declared the Subject Property as surplus to the City’s needs. On May 1, 2021, the Subject Property was advertised for sale with bids due on May 25, 2021. One bid was received from Sergio Pietramale in the amount of Three Thousand Six Hundred Fifty (\$3,650.00) Dollars with a purpose of using the property to build residential. Given that Engineering had commented that the costs to service the Subject Property could be significant, Legal advised Mr. Pietramale of same and recommended that he reach out to PUC to ascertain such costs.

On August 3, 2021, Mr. Pietramale advised he had received the costing from PUC. The water line at the Subject Property had been abandoned and the cost to put in a new line would be significant. As such, he could no longer develop the Subject Property as intended. No other bids were received.

The Legal Department thereafter completed a further circulation to relevant City Departments to ascertain if they had any suggestions/uses for the Subject Property. Engineering suggested that Algoma Steel be contacted as they were looking for a site to place air quality monitoring equipment. Planning and CDES attended with a representative from Algoma Steel at the Subject Property and other locations in the City. Unfortunately given the large row of trees along the

724 Bonney Street

May 29, 2023

Page 2.

south side of Bonney Street, the Subject Property was not suitable for their purposes.

SSM Housing Services also confirmed that they were not interested in the Subject Property. Public Works suggested that the Subject Property could be donated to Habitat for Humanity. No other recommendations or suggestions were received. This information was presented to Council at the Closed Session held on November 15, 2021 and Council directed Legal to reach out to Habitat for Humanity to see if they were interested in the Subject Property as a donation.

Analysis

Presently, the City continues to incur costs to maintain the Subject Property and does not have a need for same. There is no interest in the Subject Property and the costs to service the property are significant.

As per Council's direction, the Legal Department reached out to Habitat for Humanity to see if they were interested in acquiring the Subject Property for \$1.00. Habitat for Humanity advised Legal on May 3, 2023 that they have considered the offer and went through their process. A resolution was passed at their April 24, 2023 meeting approving the donation for the purpose of affordable housing.

Financial Implications

The Subject Property is presently owned by the City and is exempt from property taxes. Upon the sale of the Subject Property, the property may become taxable depending upon its ultimate use. Further, the City would not need to expend costs to continue to maintain the Subject Property.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-93 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik

Assistant City Solicitor/

Senior Litigation Counsel

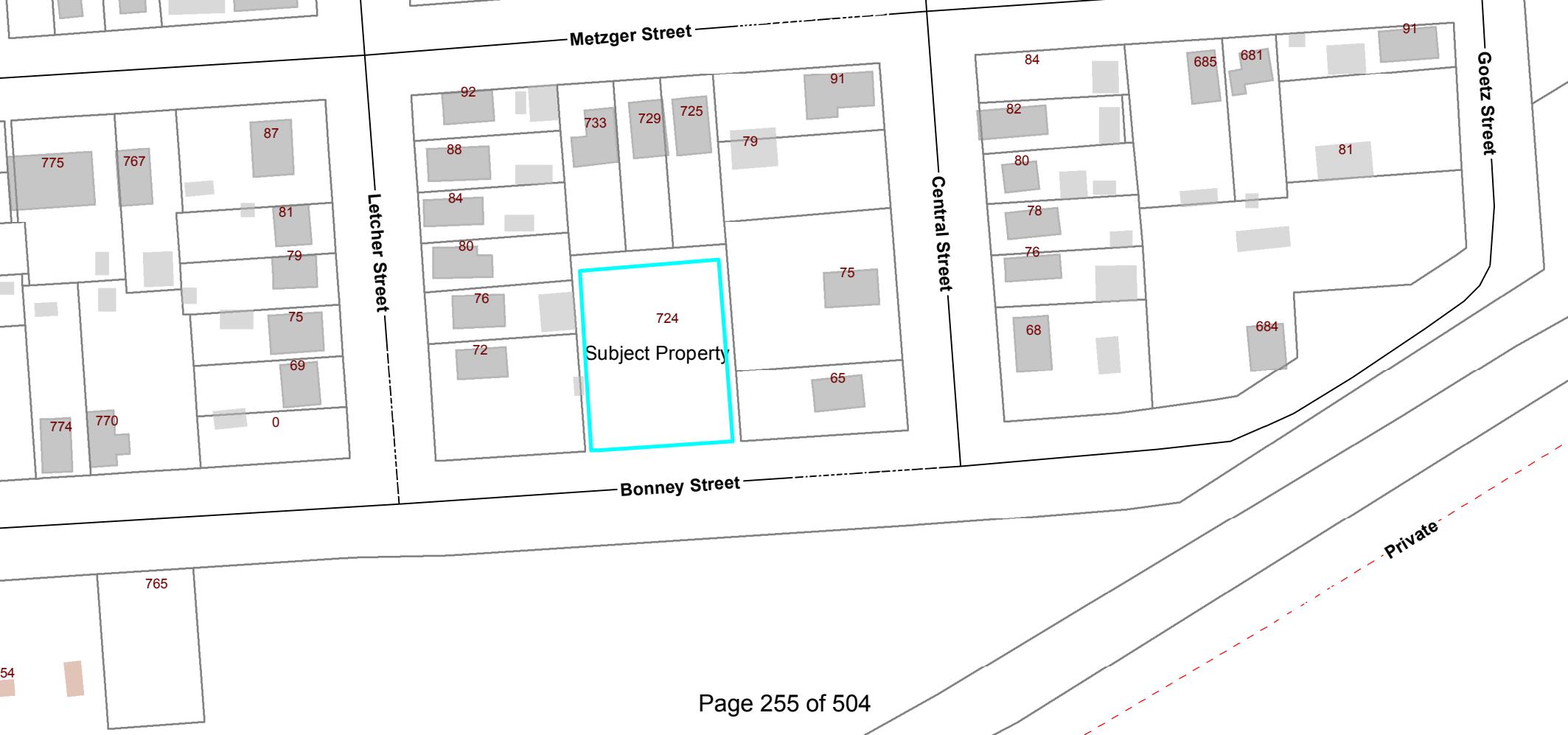
705.759-5403

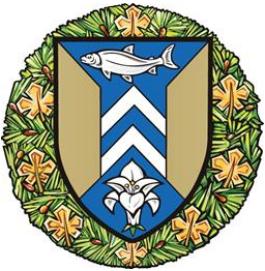
e-mail: m.borowiczsibenik@cityssm.on.ca

MBS/da

Attachment

LEGAL\STAFF\COUNCIL\REPORTS\2023\724 BONNEY STREET - SALE OPEN.DOCX





The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Procedure By-law Review 2023

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 be reviewed during the term of each Council.

The Procedure By-law Review task force is composed of Mayor Shoemaker, Councillor L. Dufour, Councillor M. Scott, CAO White, City Solicitor, City Clerk and Deputy City Clerk.

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.

The Procedure By-law Review task force met on March 23, 2023 and May 9, 2023.

A list of proposed changes appears below. The most significant recommendations are:

Council meeting time – moved from 4:30 to 5 p.m. with applications under the *Planning Act* to be heard at 5 p.m.

Removal of proclamations from the Council Agenda – The task force surveyed other Northern Ontario cities regarding proclamation processes. Of the municipalities who replied (Timmins, North Bay and Thunder Bay) none deal with proclamations at Council meetings. It is proposed that proclamations be made by the Mayor and communicated by the Mayor's office to various media.

Release of Agenda to public – Changed from Friday preceding a Council meeting to end of business day on the Thursday preceding the meeting.

Opportunity to be heard without notice – The task force is recommending rewording for simplicity. Any person may be heard without notice upon a motion to suspend the rules of procedure passed by two-thirds of the members present.

Grammatical changes have been made and words reduced where possible.

The following is a list of recommended amendments:

- 1.3 Deleted: reference to inapplicability to conservation authority
New 1.3 (had been 1.4): task force instead of committee
- 2.5 Acting Mayor: refined description of process
- 3.2 Seating of Members: insert first “business” meeting
- 4.1 Date and Time: Council meeting start time changed from 4:30 to 5 p.m. Refined wording around meeting following a holiday Monday.
- 4.6 Place of Meeting: replace “regular” meetings of Council to “open” meetings of Council (silent as to location of closed session to allow flexibility)
- 4.8 Quorum (City Council): refined wording
- 4.9 Quorum Lacking: time limit to adjourn changed from thirty to fifteen minutes
- 5.3 Resolution Authorizing Closed Session: Articulating that a motion is required in open in order to authorize a closed session
- 8.7 and 8.8 Deleted Notice of Notice of Motion: deemed unnecessary
- 22.3 Electronic Voting: removed reference to voting by show of hands in the event of a power or internet outage. (The meeting will adjourn when it cannot be livestreamed.)
- 23.3 Agenda: Proclamations removed as an Agenda item
- 23.4 Deviation from Order of Business: Planning applications to be heard at 5 p.m.
- 23.7 Release of Agenda to Public: Amended to release on Thursday instead of Friday
- 25 Proclamations: Organizations or community groups may request proclamations from the Mayor. If approved, proclamations will be communicated by the Mayor’s office through various media.
 - 26.1 Presentations – Request in Writing: Request to appear before Council “to make a presentation on items relevant to the business of Council”.
 - 26.4 Length of Presentation: Changed to three minutes to be consistent with length of delegations.

27.9 Opportunity to Be Heard Where Notice Not Given: Removing details regarding request to be heard without notice. An individual can request that Council waive the provisions of the procedure by-law to allow the individual to be heard (by resolution).

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

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

There is no climate impact.

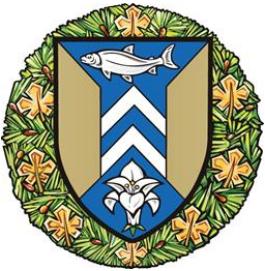
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated May 29, 2023 concerning Procedure By-law Review 2023 be received and that the proposed amendments be incorporated into a new Procedure By-law.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: City of Sault Ste. Marie 2021 – 2022 Sustainability Report

Purpose

The purpose of this report is to inform Council of City sustainability efforts from 2021 to 2022, as well as provide an update on the implementation of the Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan. It also highlights key City sustainability efforts and projects planned for 2023. This report is different than the Corporate GHG Emissions inventory update that went to Council January 30, 2023 as that purely looked at corporate emissions. This report focusses on all sustainability activities from 2021 to 2022. Staff intend to provide an update on corporate sustainability efforts to Council on an annual basis.

Background

December 14, 2022, marked the two-year anniversary of Council's unanimously endorsed *Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan 2020 – 2030*. Since the endorsement, the City has been working on increasing environmental sustainability initiatives within their operations and the community. This work is the result of leadership and active partnerships formed through a spirit of collaboration across multiple departments and community partners.

Analysis

The City's first Sustainability Report aligns with the Sault Ste. Marie GHG Reduction Plan. Projects and initiatives are categorized under the plan's seven pillars which are: 1. Buildings and Energy – Community, 2. Buildings & Energy – Corporate, 3. Transportation; 4. Waste; 5. Green Space; 6. Economic Development; and 7. Municipal Leadership.

In 2021, the City made efforts to prioritize corporate efficiency retrofits, in particular taking advantage of the IESO's Retrofit and Small Business Lighting Incentive Programs. Sixteen (16) projects were either initiated and/or completed. This was also furthered in the community through a series of educational webinars that the City delivered in partnership with Garden River First Nation regarding understanding Ontario's Energy System, home energy systems, and residential and commercial energy incentive programs.

City of Sault Ste. Marie 2021 – 2022 Sustainability Report

May 29, 2023

Page 2.

The City's Green Committee was revised and relaunched as the Environmental Sustainability Committee (ESC). As well, the City's Green Initiatives Fund was established and allocates \$50,000 to local non-profit and City department initiatives annually. The City also joined the United Nations Cities Race to Zero campaign to further reiterate the net zero target.

In 2022, the City continued to prioritize corporate energy efficiency retrofits with 21 projects that were initiated. From a community standpoint, the City launched the community efficiency financing study project which will identify opportunities and challenges that may arise during the development of a residential retrofit financing program for homeowners in Sault Ste. Marie. It will examine the feasibility of implementing a local financing program in order to address the high upfront cost burden of undertaking home energy retrofits and provide recommendations on the market potential, financing model and program delivery model.

The City also launched their Active Transportation Master Plan Project. Another important milestone was the City officially implemented a single use plastics ban that came into effect on November 15, 2022. The ESC also featured a spotlight series on members including the PUC, Algoma University, Natural Resources Canada, and Algoma Steel and their efforts regarding sustainability. In addition, the City allocated \$90,680.71 towards twelve (12) local non-profit and City department projects under the Green Initiatives Program.

The Sault Ste. Marie Community GHG Reduction Plan focuses on actions to be completed within a 10-year timeframe: 2020 to 2030. It also lays some of the preliminary groundwork for net-zero emissions by 2050. The plan recommends 60 actions and is broken down into seven key sectors, predominantly based on emission sources and reduction action opportunities. The majority of actions (50) have been initiated, 6 are completed and 5 have not started. Please review Appendix A of the Sustainability Report attachment for further details on this.

Key City sustainability initiatives and projects planned for 2023 include:

COMPLETE

- 2022 Corporate GHG Inventory Update
- First ever Climate Change impact statement applied to Council Reports
- Bi-annual senior management energy and sustainability project prioritization meeting (1st 2023 meeting completed February 28, 2023, next meeting scheduled for June 20, 2023)
- Energy Incentives Community Information Sessions (February 28 and April 11, 2023)
- World Water Day 2023 Community Presentation (March 22, 2023)
- CityNature Challenge (April 28 – May 1, 2023)

City of Sault Ste. Marie 2021 – 2022 Sustainability Report

May 29, 2023

Page 3.

IN PROGRESS

- Complete Community Efficiency Financing Feasibility Study (ETA Spring 2023) next steps include applying for funding for Program Design
- Deep Energy Retrofit Project (pending funding)
- Community 2022 Emissions Inventory Update
- Nature Canada Bird Friendly City Designation Project
- 2023 Bike to Work Week partnership with the Sault Cycling Club and Algoma Public Health (June 3 – 9)
- Support Algoma District School Board (ADSB) with launching annual stormwater pollution awareness initiative through Trout Unlimited Canada's Yellow Fish Road Program (starting week of June 5, 2023)

As the City looks ahead to 2023 and beyond, leadership and staff must continue to prioritize GHG reduction and sustainability as part of the quality of life value of the City's Strategic Plan. A united and aggressive corporate financial commitment and effort from all departments and Council will be required to meet corporate emission reduction targets.

Financial Implications

There are no financial implications with this report.

Strategic Plan / Policy Impact / Climate Impact

The City of Sault Ste. Marie 2021 – 2022 Sustainability Report update supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 in a number of ways:

- **Infrastructure:** maintaining existing infrastructure
- **Quality of life:** promoting quality of life advantages including the implementation of the Greenhouse Gas Reduction Plan.

In addition, the report aligns with the value of Environmental Stewardship within the Corporate Strategic plan of using resources wisely to maintain and create a sustainable city for future generations

As well, the Environmental Sustainability Committee, a committee of Council has as an objective to oversee the implementation of the GHG reduction plan. Furthermore, these efforts align with the implementation of the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030 which will result in climate mitigation.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of Emily Cormier, Sustainability Coordinator dated May 29, 2023 titled City of Sault Ste. Marie 2021 – 2022 Sustainability Report be received as information.

City of Sault Ste. Marie 2021 – 2022 Sustainability Report

May 29, 2023

Page 4.

Respectfully submitted,

Emily Cormier

Sustainability Coordinator

705.989.8748

e.cormier2@cityssm.on.ca



City of Sault Ste. Marie Sustainability Report 2021 – 2022: An Overview

Prepared by: Community Development & Tourism

Presented to: City of Sault Ste. Marie Council Meeting: May 29, 2023

Presented by: Emily Cormier, Sustainability Coordinator



Background

- December 14, 2022, marked the **two-year anniversary** of Council's unanimously endorsed *Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan 2020 – 2030*
- Since the endorsement, the City has been working on increasing sustainability initiatives within their operations and the community
- This work is the result of **leadership** and **active partnerships** formed through a spirit of collaboration with departments and community partners
- The City's **first** Sustainability Report aligns with the Sault Ste. Marie GHG Reduction Plan. Projects and initiatives are categorized under the plans seven pillars which are:
 1. Buildings & Energy – Community
 2. Buildings & Energy – Corporate
 3. Transportation
 4. Waste
 5. Green Space
 6. Economic Development
 7. Municipal Leadership



\$50,000 Green Initiatives Fund launched from the CDF for City Departments & local not-for-profits

Environmental Sustainability Committee Launched

\$123,625.71 allocated towards **15** CDF Green Initiatives

 **100** trees added to City grounds above normal annual allocations

 **33** Climate / Energy Funding grants / incentives submitted

\$190,879.01 secured to date

 **37** energy efficiency retrofit projects initiated

5 Energy Literacy Webinars delivered in partnership with Garden River First Nation



 Community Efficiency Financing Feasibility Study Project Launched

November 15, 2022 Single-Use Plastic Ban came into effect



Active Transportation Master Plan Launched

1,000 Observations from Earth Day BioBlitz held in partnership with the Sault Ste. Marie Region Conservation Authority and the Kensington Conservancy with

300+ species identified

\$1.1 million allocated towards **250** heat pumps to be installed in Sault Ste. Marie homes as part of Ontario Government & Enbridge Hybrid Heat Pump Pilot





2021 Key Sustainability Projects

- ✓ 16 corporate energy efficiency retrofits initiated and/or completed
- ✓ Energy Literacy Webinar Series delivered in partnership with Garden River First Nation
- ✓ CityStudio Urban Forestry Plan and Tree Canopy Study Project
- ✓ Green Committee relaunched as the Environmental Sustainability Committee
- ✓ Community Development Fund Green Initiatives Fund established (\$50,000)
 - ✓ \$32,945 allocated to City green projects
 - ✓ \$17,055 allocated towards tree planting in 2022 (100 trees)
- ✓ City signs United Nations Cities Race to Zero Campaign
- ✓ City creates permanent Sustainability Coordinator position



2022 Key Sustainability Projects

- ✓ 21 energy efficiency retrofits initiated and/or completed
- ✓ Kickoff of the Community Efficiency Financing Study Project
- ✓ Active Transportation Master Plan Launched
- ✓ Official Plan reviewed from a Climate Lens by the Climate Risk Institute
- ✓ Single-Use Plastic Ban Project (ban came into effect November 15, 2022)
- ✓ CityStudio Watershed Remediation Project
- ✓ Environmental Sustainability Committee community sustainability highlight series of: PUC, Algoma University, Natural Resources Canada and Algoma Steel



2022 Key Sustainability Projects Continued

- ✓ Allocation of \$90,680,71 to eleven (11) local non-profit and City department projects under the CDF Green Initiatives Fund
- ✓ Sault Ste. Marie selected for Enbridge & Ontario Government “Clean Home Heating Initiative Pilot”
- ✓ Transit Electrification Study Project
- ✓ Environmental Sustainability Committee in partnership with the City’s Planning Department hosted a webinar on Parking Reform and Sustainable Development
- ✓ The City hosted an Earth Day Bioblitz in partnership with the Kensington Conservancy and the Sault Ste. Marie Conservation Authority
- ✓ City hosted a virtual World Water Day 2022 Community Presentation



2022 Green Initiatives Fund Projects

SAULT STE. MARIE

Page 269 of 504



2023 Key Sustainability Projects Planned

COMPLETE

- 2022 Corporate GHG Inventory Update
- First ever Climate Change impact statement applied to Council Reports
- Bi-annual senior management energy and sustainability project prioritization meeting (1st 2023 meeting complete, second meeting planned for June 20, 2023)
- Energy Incentives Community Information Sessions (February 28 and April 11, 2023)
- World Water Day 2023 Community Presentation (March 22, 2023)
- CityNature Challenge (April 28 – May 1, 2023)

IN PROGRESS

- Complete Community Efficiency Financing Feasibility Study (ETA Spring 2023) next steps include Program Design
- Deep Energy Retrofit Project (pending funding)
- Community 2022 Emissions Inventory Update
- Nature Canada Bird Friendly City Designation Project
- 2023 Bike to Work Week (June 3 – 9, 2023)
- Support Algoma District School Board (ADSB) with launching annual stormwater pollution awareness initiative through Trout Unlimited Canada's Yellow Fish Road Program (June 5, 2023)



Thank You. Questions?

Emily Cormier

Sustainability Coordinator
Community Development & Enterprise Services

705-989-8748 e.cormier2@cityssm.on.ca

City of Sault Ste. Marie Sustainability Report: 2021 – 2022

Prepared by: Tourism and Community Development

2023 05 03



Table of Contents

Land Acknowledgement.....	2
Acronyms.....	3
Executive Summary	4
1. City of Sault Ste. Marie Sustainability Efforts: 2021 – 2022.....	5
2. 2021 Sustainability Efforts Summary.....	5
1. Buildings & Energy – Community	5
2. Buildings & Energy – Corporate	6
3. Transportation	8
4. Waste.....	9
5. Green Space.....	9
6. Economic Development.....	10
7. Municipal Leadership.....	10
3. 2022 Sustainability Summary.....	13
1. Buildings & Energy – Community	13
2. Buildings & Energy – Corporate	14
3. Transportation	15
4. Waste.....	16
5. Green Space.....	16
6. Economic Development.....	17
7. Municipal Leadership.....	17
4. City of Sault Ste. Marie 2023 Sustainability Priorities	20
1. Buildings & Energy – Community	21
2. Buildings and Energy – Corporate	24
3. Transportation.....	27
4. Waste	29
5. Green Space.....	30
6. Economic Development	31
7. Municipal Leadership	33
References	35

Land Acknowledgement

The City of Sault Ste. Marie (the City) acknowledges, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe; home of Garden River First Nation, Batchewana First Nation and the Metis Nation. The City also acknowledges that this area is historically known as Bawating. The City recognizes the importance of our relationship with the Indigenous community, as we move forward together in Reconciliation, and the importance of meaningful consultation with the Indigenous community, who have a commitment to environmental stewardship.

Acronyms

ATMP – Active Transportation Master Plan

BEV – Battery Electric Vehicles

ccASHP - Cold-Climate Air Source Heat Pump

CD&ES - Community Development and Enterprise Services

CDF – Community Development Fund

CEF – Community Efficiency Financing

DSSMSSAB - District Sault Ste. Marie Social Services Administration Board

ESC – Environmental Sustainability Committee

ESP – Expanded Polystyrene

EV – Electric Vehicle

FCM – Federation of Canadian Municipalities

GHG – Greenhouse Gas

GMF – Green Municipal Fund

IESO – Independent Electricity Systems Operator

LED – Light Emitting Diode

LNG – Liquefied Natural Gas

MNRF - Ministry of Natural Resources and Forestry

NRCan – Natural Resources Canada

PCP - Partners for Climate Protection Program

RFP – Request for Proposal

SMT – Senior Management Team

Executive Summary

December 14, 2022, marked the two-year anniversary of Council's unanimously endorsed *Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan 2020 – 2030*. Since the endorsement, the City has been working on its implementation as well as increasing other sustainability initiatives. This work is the result of leadership and active partnerships formed through a spirit of collaboration across multiple departments and community partners.

The City's first Sustainability Report aligns with the Sault Ste. Marie GHG Reduction Plan. Projects and initiatives are categorized under the plan's seven pillars which are:

- | | |
|-----------------------------------|-------------------------|
| 1. Buildings & Energy – Community | 5. Green Space |
| 2. Buildings & Energy – Corporate | 6. Economic Development |
| 3. Transportation | 7. Municipal Leadership |
| 4. Waste | |

This report summarizes sustainability efforts in 2021 and 2022, as well as provides an update on the implementation of the GHG Reduction Plan. It also highlights key projects planned for 2023. Staff intend to provide an update on City sustainability efforts to Council on an annual basis.

In 2021, the City made efforts to prioritize corporate efficiency retrofits, in particular taking advantage of the Independent Electricity System Operations (IESO) Retrofit and Small Business Lighting Incentive Programs. Sixteen (16) projects were either initiated and/or completed. This was also furthered in the community through a series of educational webinars that the City delivered in partnership with Garden River First Nation regarding understanding Ontario's Energy System, home energy systems, and residential and commercial energy incentive programs. The City's Green Committee was revised and relaunched as the Environmental Sustainability Committee (ESC). As well, the City's Green Initiatives Fund which established and allocates \$50,000 to local non-profit and City department initiatives annually. The City also joined the United Nations Cities Race to Zero campaign to further reiterate their commitment to the net zero target.

In 2022, the City continued to prioritize corporate energy efficiency retrofits with 21 projects that were initiated. From a community standpoint, the City launched the community efficiency financing study, project which will identify opportunities and challenges that may arise during the development of a residential retrofit financing program for homeowners in Sault Ste. Marie. It will examine the feasibility of implementing a local financing program to address the high upfront cost burden of undertaking home energy retrofits and provide recommendations on the market potential, financing model and program delivery model. The City also launched their Active Transportation Master Plan Project. Another important milestone was the City officially implemented a single use plastics ban that came into effect on November 15, 2022. The ESC also featured a spotlight series on members including the PUC, Algoma University, Natural Resources Canada, and Algoma Steel and their local efforts regarding sustainability. In addition, the City allocated \$90,680.71 towards eleven (11) local non-profit and City department projects under the Green Initiatives Program.

As the City looks ahead to 2023, leadership and staff must continue to prioritize sustainability as part of the quality-of-life value of the City's Strategic Plan through the implementation of the GHG Reduction Plan. A more united and aggressive corporate financial commitment and effort from all departments and Council will be required to meet corporate emission reduction targets.

1. City of Sault Ste. Marie Sustainability Efforts: 2021 – 2022

This section of the City's Sustainability Report will outline sustainability efforts and projects that took place in 2021 and 2022. Efforts are broken down under the Sault Ste. Marie Community GHG Reduction Plan seven pillars which are:

- | | |
|-----------------------------------|-------------------------|
| 1. Buildings & Energy – Community | 5. Green Space |
| 2. Buildings & Energy – Corporate | 6. Economic Development |
| 3. Transportation | 7. Municipal Leadership |
| 4. Waste | |

The report will start with a review of what was completed in 2021, followed by efforts from 2022. A summary of planned initiatives for 2023 will also be provided, followed by an appendix which will provide a task update on the actions outlined in the GHG Reduction Plan. The following section of this report outlines the 2021 sustainability efforts.

2. 2021 Sustainability Efforts Summary

An overview of key sustainability efforts and projects that City worked on in 2021 are listed below.

1. Buildings & Energy – Community

Community Energy Efficiency Prioritization

In 2021, a variety of initiatives were undertaken by the City to encourage energy efficiency in the community. In particular, the City partnered with Garden River First Nation to deliver a four-part energy literacy webinar series from September – November 2021. Topics included understanding Ontario's energy sector, your home energy system and residential and commercial energy efficiency incentive programs for retrofits. All webinars were recorded and are available to watch on the City's [webpage](#). Approximately 500 views of the webinars have occurred to date and there were roughly 100 participants who attended the webinars. The City also launched a social media campaign entitled '5 Days of Energy Efficiency' which shared information about different energy efficiency programs and incentives available to businesses and residents in Sault Ste. Marie.

Furthermore, consultation with City Planning and Building departments determined that they currently do not record metrics on homes that are built above and beyond the Ontario building code as they review plans to ensure that all building code requirements are met, not exceeded. This has led to some research conducted by the Sustainability Coordinator to explore embodied carbon emission incentive programming. A presentation was made on December 14, 2021, at the City's Building Permit Open House about embodied carbon.

In addition, application for \$100,000 was submitted to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Community Efficiency Financing (CEF) program for funding for a feasibility study.

2. Buildings & Energy – Corporate

Corporate Energy Efficiency Prioritization

In August 2021, the Sustainability Coordinator organized three (3) energy opportunity facility walkthrough site visits with the IESOs Northern Ontario Energy Conservation Officer to look for energy efficiency opportunities at the Old Stone House, Landfill, and GFL Memorial Gardens. The landfill and the Old Stone House were recommended to participate in the Small Business Lighting program. The full facility lighting assessment of the GFL projected yearly lighting cost and maintenance savings of \$56,943.68 and included an estimate for a \$32,333 incentive from the Save on Energy program. It also has the potential to reduce facility GHGs by 12% (or 5.07 tCO₂e). This project has not yet been initiated.

In September 2021, 19 site assessments of City facilities were conducted under the Small Business Lighting program which offers an incentive of up to \$2,000 in energy efficiency lighting upgrades valued at up to \$38,000 in incentives at a variety of smaller city assets. Actual energy savings and incentive will be provided once the City is provided with the project work orders.

To ensure the City maximizes opportunities to take advantage of energy efficiency incentives, tender documents for the LED lighting upgrades to the John Rhodes Community Centre and the Northern Community Centre included wording in the RFP to ensure incentive compliance. The incentives for these projects combined were estimated to be \$9,050.

Corporate Energy Efficiency Incentives and Funding

Multiple energy incentive grants have been pursued since 2019 that encourage energy savings and environmental sustainability. The following tables identified confirmed and potential projects.

Confirmed Projects

Year	Project	Funder	Incentive Estimate	Estimated Annual Energy Savings	Notes
2019	Fire Hall #2 DCV c/w CO2 sensor	Enbridge Commercial	\$500.00	Unknown	Complete
2019	Fire Hall #3 DCV c/w CO2 sensor	Enbridge Commercial	\$500.00	Unknown	Complete
2020	James L. McIntyre Public Library DCV c/w CO2 sensor	Enbridge Commercial	\$500.00	Unknown	Complete
2020	Seniors Drop - In LED	IESO / saveONenergy	\$1,972.00	\$21,068.29	Complete

	Retrofit Incentive				
2020	Transit Garage LED Retrofit	IESO / saveONenergy	\$14,691.00	\$16,355.26	Complete
2021	Enbridge Municipal Energy Plan Incentive Offer	Enbridge Inc.	\$5,000	Not applicable	Complete
2021	GFL Arena and Seating LED Retrofit	IESO / saveONenergy	\$11,200.00	\$17,772.79	Complete
2021	Northern Community Centre Indoor Turf LED Retrofit	IESO / saveONenergy	\$4,320.00	\$5,045.23	Complete
2021	John Rhodes Community Centre LED Arena Retrofit	IESO / saveONenergy	\$4,730.00	Unknown at this time	Complete
2022	Small Business Lighting Incentive for 19 facilities	IESO / saveONenergy	\$38,000.00	Unknown at this time	Partially Complete
Total			\$81,413.00	\$60,241.57	
Total Incentive / Savings				\$141,654.57	

Potential Projects

Year	Project	Funder	Incentive Estimate	Estimated Annual Energy Savings	Notes
2022	Twin Pad AWH (Tentative)	Enbridge Commercial	\$450.00	Unknown	Pending confirmation from Enbridge.

2022	Community Retrofit Program Feasibility Study Funding	FCM CEF	\$80,000.00	Not applicable	80% of \$100,000 project costs for the development of a feasibility study
2023	GFL Facility LED Retrofit (excluding arena and seating)	IESO / saveONenergy	\$30,982.00	\$43,463.68	Not started
2022	LED Field Lighting: 1.North Street, 2.Strathclaire , 3.James Elliott Park / Tom Tipton, 4.Merryfield, 5.Esposito, and 6.Anna McCrea	Canadian Infrastructure Bank Retrofit Stream	Unknown	Unknown	CIB offers financing between 40% and 60%; however, projects must reduce GHG emissions by 30%. Require energy saving estimates to see feasibility. Working with Travis Reid to collect quotes.
		Total	\$111,432.00	\$43,463.68	
Total Incentive / Savings					\$154,895.68

3. Transportation

Resolution passed for acquiring Battery Electric Vehicles (BEVs)

In February 2021, staff prepared a report to council responding to a Council resolution from March 9, 2020 regarding costs of purchasing electric vehicles. This was brought forward on February 22, 2021. It resulted in a resolution to acquire Battery Electric Vehicles (BEVs) for any new light-class vehicles that are acquired for the City fleet on a go forward basis.

Electrification Plan Established for City owned Ice Resurfacers

In November 2021, staff brought forward a report to council highlighting the opportunities associated to electric ice resurfacers and a replacement plan for all five (5) owned machines. As a result, the City will be purchasing their first electric ice resurfacer as part of the Twin Pad Arena upgrade project.

Activities to increase transit ridership

Transit ridership decreased significantly in early 2020 due to the onset of the COVID-19 pandemic. Since then, transit ridership has increased. The City does have incentives to encourage public transit use including a semester pass for university students, a senior and youth pass and a program with the District Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for free ridership. The City has also expanded upon its on-demand transit, a real time passenger app site, as well as the adventure bus program. Information is available on the City's website regarding bus routes and schedules.

4. Waste

Creation of the Plastic Free Pledge

In April 2021, the City's Public Works Department worked in partnership with Clean North to create the City's Plastic Free Pledge. The campaign was designed to both educate and promote a lifestyle that is not reliant on single-use plastics. Households, businesses, schools, community organizations and workplaces were challenged to take the pledge. By taking part in this initiative, participants made a pledge to audit their use of single-use plastics and set attainable goals to reduce and eliminate this waste by moving towards the use of eco-friendly alternatives. The reasoning behind the pledge was to get ahead of expected federal or provincial legislation banning single-use plastics.

Single Use Plastics Ban Project Initiated

On November 15, 2021, City council unanimously directed staff to move forward with a process geared to banning single-use plastics in Sault Ste. Marie effective November 2022. The motion also sought for City staff to create a community waste reduction strategy with robust goals and be in place by the same time.

Reducing waste in City Operations

Many [changes](#) have been made to the Community Development and Enterprise Services (CD&ES) Department by purchasing packages to reduce single use packaging material. As well, the City's Biosolids Management Facility will accept municipal source separated organics as required by the Ontario Food and Organic Waste Policy by 2025.

5. Green Space

Encouraging planting of non-invasive tree species

In 2021, the Environmental Sustainability Committee recommended to the Planning Department that they plant diverse native and non-invasive tree species that are more resilient to climate change as part of all future tree planting initiatives. This was incorporated into the City's draft Official Plan.

CityStudio Urban Tree Canopy Project

Over the course of 2021 the City worked with Algoma University on a few CityStudio projects. The Urban Forestry Plan and Tree Canopy Study Project involved two environmental science students

who worked on developing some of the preliminary components that will ultimately contribute to an Urban Forestry Plan and Tree Canopy Study for the City. The project included background research looking at urban forest management best practices in Cities of similar size and industry as Sault Ste. Marie, as well as some analysis using the iTree software tool (a free software developed by the US Forest Service research and development team that quantifies ecosystem services and benefit values of community trees and forests at multiple scales). This included conducting an estimate of tree canopy coverage within the municipal boundary and reviewing the ecological benefits from an inventory of City park trees conducted previously. The students also completed an inventory of sample plot outside of the university which could be used to add to the City's tree inventory.

6. Economic Development

In 2021, the City's Economic Development team worked on exploring the opportunity of developing a hydrogen hub in Sault Ste. Marie as part of their efforts for industries that require renewable power. They also explored opportunities for new clean energy generation, including biomass and electric vehicle and related technologies. These efforts are ongoing.

In addition, the Economic Development team and the Sustainability Coordinator engaged in conversations with the Ministry of Natural Resources and Forestry (MNRF) about ways to encourage the use of biomass as a form of alternative energy to reduce emissions. A review of the City's 2012 District Energy Feasibility Study is also underway as part of this, as it suggested using biomass as an energy source. Dialogue with the province regarding future opportunities associated to hydrogen is also ongoing.

The Government of Canada will be setting up a new, federal agency focused on freshwater conservation and management – The Canada Water Agency. In June 2021 the City formed a Canada Water Agency Task force to lead the pitch on bringing the Canada Water Agency to Sault Ste. Marie. Multiple stakeholders have been consulted and support has been acquired from community partners including First Nations and Industry. The City was not selected as the host site in an announcement made in early 2023.

7. Municipal Leadership

Launch of the City's Environmental Sustainability Committee

In January 2021, the City transitioned the former Municipal Environmental Initiatives Committee (Green Committee) to be replaced by the Environmental Sustainability Committee (ESC). A total of 25 applicants applied. The inaugural term of the committee resulted in the participation of the following individuals including: Councillor Donna Hilsinger (Chair), Jaime Graham (PwC) (Co-Chair), Rimaz Abakar (Algoma Steel), Mark Britton (PUC), Erik Emilon (Natural Resources Canada), Fred Post (Algoma Steel), Andre Riopel, Bhavna Sikka (Tenaris) and Pedro Antunes (Algoma University). Over the course of 2021, the committee met eight (8) times and developed a set of environmental sustainability priorities for consideration by the City. These priorities are listed below.

1. Planning and Urban Design

- Centralize key infrastructure to ensure connectivity and densification.
- Prioritize affordability and accessibility when developing new public infrastructure.

- Conduct infrastructure improvements to make it convenient to encourage uptake in active and electric transportation (e.g. increase the number of bike racks and electric charging stations).
- Implement parking reform to encourage active transportation.
- Create a pedestrian friendly community and culture.

2. Green Space

- Decrease emissions from City lawn care through the electrification of maintenance equipment.
- Practice strong forest management and tree planting to use our urban forest as a carbon sink. Specifically, by conducting a study to determine carbon sequestration and storage from the urban forest. Consider exploring carbon credits as a form of revenue generation for the City's net zero plans.
- Conduct an urban tree canopy study to determine baseline tree cover and plan for future tree planting.
- Plant diverse native and non-invasive tree species that are more resilient to climate change as part of all future tree planting initiatives.

3. Built Environment

- Prioritize retrofitting existing buildings to address building vacancy across the city, especially in the downtown.
- Mandate that all new City buildings be low emission and carbon neutral.
- Use local energy sources (e.g. forest by-products such as biomass) and explore low carbon fuels such as hydrogen to reduce community energy and building emissions.
- Incorporate both low-carbon and carbon-storing materials in construction of new builds.

4. Investment

- Commit to investing in feasibility studies to support future projects in renewable energy, active transportation and energy efficiency.
- Groom Hub trail/sidewalk during winter to encourage active transportation.

The priorities have been shared with the Planning Department to be considered in the update to the Official Plan.

Launch of the Community Development Fund (CDF) Green Initiatives Program

In 2021, the City launched the CDF Green Initiatives Program. The purpose of the Green Initiatives Program is to support green initiatives locally. Funding applications are open to City Departments as well as local non-profits.

The City's Environmental Sustainability Committee (ESC) recommends the allocation of funds for eligible projects or programs that support the City's environmental plans and practices, in particular projects that result in the reduction of greenhouse gas (GHG) emissions, water quality/rehabilitation or increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and/or waste reduction.

Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program [guidelines](#) and are recommended to Council for final approval. Total funds available for all projects under the CDF – Green Initiatives Program are \$50,000. This amount will be reviewed on an annual basis.

In 2021, the ESC also reviewed and recommended three (3) funding applications to the Community Development Fund (CDF) Green Initiatives Stream, including:

- \$30,000 John Rhodes Heat Recovery Retrofit Project
- \$825 Summer Student Green Week Project. This included a 5-day series of sustainability events located at City Hall that included: Meatless Monday, Thrift Tuesday, Electronic Recycling Wednesday, Watershed Presentation and Bike to Work Week)
- \$2,120 Library Infrared Imaging Borrowing Program Project

Total annual funds available for all projects under the CDF – Green Initiatives Program in 2021 were \$50,000. The remaining \$17,055 of the funding in 2021 was allocated towards tree planting in 2022 as per a resolution on March 9, 2020. Some of the funds were allocated to go to purchasing trees to be planted in the City's new Plaza, as well as City parks.

City Joins United Nations Race to Zero Campaign

In November 2021, City Council approved the City to join the United Nations Cities Race to Zero campaign. The Race to Zero initiative is a program for cities by cities to inspire commitments and actions from their peers around the world and channel the best available tools and expertise to help them stay on track with the 1.5°C goal of the Paris Agreement. The City publicly acknowledged the global climate emergency and directed staff to report on steps that have been taken toward achieving their emissions reduction goals, including reporting on corporate emissions reduction progress annually under the Partners for Climate Protection (PCP) program.

City creates permanent Environmental Sustainability Position

On December 7, 2021 the City approved the 2022 Municipal Budget which included the creation of a full time permanent Sustainability Coordinator position at the City. The position will be responsible for implementation the GHG Reduction Plan and lead municipal efforts on energy and sustainability initiatives.

Initiation of a Climate Lens

On September 28, 2021, the Sustainability Coordinator conducted a presentation to the City's Senior Management Team (SMT) with the value proposition and examples of a climate lens policy created by other municipalities. A draft document has been developed which elaborates on this. It was reviewed by Legal and Procurement and review was ongoing, with an anticipated implementation of a climate impact statement for 2023 on City Council reports.

This concludes the overview of 2021 sustainably initiatives undertaken by the City. The following section of this report will review what took place in 2022 from a sustainability standpoint.

3. 2022 Sustainability Summary

An overview of key sustainability highlights from the City that took place in 2022 are listed below.

1. Buildings & Energy – Community

Understanding Solar Energy Webinar

In 2022, the City partnered with Garden River First Nation to co-host a webinar on solar energy. The webinar featured local solar experts who provided an overview on the benefits of solar energy and current/future opportunities, how to move forward with your own solar project, funding opportunities and a highlight on Garden River's solar energy leadership. To view a recording of the webinar, visit the City's [YouTube Channel](#).

Sault Ste. Marie selected for Ontario Clean Home Heating Initiative Pilot

In 2022, the Ontario government launched the Clean Home Heating Initiative, which brought hybrid heating to up to 1,000 households in St. Catherine's, London, Peterborough and Sault Ste. Marie. The City of Sault Ste. Marie worked with Enbridge to increase awareness about the program in Sault Ste. Marie through social media, online information sessions and updating the City's [energy incentives webpage](#). The Clean Home Heating Initiative will support the installation of electric heat pumps with smart controls. The hybrid heating system automatically switches to a home's existing natural gas furnace depending on weather and which fuel source is the least expensive. Program participants will receive a limited-time incentive of \$3,000 for an electric air source heat pump (ASHP) or \$4,500 a cold-climate air source heat pump (ccASHP). The program is being delivered by participating HVAC contractors in Sault Ste. Marie. They will guide homeowners through the process, confirm eligibility, and install the equipment and submit a rebate application to Enbridge Gas on your behalf.

Community Efficiency Financing Study Project

In 2022, the City of Sault Ste. Marie received funding from the Federation of Canadian Municipalities to develop a community retrofit feasibility study. The study will identify the opportunities and challenges that may arise during the development of a residential retrofit financing program for homeowners in the City of Sault Ste. Marie. It will examine the feasibility of implementing a financing program to address the high upfront cost burden of undertaking home energy retrofits and provide recommendations on the market potential, financing model and program delivery model. This study is expected to be completed in the Spring of 2023.

Home Energy Efficiency Financing Workshop

In 2022 the City received funding to develop a feasibility study on the possibility of creating a Sault Ste. Marie built home efficiency financing strategy. Residents were invited to a home retrofit financing workshop where they learned about the benefits of an energy efficient home and the City's goals to improve housing energy efficiency and reduce greenhouse gas emissions. Input was collected and will be used to develop the City's home retrofit financing feasibility study. To view a recording of the webinar, visit the City's [YouTube Channel](#).

Green Economy North Program expansion to Sault Ste. Marie

The City worked alongside rethink Green (an environmental non-profit) from Sudbury to bring awareness to their Green Economy North Program. The Green Economy North program is expanding to Sault Ste. Marie. It is Northern Ontario's only membership-based sustainable business program that guides members to reduce their carbon emissions through services such as carbon measurement and reporting, energy auditing and action planning. The first cohort is closing at the end of March and a second cohort will launch in the Fall. To learn more about the program [click here.](#)

2. Buildings & Energy – Corporate

Broader Public Section Energy Report and Conservation and Demand Management Plans (O.Reg. 507/18)

The City of Sault Ste. Marie annual energy and emissions was submitted to the Province for July 1, 2022. All reports can be viewed on the City's webpage by [clicking here.](#)

Corporate Energy Efficiency Prioritization

Energy efficiency is a core priority in the City's GHG Reduction Plan. In 2022, 21 retrofits were initiated and/or completed at City facilities, including a recommissioning project of the Ice Plant at the GFL. Many City buildings completed installation of LED lighting upgrades under the IESOs Small Business Lighting Program. Several others were also assessed for future energy efficiency projects. The following is a list of the projects that were either initiated and/ or completed.

Corporate Energy Retrofit Summary 2022

Line No.	Project	Status	Energy Reduction (kWh)	Annual Savings	Incentive / Grant	Funder	Emissions Reduction (tCO2e)
1	Northern Community Centre	Complete	38,809.49	\$5,045.23	\$4,320.00	IESO	1.18
2	John Rhodes LED Lighting	Complete	150,692.00	\$22,362.00	\$13,200.00	IESO	3.82
3	Small Business Lighting (SBL) Projects (known to date)*	Work in Progress	121,423.21	\$14,930.64	\$49,416.24	IESO	2.40
4	Ice Plant Recommissioning (GFL)	Work in Progress	81,290.00	\$10,371.13	\$46,100.00	FCM	2.48
5	SSM Fire Services - RESC 65 Old Garden Road	Complete	2,006.66	\$260.87	\$700.00	IESO	0.06
6	16 x Small Business Lighting	Complete	90,704.61	\$10,887.78	\$30,719.51	IESO	2.31

	(SBL) Retrofits at City Facilities ¹						
Total		484,925.97	\$63,857.65	\$144,455.75			12.25

Eight (8) other projects were assessed and the City is waiting on the final numbers with plans to install in 2023.

GHG Reduction Pathway Grant Application

The City submitted an application to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) GHG Reduction Pathway Feasibility Study program to seek funding to conduct deep energy retrofit audits at its six (6) top emitting facilities including: John Rhodes Community Centre, East End Wastewater Treatment Plant, GFL Memorial Gardens, Public Works Administration Building, Fire Hall 4 / RESC Centre, and Transit Administration Building. The audits (if successful in acquiring funding) will help determine the level of effort, resources and technologies to bring project facilities to a low carbon and energy use performance. Funding announcements are anticipated in late Spring and early summer of 2023.

Corporate GHG Inventory Update

Throughout 2022, the City gathered data and calculated its corporate GHG emissions update (2022, in comparison to 2017), per its United Nations Cities Race to Zero Pledge from 2021. Results were reported to council in early 2023.

3. Transportation

Transit Electrification Study Project

In 2022, the City of Sault Ste. Marie, along with twelve (12) other municipalities in Ontario started participating in a study that will develop information resources and implement a roadmap for the transition to electric buses. The study is being coordinated by Metrolinx Transit Procurement Initiative.

Active Transportation Master Plan

In 2022, the City of Sault Ste. Marie launched the active transportation master plan (ATMP) project. The plan will serve as a guiding document to inform future capital expenditures into pedestrian, cycling and recreational trails infrastructure. It will also provide guidance for the City's street policy, street plan and incorporate mountain biking opportunities, trail systems and ensure all are barrier free. Increasing active transportation is important for community health and wellness. It also contributes to reduced greenhouse gas emissions locally.

¹ SBL retrofits took place at: Landfill Amin Office & Scale House, Landfill Garage, Household Special, Waste Depot, Cemetery Garage, Cemetery Office, James Elliot Park Building, Strathclair Sports Complex, Soccer and Slow-pitch Building, Merrifield Skating Rink Building, Esposito Skating Rink Building, Bellevue Park Greenhouse, Bellevue Park Concessions & Washrooms, Pointe Des Chenes park building, Pointe Des Chenes Water Treatment Plant, Old Stone House, and the Greco Pool

Active Transportation Master Plan Webpage Update

In 2022, the City updated their active transportation [webpage](#). It now includes the health, environmental and economic benefits of active transportation. As well, it includes information on choosing a bike, safety, biking and transit, as well as biking resources in Sault Ste. Marie.

PUC launches Electric Vehicle (EV) Home Charger Rental Program

In 2022, the Sault Ste. Marie's PUC Services launched an EV Home Charger Rental Program. For \$35.00 / month, you can enjoy the convenience of charging worry free at home. PUC Services Inc. will conduct the installation as well as technical support, and the charger is fully warrantied through them. To learn more about the program [click here](#).

Planning for Sault Ste. Marie – Parking Reform and Sustainable Development

In 2022, the City of Sault Ste. Marie's [Environmental Sustainability Committee](#), in partnership with the City's Planning Department, hosted a webinar featuring Brent Toderian, international planning consultant and Laura Flaherty, City of Kingston's Project Manager who discussed Kingston's zoning by-law regarding parking reform and how this relates to sustainable development and climate action. To view a recording of the webinar, visit the City's [YouTube Channel](#).

Community EV Charging Infrastructure Plan

In 2022, City Council directed staff to develop an EV charging infrastructure plan to be presented to council for consideration that will advance local policies to accelerate charging infrastructure in the community, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie. Work is underway and is anticipated to be completed in 2023.

4. Waste

Single Use Plastics Ban

In 2022, City Council passed a resolution to create a single-use plastic ban. Staff developed a consultation plan, created consultation materials and consultations, summarized results, reported to council, supported by-law development and developed a [webpage](#) information page. The ban came into effect November 15th 2022 and includes: plastic checkout bags, plastic cutlery, plastic straws, and plastic foodservice ware. Plastic checkout bags were fully banned by November 15th 2022. Plastic Cutlery, Plastic Straws or Plastic Foodservice Water will be fully banned by February 8th 2023 Enforcement and fees will be applied and come into effect on August 8, 2023.

5. Green Space

Tree Planting with 2021 leftover Green Funds

In 2022, \$17,000 was allocated to tree planting from leftover funds from the Green Initiatives Fund from 2021. This resulted in the planting of approximately 100 trees around the city including: Downtown Plaza, 20 trees (to be planted once construction is finished), Anna Marinelli, 16 trees, New Pickleball Court site, 40 trees, and David Kyle Park, 20 trees

Earth Day Bioblitz

For Earth Day 2022, the City partnered with the Sault Ste. Marie Conservation Authority and the Kensington Conservancy to host a bioblitz. A bioblitz is a citizen science effort to record and identify plants and/or animal species within a designated area in a short period of time. The event took place April 22 – April 24, 2022, and the [iNaturalist](#) application was used to collect data. Participants were encouraged to get outside and take photos of any wild plant or animal that they encountered and upload it through the app on their smartphone or through the iNaturalist website on their computer. Three prizes, each valued at \$50, were distributed, including a zero-waste cleaning kit from Hearterra, a \$50 gift certificate from Great Lakes Outfitters, and a day hike survival kit. In addition, on Earth Day (April 22) a limited supply of reusable water bottles were available for community members to collect at City Hall, the Sault Ste. Marie Conservation Authority and The Kensington Conservation Centre. Prizes and giveaways were generously provided by the Sault Ste. Marie Region Conservation Authority and The Kensington Conservancy. Over 1,000 observations were submitted with 300+ species. To review the sightings, [click here](#).

Application to Natural Resource Canada (NRCan) 2 Billion Trees Fund

In 2022, the City submitted an application to the NRCan 2 Billion Trees Capacity Building stream valued at \$144,653. The project was for funding to conduct an urban tree canopy and land analysis study. The City was not successful in the grant application as the funding was oversubscribed. Feedback from NRCan was sought and the City is anticipating submitting a revised application once applications open up in 2023.

CityStudio Watershed Remediation Project

In 2022, students from Algoma University and Sault College developed a site assessment study for a watershed remediation project under the [CityStudio collaboration](#). The project assessed opportunities to remediate the Clarke Creek at Drake Street Park.

6. Economic Development

In 2022, the City's Economic Development team worked on exploring the opportunity of biomass uses in industrial settings for offsetting liquefied natural gas (LNG) use. They are also developing an expanded polystyrene (ESP) densification case study in collaboration with community stakeholders and Algoma University. They also explored opportunities for new clean energy generation, including hydrogen projects. These efforts are ongoing.

7. Municipal Leadership

Environmental Sustainability Committee

In 2022, the City's ESC received 11 project applications and allocated \$90,680.71 towards them. \$778.11 was allocated to a reserve. The following table summarizes the projects

Line No	Applicant	Project	\$ Approved	Status
1	YMCA	3 x Hydroponic Tower Gardens	\$4,051.05	Complete
2	BlueMar4Change	Shoreline Clean Up	\$4,929.73	Complete

3	City of SSM - Stormwater Art	12 catch basins painted to increase awareness about stormwater pollution	\$3,355.00	50% complete
4	Sault Ste. Marie Innovation Centre	Hydroponic installation at Harvest Algoma and information workshop	\$7,381.08	Complete
5	Invasive Species Centre	Land and aquatic invasive species workshop – included distribution of tree seedlings	\$2,640.40	Complete
6	City of SSM - Greco Pool	LED Lighting Retrofit	\$2,938.00	Complete
7	Downtown Association	Reusable bag and information card distribution	\$4,542.43	Complete
8	Conservation Authority	LED Lighting Retrofit	\$5,792.38	Complete
9	Clean North	Soil for community gardens & Rx Bottle Recycling initiative	\$3,662.44	Complete
10	Algoma Rod and Gun Club	LED Lighting Retrofit	\$1,388.20	Complete
11	City of SSM	Deep Energy Retrofit Audit	\$50,000.00	Pending
Total Allocated to Date			\$90,680.71	

A variety of community initiatives took place as a result of the Green Initiatives Fund. The following collage is an example of some of the great initiatives that took place. City staff look forward to seeing the use of funds expand for community sustainability initiatives in the years to come.

Figure 1: 2022 Green Initiatives Fund Community Project Photos²



² Photos supplied by the Environmental Sustainability Committee.

ESC Project Priorities Working Group Update

In 2022, the ESC formed a working group to prioritize active transportation, stormwater pollution awareness and increasing the breadth of projects to the Green Initiatives Fund. The following table summarizes the three projects and their status.

Line No.	Project	Status
1	<p>Task: Start an annual active transportation/commute survey/campaign to better determine and promote uptake year-round.</p> <p>Actions:</p> <ul style="list-style-type: none">• Survey drafted and shared with ATMP to be included in stakeholder engagement.• City's ATMP webpage updated.	COMPLETE
2	<p>Task: Hire an artist to paint selected street storm water gutters with a drawing saying "the St. Mary's River (or the Ocean) starts here."</p> <p>Actions</p> <ul style="list-style-type: none">• Application submitted by the City's Manager of Recreation and Culture to seek funding to paint twelve (12) catch basins. 6 of the 12 paintings were completed in 2022. The remaining will be completed in 2023.	Phase 1 Complete. Phase 2 to complete in 2023
3	<p>Task: Add a pillar to the Green Initiatives Fund that allows for project applications that encourage healthy and resilient ecosystems, including habitat restoration.</p> <p>Action:</p> <ul style="list-style-type: none">• Working group revised terms of reference for the Green Initiatives fund to include healthy ecosystems, as well as active transportation and waste reduction.	COMPLETE

World Water Day 2022

For World Water Day 2022 (March 22), the City co-hosted a binational speaker series that brought together local Canadians and science personnel from Sault Michigan to speak about their work in water. A recording of the event is available to watch [here](#). A Mayoral Proclamation was also read by the Mayor Provenzano to encourage community participation in a variety of other World Water Day events taking place in the community.

This concludes the review of City sustainability initiatives that took place in 2022. The following section of this report will provide a high-level overview of planned 2023 sustainability initiatives to date.

4. City of Sault Ste. Marie 2023 Sustainability Priorities

Looking ahead to 2023, the City intends to work on further embedding sustainability into its operations and practices to improve its chances of meeting its GHG reduction targets (10% corporate and 5% community by 2050, as well as net zero by 2050), for which they are not on target to meet. From 2017 to 2022, the City's emissions have increased by 10%, led predominantly by emissions from fleet and equipment as well as natural gas consumption in City buildings. Efforts to reduce consumption and explore fuel switching technologies are essential to meet these targets, as well as mitigate the worst impacts of climate change. As part of an immediate remediation strategy, starting in 2023, a bi-annual corporate energy and sustainability meeting will be taking place with Department heads and key facility management staff to help prioritize and track emissions reduction projects

As well, effective January 30, 2023, the Council Report template has been amended to include a section to address climate impact for relevant reports. "STRATEGIC PLAN / POLICY IMPACT" has been revised to include Climate impact as "STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT." This new process will be monitored in 2023 to ensure it is being utilized as well as gathering feedback on how to improve its effectiveness.

In 2022, the City applied to the FCM Green Municipal Fund (GMF) GHG Reduction Pathway Feasibility Study program which would provide funding to complete deep energy retrofit (DER) audits on the City's top six (6) GHG emitting facilities: 1. John Rhodes Community Centre, 2. East End Wastewater Treatment Plant, 3. GFL Memorial Gardens, 4. Public Works Centre, 5. Fire Hall 4 / RESC Centre, and the 6. Transit Administration Garage. The City hopes to hear about whether they were successful in by Spring 2023. This type of work is crucial to provide the City with a roadmap on how to get to net zero emissions, including costs which will be important for budgetary planning.

Other key projects planned for 2023 include:

COMPLETE

- 2022 Corporate GHG Inventory Update
- First ever Climate Change impact statement applied to Council Reports
- Bi-annual senior management energy and sustainability project prioritization meeting (1st 2023 meeting completed February 28, 2023, next meeting scheduled for June 20, 2023)
- Energy Incentives Community Information Sessions (February 28 and April 11, 2023)
- World Water Day 2023 Community Presentation (March 22, 2023)
- CityNature Challenge (April 28 – May 1, 2023)

IN PROGRESS

- Complete Community Efficiency Financing Feasibility Study (ETA Spring 2023) next steps include applying for funding for Program Design
- Deep Energy Retrofit Project (pending funding)
- Community 2022 Emissions Inventory Update
- Nature Canada Bird Friendly City Designation Project
- 2023 Bike to Work Week (June 4 – 10) 2023 Bike to Work Week partnership with the Sault Cycling Club and Algoma Public Health (June 4 – 10)
- Support Algoma District School Board (ADSB) with launching annual stormwater pollution awareness initiative through Trout Unlimited Canada's Yellow Fish Road Program (June 5, 2023)

Appendix A: Sault Ste. Marie Community GHG Reduction Plan Implementation Progress

The Sault Ste. Marie Community GHG Reduction Plan focuses on actions to be completed within a 10-year timeframe: 2020 to 2030. It also lays some of the preliminary groundwork for net-zero emissions by 2050.

The plan recommends 60 actions and is broken down into seven key sectors, predominantly based on emission sources and reduction action opportunities. Actions are based on both community and corporate efforts. The sectors are as follows:

- | | |
|-----------------------------------|-------------------------|
| 1. Buildings & Energy – Community | 5. Green Space |
| 2. Buildings & Energy - Corporate | 6. Economic Development |
| 3. Transportation | 7. Municipal Leadership |
| 4. Waste | |

Actions within the plan have been broken down into separate timeframes including: Immediate: action to begin right away, Short Term (1-2 Years), Medium Term (3-5 Years), Long Term (5+ Years), and ongoing: action which has been initiated and will continue throughout the life of the plan. Each action includes leads and partners, as well as performance measures to help measure progress towards implementation. The following section of this report outlines action progress from 2020 to 2022 by section. The legend below denotes the icons used to illustrate the progress levels which are used to categorize action to date:

	Complete		In progress		Not started
--	----------	--	-------------	--	-------------

Most actions (50) have been initiated, 6 are completed and 5 have not started. The following section of this report summarizes efforts on plan implementation to date.

1. Buildings & Energy – Community

The building and energy section of the GHG Reduction plan accounts for actions to reduce emissions generated using electricity, natural gas, propane, and heating oil. When it comes to community actions, the plan focuses on energy efficiency. Other action areas in the GHG reduction plan include exploring the possibility of diversifying the energy supply (e.g. increasing renewable energy use on municipal buildings and in the community). The following outlines action to date in the Buildings & Energy – Community.

EDUCATION



Develop a webpage on the City's website as a source of information about the GHG Reduction plan and energy efficiency saving opportunities.

In December 2020, the City of Sault Ste. Marie created a [webpage](#) for the GHG Reduction Plan. This also includes a series of sub pages where residents and businesses can access information about [available energy incentive programs](#), [EV charging stations](#) in Sault Ste. Marie, information about how to be a [community energy champion](#) through the ECO School Canada Program and Student Energy for post-secondary students. There is also information about City Climate Change Adaptation [efforts](#) including the completion of climate change adaptation planning and risk assessment completed by the City in 2020. Other pages have been and will continue to be added

with more programming information as the City continues its efforts in encouraging climate mitigation and adaption.



Create a local 'Student Energy Chapter (at either Algoma University or Sault College).

City staff outreach has been conducted to both Sault College (Brian Anstess, Faculty Coordinator School of Natural Environment) and Algoma University (Aseel Hashim, Sustainable Development Youth Coordinator) about working with students to create a student energy chapter on campus. A pitch was provided to the Algoma University Sustainable Development Goal (SDG) Hub collaboration about this initiative and an invitation will be extended to the Sustainability Coordinator once they finalize their executive team. Current interest lies in initiatives for waste reduction.



Increase the number of local schools enrolled in the Eco Schools Canada Program (eco-certification program for K-12).

City staff outreach has been conducted to the Algoma District School Board (ADSB) regarding increasing uptake in the Eco Schools Canada Program. In 2020, Central Algoma Secondary School joined the program after a presentation by the Climate Change Coordinator at the ADSB Speakers Bureau. Preliminary outreach has been conducted with the Huron Superior Catholic District School Board.

REDUCE ENERGY CONSUMPTION AND OPTIMIZE ENERGY EFFICIENCY



- Increase uptake in residential and commercial energy efficiency retrofits that reduce the use of fossil fuels.
- Increase the number of new homes and businesses builds to incorporate energy efficient equipment (e.g. new furnaces, weather stripping, efficient lighting, etc.).
- Develop a Green Building Policy.

A variety of initiatives were undertaken by the City to encourage energy efficiency in the community. In particular, the City partnered with Garden River First Nation to deliver a four-part energy literacy webinar series from September – November 2021. Topics included understanding Ontario's energy sector, your home energy system and residential and commercial energy efficiency incentive programs for retrofits. All webinars were recorded and are available to watch on the City's [webpage](#). Over 300 views of the webinars have occurred to date and there were approximately 100 participants who attended the webinars. The City also engaged in a social media campaign entitled '5 Days of Energy Efficiency' which shared information about different energy efficiency programs and incentives available to businesses and residents in Sault Ste. Marie.

Furthermore, consultation with City Planning and Building departments determined that they currently do not record metrics on homes that are built above and beyond the Ontario building code as they review plans to ensure that all building code requirements are met, not exceeded. This has led to some research conducted by the Sustainability Coordinator to explore embodied carbon emission incentive programming. A presentation was made on December 14, 2021, at the City's Building Permit Open House about embodied carbon. Further research is underway and will be shared at the Building Departments Spring 2022 presentation to discuss any changes to the Ontario Building Code.



Develop a community energy efficiency retrofits program (either for energy efficiency retrofits or renewable energy).

Starting in July 2021, the City started conducting research into the Federation of Canadian Municipalities (FCM) Community Efficiency Financing (CEF) Initiative, which is a \$300 million fund to support municipalities and partner organizations to accelerate home energy projects. A motion was made at the September 9, 2021, Environmental Sustainability Committee recommending that the City apply to the funding. The PUC also provided a letter of support endorsing the initiative. This was furthered by Council approving the funding application on November 15, 2021. An application to the feasibility study funding was submitted to the FCM on December 16, 2021. The City received funding for the project in May 2022. It is anticipated that the final report will be completed in Spring 2023.



Develop a thermal imaging camera borrowing program in partnership with the Library.

On October 14, 2021, the Environmental Sustainability Committee (ESC) supported a request for funding from the Sault Ste. Marie Public Library to the Community Development Fund (CDF) Green Initiatives Program for \$2,120 to go towards the purchase of four (4) infrared imaging cameras to create a borrowing program. This was furthered by support from Council at their November 15, 2021, meeting. The library purchased the cameras in 2021. Thermal cameras offer both a valuable diagnostic tool and a compelling means of fostering engagement and educating homeowners on heat dynamics and can instill an appreciation for energy efficiency in homes. With the information gained by using the cameras homeowners will be able to make repairs to prevent/reduce heat loss which in turn will result in energy savings and reduce greenhouse gas emissions.

INDUSTRIAL / COMMERCIAL ENERGY EFFICIENCY



- Continue to consult with local industrial facilities to understand their current and planned energy efficiency and GHG reduction efforts.***
- Foster an environment that encourages new community energy projects to increase sustainable energy opportunities.***

The City has regular communication with industrial stakeholders in the community to understand their GHG reduction efforts. From 2021 to 2022, Tenaris and Algoma Steel sat on the City's Environmental Sustainability Committee (ESC) where regular dialogue is encouraged. Both were invited to participate in the 2022 ESC Spotlight Series where members were invited to share insights regarding what they do at their work as it relates to environmental sustainability. In addition, the City's Sustainability Coordinator has a quarterly touchpoint with Algoma Steel to stay up to date on their emissions reduction efforts and look for partnership and funding opportunities.

ALTERNATIVE ENERGY GENERATION



- Explore opportunities for increasing the use of solar photovoltaic (PV) electric net metering in Sault Ste. Marie.***
- Investigate the use of energy storage integration to move forward with balancing clean energy projects.***

The Economic Development team and the Sustainability Coordinator have engaged in conversations with the Ministry of Natural Resources and Forestry (MNRF) about ways to encourage the use of biomass as a form of alternative energy to reduce emissions. A review of the City's 2012 District Energy Feasibility Study is also underway as part of this, as it suggested using biomass as an energy source. They have also engaged in dialogue with the province regarding future opportunities associated to hydrogen.

2. Buildings and Energy – Corporate

Currently, corporate operations result in approximately 1% of community-wide emissions. While this number may seem low, the Municipality has a responsibility to lead and demonstrate practices that will encourage broader emission reduction within the community to achieve climate targets and positively impact sustainable economic development. The corporate GHG emissions inventory indicates an opportunity to achieve emission reductions by focusing on fleet and equipment as well as the corporate building stock. When it comes to corporate actions, similar to the community, a focus on energy efficiency projects is encouraged. This aligns with the City's *Third-party service review of municipal operations* which was presented to Council on January 6, 2020, which recommends pursuing and implementing energy efficiency projects. According to KPMG this has potential cost savings of up to \$100,000 annually (KPMG, 2019).

GREEN FINANCING



Develop a local improvement charge (LIC) by-law to allow clean energy improvement financing for new buildings/or upgrades, including green standards in Sault Ste. Marie.

An application to the feasibility study funding was submitted to the Federation of Canadian Municipalities (FCM) on December 16, 2021. If the City decides to pursue future funding to create a program design and implement a capital program, a by-law will need to be created.



Review and streamline the Municipal Environmental Initiatives (Green) Committee to oversee applications to the Green Initiatives Program under the Community Development Fund (CDF), and act as the overseeing body for the GHG reduction plan implementation.

In January 2021, the City transitioned the former Municipal Environmental Initiatives Committee (Green Committee) to be replaced by the Environmental Sustainability Committee (ESC). A total of 25 applicants applied. Over the course of 2021, the committee met eight (8) times and developed a set of environmental sustainability priorities for consideration by the City. These priorities are listed below.

1. Planning and Urban Design

- Centralize key infrastructure to ensure connectivity and densification.
- Prioritize affordability and accessibility when developing new public infrastructure.
- Conduct infrastructure improvements to make it convenient to encourage uptake in active and electric transportation (e.g. increase the number of bike racks and electric charging stations).
- Implement parking reform to encourage active transportation.
- Create a pedestrian friendly community and culture.

2. Green Space

- Decrease emissions from City lawn care through the electrification of maintenance equipment.
- Practice strong forest management and tree planting to use our urban forest as a carbon sink. Specifically, by conducting a study to determine carbon sequestration and storage from the urban forest. Consider exploring carbon credits as a form of revenue generation for the City's net zero plans.
- Conduct an urban tree canopy study to determine baseline tree cover and plan for future tree planting.
- Plant diverse native and non-invasive tree species that are more resilient to climate change as part of all future tree planting initiatives.

3. Built Environment

- Prioritize retrofitting existing buildings to address building vacancy across the city, especially in the downtown.
- Mandate that all new City buildings be low emission and carbon neutral.
- Use local energy sources (e.g. forest by-products such as biomass) and explore low carbon fuels such as hydrogen to reduce community energy and building emissions.
- Incorporate both low-carbon and carbon-storing materials in construction of new builds.

4. Investment

- Commit to investing in feasibility studies to support future projects in renewable energy, active transportation and energy efficiency.
- Groom Hub trail/sidewalk during winter to encourage active transportation.

The priorities have been shared with the Planning Department to be considered in the update to the Official Plan.

The ESC also reviewed and recommended three funding applications to the Community Development Fund (CDF) Green Initiatives Stream, including:

- \$30,000 John Rhodes Heat Recovery Retrofit
- \$825 Summer Student Green Week
- \$2,120 Library Infrared Imaging Borrowing Program

Total annual funds available for all projects under the CDF – Green Initiatives Program in 2021 was \$50,000. The remaining \$17,055 of the funding in 2021 was allocated towards tree planting in 2022 as per a resolution on March 9, 2020. Some of the funds went towards trees to be planted in the City's new Plaza, as well as City parks.

A new committee was appointed after the 2022 municipal election and their plans will be finalized in early 2023.

ENERGY EFFICIENCY



- *Continue implementing energy efficiency retrofit projects identified in the IB Story Audits of 2010 and the 2019 Energy Conservation and Demand Management Plan (see Appendix 3 for a list of City retrofits).*
- *Include wording in all requests for proposals (RFP) for capital projects to include applying for Ontario energy incentives.*

In August 2021, the Sustainability Coordinator organized three (3) energy opportunity facility walkthrough site visits with the IESOs Northern Ontario Energy Conservation Officer to conduct facility walkthroughs to look for energy efficiency opportunities at the Old Stone House, Landfill, and GFL Memorial Gardens. The landfill and the Old Stone House were recommended to participate in the Small Business Lighting program and the assessment of the GFL projected yearly lighting cost and maintenance savings was \$56,943.68 and included an estimate for a \$32,333 incentive from the Save on Energy program. It also has the potential to reduce facility GHGs by 12% (or 5.07 tCO₂e).

In September 2021, 19 site assessments of City facilities were conducted under the Small Business Lighting program which offers an incentive of up to \$2,000 in energy efficiency lighting upgrades. This has the potential to bring in \$38,000 of incentive money to the City and result in annual energy savings at a variety of smaller city sites. Actual energy savings and incentive will be confirmed once the projects are complete.

To ensure the City maximizes opportunities to take advantage of energy efficiency incentives, tender documents for the LED lighting upgrades to the John Rhodes Community Centre and the Northern Community Centre included wording in the RFP to ensure incentive compliance. In 2022, the incentives for these projects are estimated to be \$9,050.



- ***Take a portfolio approach to energy efficiency by establishing an implementation plan specifically for retrofits of existing buildings (if plans are dated or nonexistent, a revision of the audit should be done).***
- ***Ensure zero-emission technology is incorporated in regulations and public tenders.***

In 2022, the City submitted an application to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) GHG Reduction Pathway Feasibility Study program to seek funding to conduct deep energy retrofit audits at its six (6) top emitting facilities including: John Rhodes Community Centre, East End Wastewater Treatment Plant, GFL Memorial Gardens, Public Works Administration Building, Fire Hall 4 / RESC Centre, and Transit Administration Building. The audits (if successful in acquiring funding) will help determine the level of effort, resources and technologies to bring project facilities to a low carbon and energy use performance. Funding announcements are anticipated in late Spring and early summer of 2023.

ENERGY MANAGEMENT



- ***Integrate sustainable energy technology and energy management practices across the municipality.***
- ***Integrate energy and climate considerations into the Asset Management Process.***
- ***Improve energy data tracking and use (e.g. utility meters and databases).***

The City is exploring the use energy tracking software and data management programs (e.g. Energy Star Portfolio Manager, RETScreen and Association of Municipalities of Ontario (AMO) Energy Planning Tool (EPT) Program). Outreach has also been conducted with the PUC and a process has been established to better obtain energy data tracking as part of the City's O.Reg 507/18 energy and emissions reporting. It is also important to note that in November 2021, the Ontario Government announced that in the next two years, Ontario electricity and natural gas utilities will be required to allow customers to download their natural gas and electricity data in a

standardized format under the Green Button standard. This access to energy data will provide the City with better information regarding energy consumption.

ALTERNATIVE ENERGY



- ***Commission a study to evaluate the business case for the deployment of hydrogen fuel cell applications as part of establishing a role for a low-carbon economy and community energy strategy.***
- ***Explore the feasibility of renewable energy procurement. (Note: the business case must be evaluated based on current renewable energy cost and effectiveness).***
- ***Increase the amount of solar power generation within municipal buildings and parking lots.***

In 2023, the City intends to explore incorporating renewable energy on the Transit Administration/ Garage building located on Huron Street.

3. Transportation

In the Sault Ste. Marie community, the GHG emissions inventory and the transportation sector includes emissions from the mobile combustion of gasoline and diesel and was broken down by on-road transportation and railway diesel. Most transportation emissions come from on-road transportation which is often one of the highest emitting sectors in Ontario due to the heavy reliance on personal vehicles with combustion engines. As well, according to the *Canadian Municipal Backgrounder* (an annual survey of mayors and councillors in more than 400 municipalities across Canada, 90% of Sault Ste. Marie residents commute to work by car, 5% walk, 4% use transit and 1% bike (Canadian Municipal Barometer, n.d.). This presents ample opportunity to improve upon active transportation in Sault Ste. Marie.

ACTIVE TRANSPORTATION



- ***Increase education and awareness about the environmental, economic and health benefits related to active transportation.***
- ***Develop and maintain bike friendly infrastructure (e.g., bike lanes, trails and racks make cycling a safer, more attractive option for travel and commuting).***
- ***Initiate a commuter challenge (e.g., annual bike to work week or car-free day).***

Algoma Public Health has traditionally encouraged active transportation as part of its Public Health promotion work. Due to the COVID-19 pandemic, much of this work has been put on hold and planning restructuring will include encouraging active transportation benefits as part of its new mandate. Efforts to encourage this are picking up in 2023.

In 2021, the City's Summer Students organized a corporation wide bike to work week. It was poorly subscribed with very few City staff participating and it is recommended that in the future this initiative be coupled with other ones across the community to encourage uptake.

In 2022, the City launched their Active Transportation Master Plan and also updated their Active Transportation webpage.



- *Encourage local companies to reward cyclists (e.g. develop a reward program for those who are bike friendly, such as a parking spot by the door covered from the rain).*
- *Create an inventory of bike trails, including shortcut trails.*

INCREASE TRANSIT RIDERSHIP



- *Improve transit options and non-motorized accessibility to major centers.*
- *Create incentives for public transit use as a strategy to increase ridership.*
- *Seek input from key bus users (e.g. seniors, students, commuters, etc.)*
- *Educate the public on how to use bus routes (they will be more inclined to use them if they know how).*

Transit ridership decreased quite a bit significantly in early 2020 due to the onset of the COVID-19 pandemic. Since then, transit ridership has increased slightly, however it continues to fluctuate with changes to the status of the pandemic. The City does have incentives to encourage public transit use including a semester pass for university students, a senior and youth pass and a program with the District Social Services Administration Board (DSSMSSAB) for free ridership. The City has also expanded upon its on-demand transit and the development of a real time passenger app site and adventure bus program. Information is available on the City's [website](#) regarding roads and schedules.

The City has also created a series of partnerships with local community organizations such as the Algoma District School Board and Algoma University to encourage transit ridership. These efforts are ongoing.

ZERO-EMISSION TRANSPORTATION



- *Support transportation electrification infrastructure opportunities (e.g. electric vehicles charging stations).*
- *Transition to purchasing only vehicles that are highly efficient and run on zero-carbon and renewable energy fuels.*
- *Support transportation electrification opportunities (e.g. electric vehicles, alternative energy vehicles, buses, etc.*

An electric vehicle (EV) produces approximately 94% fewer operational emissions than an internal combustion engine (ICE) vehicle. As well, converting two (2) existing diesel City buses to electric buses has the potential to reduce corporate baseline emissions by approximately 2%. Though EVs tend to be more expensive than ICE vehicles, there are a variety of existing incentives for both vehicles and infrastructure (e.g. Natural Resources Canada Zero Emission Vehicle Infrastructure Program) that can help municipalities with the capital costs of EV conversion. The City is working on moving towards electric buses. In 2022, the City of Sault Ste. Marie, along with twelve (12) other municipalities in Ontario started participating in a study that will develop information resources and implement a roadmap for the transition to electric buses. The study is being coordinated by Metrolinx Transit Procurement Initiative.

In addition, in February 2021, staff prepared a report to council responding to Council's resolution from March 9, 2020 regarding costs of purchasing electric vehicles. It resulted in a resolution to

acquire Battery Electric Vehicles (BEVs) for any new light-class vehicles that are acquired for the City fleet on a go forward basis.



- ***Develop and/or commission a community zero-emission vehicle strategy.***
- ***Update the Green Fleet Plan.***

In 2022, City Council directed staff to develop an EV charging infrastructure plan to be presented to council for consideration that will advance local policies to accelerate charging infrastructure in the community, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie. Work is underway and is anticipated to be completed in 2023.

PLANNING



- ***Review potential actions that align with existing City Plans (e.g. Transportation Master Plan (2015), Green Fleet Plan (2011), and Cycling Master Plan (2007)).***
- ***Encourage land use planning that reduces the distance people have to travel by car.***
- ***Active Transportation Master Plan.***

A fundamental objective of the new Official Plan will be to reduce the distances that people must travel by car. This is expected to be completed in 2023. As well at the end of 2021, the City hired a consultant to complete an Active Transportation Master Plan. The plan will take a holistic approach and include a series of recommendations. It will also serve as guidance for the city's street policy, street plan and incorporate mountain biking opportunities, trail systems and ensure all are barrier free. This is expected to be complete in 2023.

4. Waste

It is important for the City to continue, as well as increase their efforts to divert waste from the municipal landfill to reduce community emissions associated to solid waste.

EDUCATION



- ***Educate and engage residents and business about waste diversion.***

In April 2021, the City's Public Works Department worked in partnership with Clean North to create the City's Plastic Free Pledge. The campaign was designed to both educate and promote a lifestyle that is not reliant on single-use plastics. Households, businesses, schools, community organizations and workplaces were challenged to take the pledge. By taking part in this initiative, participants will make a pledge to audit their use of single-use plastics and set attainable goals to reduce and eliminate this waste by moving towards the use of eco-friendly alternatives. The reasoning behind the pledge was to get ahead of expected federal or provincial legislation banning single-use plastics. The pledge was not overly subscribed in its first year and staff have

been directed to creating a waste reduction strategy in alignment with the ban on single-use plastics.

WASTE DIVERSION



- ***Review strategies and policies that support ways to divert waste to extend the life of the landfill.***
- ***Encourage businesses and residents to reduce waste put into the landfill by using recyclables and reusable products.***
- ***Reduce the environmental impacts of City operations to demonstrate commitment and spur innovation (e.g. reducing or eliminating single use plastic products at facilities and events).***
- ***Explore organic waste diversion from the landfill.***

On November 15, 2022, the City implemented a single use plastics ban.

As well, changes were made to the Community Development and Enterprise Services (CD&ES) Department by purchasing packages to reduce single use packaging material. As well, the City's Biosolids Management Facility will accept municipal source separated organics as required by the Ontario Food and Organic Waste Policy by 2025.

WASTE TO ENERGY



- Expand landfill gas capture as part of landfill expansion plans and review feasibility of using the gas as a form of energy generation.***

5. Green Space

FOREST MANAGEMENT



- Manage City woodlands and street trees for the purpose of carbon offsetting, heat sinks and aesthetics.***

City forest management practices do not include the purpose of carbon offsetting and heat island mitigation via a policy. Currently, it is more of an understanding and best practice.



- Encourage the planting of native, and non-invasive tree species that are resilient to climate change and provide high levels of carbon sequestration.***

Under the Green Space pillar, the Environmental Sustainability Committee has recommended to the Planning Department that the Official Plan encourage the planting of diverse and non-invasive tree species that are more resilient to climate change.

PLANNING



- Develop an Urban Forest Management Plan, including an inventory of the tree canopy to understand Sault Ste. Marie's carbon sequestration potential.***

Over the course of 2021 the City worked with Algoma University on a few CityStudio projects. The Urban Forestry Plan and Tree Canopy Study Project involved two environmental science students who worked on developing some of the preliminary components that will ultimately contribute to an Urban Forestry Plan and Tree Canopy Study for the City. It is anticipated that this project will span across several semesters. Its first phase wrapped up in December 2021. The initial phase of the project included background research looking at urban forest management best practices in Cities of similar size and industry as Sault Ste. Marie, as well as some analysis using the iTree software tool (a free software developed by the US Forest Service research and development that quantifies ecosystem services and benefit values of community trees and forests at multiple scales). This included conducting an estimate of tree canopy coverage within the municipal boundary and reviewing the ecological benefits from an inventory of City park trees conducted previously. The students also completed an inventory of sample plot outside of the university which could be used to add to the City's tree inventory. City staff continue to look for funding to further this initiative.

ENVIRONMENTAL STEWARDSHIP



- *Partner with local school boards (e.g. ADSB) to participate in an Environmental Stewardship activity with a focus on nature preservation (e.g. building a butterfly garden or hosting a community tree plant).*
- *Encourage tree planting and preservation of natural areas a priority as part of community sustainability efforts.*

The City has contacted the Algoma District School Board (ADSB) regarding participating in the Yellow Fish Road program in 2023 (pending COVID-19 restrictions), in partnership with Trout Unlimited Canada. Participants will learn about the impact of pollution and what steps they can take to protect their local water by painting yellow fish near storm drains, as a reminder that anything entering a catch basin flows directly to nearby water sources, untreated. Students will paint yellow fish symbols with the words "Rainwater Only" and distribute fish-shaped brochures to educate households regarding water pollution prevention. The event will take place in a low traffic volume neighborhood with access to storm sewers for painting. Confirmation of this activity is still pending. Yellow Fish Road is a national storm water pollution prevention program that educates Canadians about their watersheds and what we can do to protect and keep water sources healthy for fish, wildlife and people.

6. Economic Development

SUSTAINABILITY



- *Encourage local businesses to embrace sustainability.*

As previously mentioned, in 2021 and 2022, the City in partnership with Garden River First Nation launched an energy literacy webinar series. This included one webinar devoted to the commercial and industrial sector and offered insight on retrofit incentive programs. The City also has a list of energy incentive programs currently available for the commercial sector on their website.

In April 2021, Enbridge launched a solar PV program where they work directly with home builders to install solar panels as part of new home construction through a lease model. Enbridge installs the solar panels in an agreement with the builders. This is done as part of low carbon and net zero build developments. They will pay the up-front capital and work with builders throughout the

construction through a third party. When a home buyer buys a home, they are also signing a rental for the solar PV with Enbridge.

Enbridge will own and maintain the solar PV equipment for a period outlined in a solar agreement. At the end of the solar contract, they transfer the ownership back to the homeowner. The program takes away the up-front capital from the builder and the home buyer and stretches it out through monthly payments. The Sustainability Coordinator communicated this information to the Sault Ste. Marie Construction Association and the Sault Community Career Centre and at the Building Permit Open House to local building firms on December 14, 2021.

In 2022, the City worked alongside rethink Green (an environmental non-profit) from Sudbury to bring awareness to their Green Economy North Program. The Green Economy North program is expanding to Sault Ste. Marie. It is Northern Ontario's only membership-based sustainable business program that guides members to reduce their carbon emissions through services such as carbon measurement and reporting, energy auditing and action planning. The first cohort is closing at the end of March and a second cohort will launch in the Fall. To learn more about the program [click here](#).

LOCAL FOOD PRODUCTION



- ***Support local food production and consumption to reduce transportation emissions and costs of importing food to the community.***
- ***Expand opportunities and markets for Sault Ste. Marie locally grown products.***

The Sault Ste. Marie Innovation Centre's Rural Agriculture Innovation Network (RAIN) is working on a variety of programs that support local food production, such as their Advancing Northern Maple program which increases maple syrup production in Northern Ontario and the Tile Drainage program which benefits commodity and crop production. They have also supported food processing infrastructure, such as a new slaughterhouse being built in Bruce Mines. RAIN has also supported businesses in Algoma through the Sustainable New Agri-Food Products and Productivity (SNAPP) Program which supports Northern Ontario agriculture and food producers, businesses, collaborations, communities, and First Nations to create new products, enhance abilities for season extension, scale up production or enhance productivity.

The COVID-19 pandemic has also encouraged more people to shop local through a variety of campaigns such as the Shop Local campaign by the Sault Ste. Marie Chamber of Commerce. Locally and the Buy Algoma Marketing program. Both have encouraged local food purchasing within the Algoma region.

CLEAN MARKET GROWTH



- ***Encourage the development of a low-carbon economy in Sault Ste. Marie (e.g. develop a Smart Park that encourages energy efficiency, LEED building standards) to encourage clean-tech companies to relocate and/or expand in Sault Ste. Marie. Continue to work with local partners (private sector, indigenous groups and non-profits) to encourage clean growth opportunities.***

In 2021, the City's Economic Development team worked on exploring the opportunity of developing a hydrogen hub in Sault Ste. Marie as part of their collocation efforts for industries that require renewable power. They also explored opportunities for new clean energy generation, including biomass and are pursuing opportunities associated to electric vehicle and related technologies. These efforts are ongoing.

In addition, the Economic Development team and the Sustainability Coordinator have engaged in conversations with the Ministry of Natural Resources and Forestry (MNRF) about ways to encourage the use of biomass as a form of alternative energy to reduce emissions. A review of the City's 2012 District Energy Feasibility Study is also underway as part of this, as it suggested using biomass as an energy source. They have also engaged in dialogue with the province regarding future opportunities associated to hydrogen.

The Government of Canada will be setting up a new, federal agency focused on freshwater conservation and management – The Canada Water Agency. In June 2021 the City formed a Canada Water Agency Task force to lead the pitch on bringing the Canada Water Agency to Sault Ste. Marie. The work has been led by Kathleen Heymans, Manager of Business Development at the City and Dr. Elaine Ho-Tassone, Project Coordinator with the Lake Huron Collaborative. A series of community discussions have taken place over the year and will be summarized in a 'What We Heard' Report which will be included as part of the City's submission to the Federal Government for why the agency should be established in Sault Ste. Marie. Multiple stakeholders have been consulted and support has been acquired from community partners including First Nations and Industry. Next steps regarding this submission should be made available in 2023.

7. Municipal Leadership

HUMAN RESOURCES



- ***Assign and/or establish a position at the City to manage energy and sustainability initiatives, ensuring integration in all aspects of City operations and to act as a key municipal liaison towards community climate action.***
- ***Assign the newly established Environmental Sustainability Committee to oversee the implementation of the Sault Ste. Marie GHG Reduction Plan and climate change action across the community.***

On December 7, 2021 the City approved the 2022 Municipal Budget which included the creation of a full time permanent Sustainability Coordinator position at the City. The position will be responsible for the implementation the GHG Reduction Plan and lead municipal efforts on energy and sustainability initiatives.

On January 25, 2021, the City approved the establishment of the Environmental Sustainability Committee which has as a responsible to act as the overseeing body of the implementation of the GHG Reduction Plan.

FINANCING



Leverage climate investment opportunities from all levels of government and private sector to encourage research and development (R&D) opportunities for the community to be a test site for GHG reduction strategies.

Multiple grants have been pursued since 2019 that encourage energy savings and environmental sustainability.

OPERATIONS / LEGISLATION



- **Introduce a ‘Climate Lens’ policy (evaluate and consider the climate impacts of all major City decisions, including financial decisions), to ensure City investments, policies and programs are supporting climate change goals.**
- **Embed the GHG reduction plan into the Municipal and Community Planning Process.**

On September 28, 2021, the Sustainability Coordinator conducted a presentation to the City’s Senior Management Team (SMT) with the value proposition and examples of a climate lens policy created by other municipalities. A draft document was reviewed by Legal and Procurement and then shared with the CAO for further feedback. A Climate Impact section was added to the City Council Report Template in January 2023.

The City is in the midst of finalizing the Official Plan (OP) update. As part of this project, the draft was reviewed by a third party (the Climate Risk Institute) from a Climate Lens. Some of the recommendations were incorporated in the final OP.

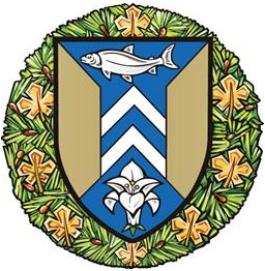


Draft bylaws and design infrastructure that encourage GHG mitigation at the citizen-level (e.g. discounted parking for electric vehicles)

This concludes the status overview of the GHG Reduction Plan Year implementation progress as of December 31, 2022.

References

- Canadian Municipal Barometer Background Data Series. (n.d.). Retrieved from <https://cmb-bmc.shinyapps.io/cmb1/>
- Government of Canada. (2011). *National Round Table on the Environment and the Economy Paying the Price: The Economic Impacts of Climate Change for Canada*. Retrieved from: nrt-trn.ca/wp-content/uploads/2011/09/paying-the-price.pdf
- Intergovernmental Panel on Climate Change. (2021). Climate Change 2021: The Physical Science Basis. Retrieved from: https://www.ipcc.ch/report/ar6/wg1/downloads/report/IPCC_AR6_WGI_Full_Report.pdf
- KPMG. (2019). *City of Sault Ste. Marie Third Party Service Review Draft Summary Report (Version 2)*. Retrieved from: https://saultstemarie.ca/Cityweb/media/City-Clerk/City-of-SSM-Service-Review_1.pdf
- Office of the Auditor General of Canada. (2016). *2016 Spring Reports of the Commissioner of the Environment and Sustainable Development*. Retrieved from: www.oag-bvg.gc.ca/internet/English/parl_cesd_201605_02_e_41381.html
- United Nations Environment Program. 2021. *Emissions Gap Report 2021: The Heat Is On*. Retrieved from: <https://www.unep.org/resources/emissions-gap-report-2021>



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Efficiency Financing Program Design Study

Purpose

The purpose of this report is to seek Council approval to apply to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) program for funding to complete a Community Efficiency Financing (CEF) Program Design study.

Background

On December 14, 2020, the City of Sault Ste. Marie (the City) unanimously approved the *Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan 2020 – 2030* (the plan). The plan includes a long term target for GHG reduction of net zero by 2050. In order to meet the community GHG reduction targets, significant action from all community stakeholders, including residents, is required. One of the top ten priorities in the plan is to develop a community retrofit program. Home energy retrofits are an important element to reducing community emissions as energy renovations and technology significantly reduce energy use and associated GHGs. Furthermore, an incentive program can address the social inequalities in the ability to afford retrofits to buildings that are in most need of upgrades. An added benefit is that investments in the retrofit economy are a very effective means to accelerate economic development as actions needed to decarbonize buildings are labor-intensive, and create jobs directly in the community. These are well paid jobs in the trades, manufacturing, and in professional services for small-scale contractors and larger firms¹. Addressing residential building emissions is critical to achieving a net-zero future.

Through the Federation of Canadian Municipalities' (FCM) Green Municipal Fund, funding is available to study, design, and launch municipal retrofit financing programs to accelerate retrofit uptake.

¹ Kennedy, M. & Frappé-Sénéclauze, T. (Pembina Institute). (2021). *Canada's Renovation Wave – a plan for jobs and climate*. Retrieved from: <https://www.pembina.org/reports/canadas-renovation-wave.pdf>

Community Efficiency Financing Program Design Study

May 29, 2023

Page 2.

The City conducted a feasibility study with funding from the FCM from August 2022 to March 2023. The results of this study demonstrate that there is significant potential for energy savings and GHG emissions reduction for homeowners in Sault Ste. Marie and there is community support and interest in a home retrofit financing program. A Program Design Study is required to develop a program and finalize the estimated program uptake, GHG outcomes, and financial implications for the City.

Analysis

The Community Efficiency Financing Feasibility Study (Study) assessed the viability of a City supported retrofit financing program (Attachment A). The Study took place from August 2022 – March 2023 and included three (3) deliverables: 1. Landscape Assessment Report, 2. Stakeholder Engagement Report, and a final report (the Study). The key findings from all three reports are highlighted below and included in Attachment A.

Landscape Assessment

The landscape assessment looked at identifying the market potential for building retrofits and included an examination and analysis of the following:

- | | |
|--|--------------------------------------|
| 1. Housing stock and demographics | 4. Common barriers to upgrades |
| 2. Cost benefit analysis of upgrade measures | 5. Existing incentive programs, and, |
| 3. Potential uptake of upgrades | 6. Regulatory framework |

The results of this analysis demonstrate that there is a significant potential for energy savings and GHG emissions reductions for homeowners in Sault Ste. Marie. The energy savings and emissions reductions can be realized through the implementation of a combination of light and deep retrofits including measures from building envelope, mechanical systems, renewable energy systems and appliances. The estimated annual volume of retrofits is subject to program design details, energy prices, the cost of retrofits and many macro-economic considerations like interest rates, inflation, consumer confidence and economic growth.

Stakeholder Engagement

Stakeholder engagement was conducted as part of this project to determine local readiness and support for a financing program and identify potential program champions and implementation partners. Stakeholder engagement included the creation of a Project Advisory Team comprised of relevant internal and external stakeholders to oversee the study project. Engagement also included one online community public survey and one online contractor survey, two virtual information sessions (one for City Staff and key stakeholders, and one for the greater community), and a series of one-on-one phone calls and interviews with contractors and trade associations, third-party lenders, utilities, and environmental groups. Results from these engagements reveal that there is community support

Community Efficiency Financing Program Design Study

May 29, 2023

Page 3.

and interest in a home retrofit financing program, with 80% of survey respondents stating that they would consider improving their home's energy efficiency within the scope of a home renovation, in particular with support from additional government grants and incentives.

Program Approach

The final phase of the Study includes an evaluation of financing models, funding sources, and associated costs of different program delivery models to help inform the feasibility of moving forward with a home retrofit financing program.

Three financing models that were evaluated include:

1. Local Improvement Charge (LIC): Since 2012, enabled by changes to the *Municipal Act, 2001*, Ontario municipalities have been permitted to use the LIC mechanism (Ontario Regulation 586/06 as amended by Ontario Regulation 322/12) to provide financing to private property owners for energy-related projects. The City of Toronto, City of Ottawa, City of Kingston, and the Town of Halton Hills operate LIC-based home energy retrofit programs.
2. Utility On-bill: A method of financing where loans are repaid through an additional line item on the utility bill. These programs are typically funded and administered by utility companies. The City of Nelson British Columbia operates a utility on-bill financing program in partnership with Nelson Hydro Electric Utility.
3. Third-party Lending: Traditional financing provided by financial institutions. This type of financing can be paired with a program to provide resources for homeowners to access information, rebates, and support to complete their retrofit. The Regional Municipality of Durham recently launched the Durham Greener Homes program which provides financing through partner credit unions and an energy concierge support service.

Recommendation for Program Design

The results of this study demonstrate that there is a significant potential for energy savings and GHG emissions reductions for homeowners in Sault Ste. Marie and there is community support and interest in a home retrofit financing program. The Study recommends pursuing an on-bill repayment model of home energy retrofit program administered by PUC Services. The PUC would make an agreement with a capital provider (e.g. the City or a credit union) to capitalize a loan program. Households then apply for capital to finance home improvements that qualify for funding. If approved, the program would deploy some capital upfront and the remainder upon completion.

The PUC would then collect loan payments alongside other payments, remitting the scheduled amounts to the capital provider. In addition, the Study recommends collaborating with other jurisdictions in Northern Ontario to develop a regional

Community Efficiency Financing Program Design Study

May 29, 2023

Page 4.

financing program. This recommendation is a direct outcome of engagement with both local stakeholders and sustainability staff in the larger cities throughout Northern Ontario. Given the number of municipal home retrofit financing programs already in the Canadian market, competition for FCM funding has increased given the limited funding budget. There are currently no on-bill repayment programs in the Ontario market, and a regional approach to aggregate and create economies of scale may differentiate the City's application.

A Program Design Study is required to provide a more accurate estimate of program uptake, GHG savings, and cost to the City and any potential partner municipalities or communities. Therefore, the Study recommends completing a Program Design Study through FCM's CEF funding program.

Financial Implications

The cost for the feasibility study in Sault Ste. Marie has been estimated at approximately \$125,000. The FCM will fund 80% of project costs, and the remaining 20% will be covered through a combination of staff in kind services and/or monies from the FutureSSM budget.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 in a number of ways:

- **Infrastructure:** maintaining existing infrastructure
- **Quality of life:** promoting quality of life advantages including the implementation of the Greenhouse Gas Reduction Plan.

In addition, the project aligns with the value of Environmental Stewardship within the Corporate Strategic plan of using resources wisely to maintain and create a sustainable city for future generations

As well, the Environmental Sustainability Committee, a committee of council has as an objective to encourage energy management and GHG Emissions reduction, of which this project aligns with.

Furthermore, the study aligns with the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, which recommends developing a community energy efficiency retrofit program.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated May 29, 2022 concerning Community Efficiency Financing Program Design Study be received and that staff be authorized to proceed with an application to the FCM GMF CEF program for funding for a Program Design Study.

Community Efficiency Financing Program Design Study

May 29, 2023

Page 5.

Respectfully submitted,

Emily Cormier

Sustainability Coordinator

705.989.8748

e.cormier2@cityssm.on.ca

Mar 2023

Community Efficiency Financing Feasibility Study



Report #3: Feasibility Study Report: Program Approach

Prepared by:



Submitted to:



COMMUNITY EFFICIENCY FINANCING FEASIBILITY STUDY

© 2023, The Corporation of the City of Sault Ste-Marie. All Rights Reserved. This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

COMMUNITY EFFICIENCY FINANCING FEASIBILITY STUDY

Acronyms

AC	Air Conditioning
AEA	Associated Equipment Agreement
CEF	Community Efficiency Financing
CMHC	Canada Mortgage and Housing Corporation
CUSP	Canadian Urban Sustainability Practitioners
DSM	Demand Side Management
EE	Energy Efficiency
EV	Electric Vehicles
FCM	Federation of Canadian Municipalities
FSA	Forward Sortation Area
GHG	Greenhouse Gas
GMF	Green Municipal Fund
HDD	Heating Degree Days
HELP	Home Energy Loan Program
HER	Home Efficiency Rebate
HER+	Home Efficiency Rebate Plus
HRAI	Heating, Refrigeration and Air Conditioning Institute
HVAC	Heating, Ventilation, and Air Conditioning
HVACR	Heating, Ventilation, Air Conditioning and Refrigeration
IESO	Independent Electricity System Operator
kWh	kilowatt hour
LDC	Local Distribution Companies
LEAP	Low-income Energy Assistance Program
LIC	Local Improvement Charges
LIM-AT	Low-Income Measure, After Tax
LMI	Low and Moderate Income
MPAC	Municipal Property Assessment Corporation
MSC	Municipal Service Corporation
MURBs	Multi-Unit Residential Buildings
NG	Natural Gas
NRCAN	Natural Resources Canada
OReg	Ontario Regulation
OEB	Ontario Energy Board
OEESP	Ontario Electricity Support Program
PACE	Property Assessed Clean Energy
PAT	Project Advisory Team
PDWH	Primary Domestic Water Heater
PPA	Power Purchase Agreement
PV	Photovoltaic
RDGI	Renewable Distributed Generation Integration
RETs	Renewable Electricity Technologies
RFP	Request for Proposal
RSI	Relative Strength Index
SAWDAC	Siding and Window Dealers Association of Canada
StatsCan	Statistics Canada
tCO ₂ e	tonnes of Carbon Dioxide equivalent

COMMUNITY EFFICIENCY FINANCING FEASIBILITY STUDY

Table of Contents

1	Executive Summary	6
2	Background	8
3	Evaluation of Financing Models	15
3.1	Goals for Community Financing Programs.....	15
3.2	Funding Source for Community Financing Programs.....	16
3.3	Roles in Community Financing Programs	18
3.4	Utility Bill Financing	18
3.5	Property Tax Financing	19
3.6	Third-Party-Direct Financing	21
4	Program Delivery models	23
4.1	Program Delivery Costs	24
4.2	Industry Outreach.....	24
5	Evaluation of Funding models reviewed	27
6	Stakeholder Engagement Summary	29
7	Recommendation of a Preferred program.....	32

Table of Exhibits

Exhibit 1. Top 10 Combinations of Archetypes, Representative Year and Retrofit Package for GHG Emission Reduction	8
Exhibit 2. Retrofit Costs and Payback Periods for Archetype A.....	11
Exhibit 3. Estimation of Program Uptake, Home Energy Retrofit	12
Exhibit 4. Common Strategies for Community Energy Efficiency Financing Programs .	16
Exhibit 5. Utility On-Bill Repayment.....	19
Exhibit 6. Property-Tax Repayment.....	20
Exhibit 7. Third-Party Direct Financing	21
Exhibit 8. Internal and External Financing Programs	23
Exhibit 9. Budget Comparison for Municipal Financing program.....	24
Exhibit 10. B2B and B2C Approaches	25

Appendix

Appendix A: Summary of Program Design Grant	35
---	----

Acknowledgments

In preparing the Feasibility Study, we would like to acknowledge and thank the following individuals and organizations:

Project Advisory Team

- Emily Cormier – Sustainability Coordinator, City of Sault Ste. Marie
- Tom Vair - Deputy CAO, City of Sault Ste. Marie
- Shelley Schell – Chief Financial Officer, City of Sault Ste. Marie
- Peter Tonazzo – Director of Planning, City of Sault Ste. Marie
- Mark Britton – Business Development, PUC Services Inc.
- Mary Sye – Municipal Energy Solutions Advisor, Enbridge
- Kieran O'Neill – Energy Advisor, NRGwise Consulting
- Kristy Sayer – Energy Advisor, Garden River First Nation
- Lisa Woolley – Senior Vice President, Northern Credit Union

1 EXECUTIVE SUMMARY

In December 2020, the City Council of the City of Sault Ste. Marie (the City) unanimously approved the *Greenhouse Gas (GHG) Reduction Plan 2020 – 2030* (GHG Reduction Plan) which included a long-term target of net-zero community emissions by 2050. The City intends to take a staged approach to achieve this goal focussing on a GHG reduction target of 10% corporate and 5% community¹ between 2020 – 2030, with an increasing scale of reduction target between 2030 and 2050.

Through a competitive bid process, the City selected Enerva to conduct an GMF supported feasibility study. The purpose of the Community Retrofit Financing Program Feasibility Study (feasibility study) was to examine the feasibility of implementing a financing program in order to address the high upfront cost burden of undertaking home energy efficiency retrofits and provide recommendations on the market potential, financing model and program delivery model.

The feasibility study found significant energy savings potential and opportunity to increase uptake of home energy retrofits through incentives and promotional financing locally.

The modelling work carried out in the Landscape Assessment suggests a range of 60 homes being retrofitted in the first year increasing to 150 homes by the fifth year, with a total of about 500 homes being retrofitted in the 5-year period. The uptake of Retrofit Packages being proposed for implementation is estimated to be 80% of Light Energy Retrofits and 20% of Deep Energy Retrofits². The GHG emission reduction forecast to be achieved over a 10-year period is aligned with the City's objective of achieving reduction of 5% in community. The proposed uptake of number of homes being retrofitted is aligned with the need to build the infrastructure and support systems required to deliver the program. Further, the initial marketing and outreach effort is required to drive awareness amongst homeowners on the program.

The stakeholder engagement study found community support and interest in a home retrofit program and potential financing opportunities. The homeowner survey results showed of the 54 respondents considering a home renovation in the near future, 80% would consider improving their home's energy efficiency within the scope of a home renovation. Feedback from local contractors showed the interest in providing services to an energy efficiency program, though current participation is low.

In delivering the financing program, the City demonstrated a willingness and ability to employ multiple financing models. However, given the current interest rate environment

¹ The Community Inventory is inclusive of three categories: Energy, Transportation and Waste. The residential sector is the second largest consumer of emissions within Community.

² Detailed description of conservation measures to be included in the Light Energy Retrofit and Deep Energy Retrofits is provided in the Landscape Assessment Report

and lack of appetite to carry the costs or risk required by an LIC program, an on-bill financing program in partnership with PUC Services Inc. provides the most desirable opportunity.

The Feasibility Study recommends, the City of Sault Ste. Marie offer a, "on-bill repayment" model of home energy retrofit program administered by PUC Services. We recommend that the city apply to GMF as a lead applicant along with PUC Services for a program design study.

In deciding whether to proceed with a financing program design, the City should consider this report alongside both the complete "Landscape Assessment Review" and "Homeowner and Contractor Surveys".

2 BACKGROUND

In December 2020, the City Council of the City of Sault Ste. Marie unanimously approved the *Greenhouse Gas (GHG) Reduction Plan 2020 – 2030* (GHG Reduction Plan) which included a long-term target of net-zero community emissions by 2050. The City intends to take a staged approach to achieve this goal focussing on a GHG reduction target of 10% corporate and 5% community³ between 2020 – 2030, with an increasing scale of reduction target between 2030 and 2050.

The residential sector is the second largest consumer of emissions in the city with residential buildings emitting 96,807 tonnes of carbon dioxide equivalent (tCO2e) and accounting for 21% of total community emissions^{4,5} was used to assess the energy consumption of each Archetype of home both prior to, and after, any energy efficiency measures being installed.

The potential energy savings from the modeling were a function of the building characteristics, primarily: age, structure, size, existence of space cooling, and specifications of the existing equipment and building materials. In all, 48 models emerged: 8 building Archetypes in 3 Age Bins by year of build, each modeled for 2 Retrofit Packages providing a comprehensive representation of the city's housing stock being modeled for assessing the technical potential through the selected Retrofit Packages.

A summary of the top 10 combinations of building Archetype, Age Bin and Retrofit Package by GHG emissions reduction expressed as a % GHG emissions pre-retrofit is provided below.

Exhibit 1. Top 10 Combinations of Archetypes, Representative Year and Retrofit Package for GHG Emission Reduction

Archetype	Description	Representative Year of Age Bin ⁶	Number of homes in Archetype, %	Retrofit Packages	GHG emission reduction post Retrofit, % ⁷	GHG emission reduction post Retrofit, tonnes CO2e
1	A	Detached Single Storey, 1,000 Sq ft,	1950	4,740, 20%	Deep Retrofit	87%

³ The Community Inventory is inclusive of three categories: Energy, Transportation and Waste. The residential sector is the second largest consumer of emissions within Community.

⁴ GHG Reduction Plan

⁵ HOT2000 is an energy simulation modelling software developed and maintained by Natural Resources Canada to support the EnerGuide Rating System, ENERGY STAR for New Homes, and R-2000 residential energy efficiency initiatives.

⁶ For each Age Bin, a Representative Year was selected for facilitating HOT 2000 modeling - energy modeling for homes built before 1975 were based on year 1950 as the Representative Year; homes built between 1975 and 1990 were modeled on year 1980 as the Representative Year, while all homes built after 1995 were modeled on 1995 being the Representative Year.

⁷ GHG Emission Reduction expressed as % = (GHG Emissions post Retrofit - GHG Emissions Prior Retrofit)/ GHG Emission Prior Retrofit based on energy savings result from HOT 2000 modeling

Archetype	Description	Representative Year of Age Bin ⁶	Number of homes in Archetype, %	Retrofit Packages	GHG emission reduction post Retrofit, % ⁷	GHG emission reduction post Retrofit, tonnes CO2e	
	with basement and no AC						
2	G	Semi-detached, Single Storey, 1,000 Sq ft, with basement and no AC	1950	171, 1%	Deep Retrofit	86%	4.6
3	H	Row House, Two-Storey, 1,800 Sq ft, with no basement or AC	1950	475, 2%	Deep Retrofit	86%	3.4
4	G	Semi-detached, Single Storey, 1,000 Sq ft, with basement and no AC	1980	386, 2%	Deep Retrofit	85%	4.3
5	G	Semi-detached, Single Storey, 1,000 Sq ft, with basement and no AC	1995	92, <1%	Deep Retrofit	85%	4.2
6	C	Detached Single Storey, 1,000 Sq ft, with no basement or AC	1950	4307, 18%	Deep Retrofit	84%	3.7
7	D	Detached Single Storey, 1,000 Sq ft, with no basement or AC	1950	1426, 6%	Deep Retrofit	81%	5.8
8	H	Row House, Two-storey, 1,800 Sq ft, with no basement or AC	1980	15, <1%	Deep Retrofit	81%	3.0
9	C	Detached Single Storey, 1,000 Sq ft, with no basement or AC	1995	396, 2%	Deep Retrofit	80%	3.2
10	A	Detached Single Storey, 1,000 Sq ft, with basement and no AC	1980	846, 4%	Deep Retrofit	80%	5.6

As expected, older homes due to building envelop construction generally consume more natural gas for heating and thus provide a higher potential for GHG emission reduction through deep energy retrofits. The technical potential for energy savings in Sault Ste. Marie is clear and viable. This technical potential must be overlayed with the financial capability, payback associated with the capital cost to implement the upgrades, and the necessity to make changes.

From the perspective of an economic feasibility and potential to implement energy upgrades across homes in the City, we first looked at a homeowner's financial feasibility to implement upgrades. A homeowner's financial capability is primarily driven by household income, net worth, debt capacity, and upgrade cost to current home value ratio. The financial payback of the upgrades is simply the estimated lifetime savings from the upgrade relative to the cost to implement the same. These factors to a large

extent drive consumer behaviour to invest in upgrades. A key driver is that energy equipment upgrades often become a necessity when they breakdown or reach the end of useful life. However, it is important to note, that end of useful life decisions, although financially more attractive for energy efficiency optimization, are often emergency repairs resulting in the installation of the most readily available equipment which tends to be less efficient. Although, not fully examined in the scope of this report, it is unlikely that the end-of-useful life approach will fulfill the emission reduction goals of the Net-Zero Strategy.

In assessing the cost-benefit analysis of implementing energy upgrades, the capital cost of various measures included within the two Retrofit Packages, namely the Light and Deep Energy Retrofit, was estimated. Estimated cost were based on secondary research of available market data. Given that the cost of implementing a measure, which is based on the equipment cost and labour, varies depending on the home size, age, quality of construction, customer preference for features and finishes, as also the fact that market costs may still be impacted by recent supply chain disruptions, we used a range of costs for each measure representing a low and high cost of the measure upgrades. For example, the full cost of a deep retrofit can range from \$20,000 to greater than \$50,000 depending on the home size, age, quality of finishes and added features. Similarly, the full cost of light retrofit could range from \$5,000 to greater than \$30,000 for a home.

Benefits of the energy upgrade in the form of energy savings were calculated based on the modeled energy savings for each Archetype and the selected Retrofit Package; with energy costs for electricity and natural gas consumption being sourced from the OEB and Enbridge data. Cost-benefit analysis was undertaken for each Archetype to ground the analysis on the City's housing stock. The results are presented in the form of simple payback in years to the investment cost for the selected Retrofit Package for given Archetype derived from annual energy savings due to the reduced energy consumption. In all, payback periods for all 48 combinations of building Archetypes, Age Bins and Retrofit Packages were assessed. As such, the cost of energy in Ontario when compared to higher energy cost jurisdictions such as Europe does not make a good case for offsetting the higher investment cost for deep retrofit through energy savings. Retrofits that provide higher energy savings and GHG emission reduction often result in longer pay back periods. The table below provides as an example of the simple payback periods from implementing retrofit packages in Archetype A – detached single storey homes, with a basement and no central air conditioning. Investment costs for the retrofit packages were compared to the average assessed value of the homes in the Archetype as a broad indicator of the viability of the financial investment to a homeowner. Higher GHG emission reduction from deeper retrofits of older homes come at a significant upfront cost and longer payback periods to recover the investment- which exceeds the average duration of home ownership in Ontario presenting a barrier to the uptake of such energy retrofits.

Exhibit 2. Retrofit Costs and Payback Periods for Archetype A

Age Bin (Representative Year)	Average Home Assessed Value	Retrofit Package	Estimated annual Energy Cost Saving	Estimated Retrofit Costs (Low End)	Payback Period, years (Low End)	Retrofit Costs (High End)	Payback Period, years (High End)
1950	\$182,000	Light Retrofit	\$1,000	\$6,700	6.6	\$23,000	22.8
1950		Deep Retrofit	\$1,200	\$11,000	8.6	\$29,200	23.0
1980	\$210,000	Light Retrofit	\$840	\$6,700	8.0	\$23,000	27.4
1980		Deep Retrofit	\$970	\$9,500	9.8	\$26,200	27.0
1995	\$241,000	Light Retrofit	\$640	\$6,700	10.5	\$23,000	36.2
1995		Deep Retrofit	\$540	\$9,500	17.6	\$26,200	48.5

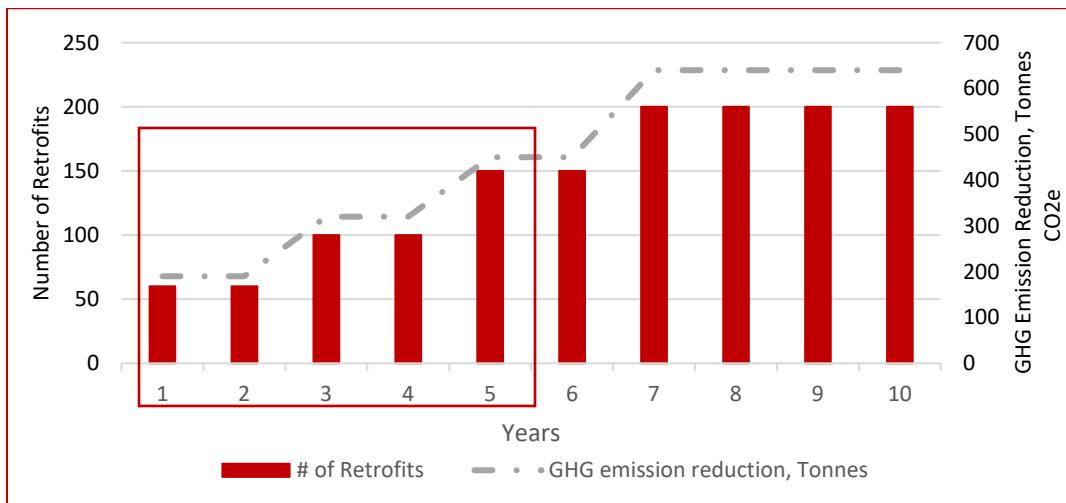
An assessment of the likely uptake of CEF home retrofit programs was estimated by using published results from similar programs in Canada. Cities that have implemented CEF programs have estimated a market penetration of 0.7% of the housing stock in the first few years. A market penetration rate of 0.30% in the first year, increasing gradually to 1% in 7 years was applied across the modeled building Archetypes in Sault Ste. Marie. Such an approach would allow for the development of the competencies and the infrastructure required to transform the market for larger scale CEF program implementation.

The results suggest a range of 60 homes being retrofitted in the first year increasing to 150 homes by the fifth year, with a total of about 500 homes being retrofitted in the 5-year period. The uptake of Retrofit Packages being implemented was estimated to be 80% of Light Energy Retrofits and 20% of Deep Energy Retrofits. The GHG emission reduction forecast to be achieved over a 10-year period is aligned with the City's objective of achieving reduction of 5% in community⁸.

This forecast of program uptake and annual volumes is subject to final program design details, availability of GMF funding, energy prices, the cost of the retrofits, and many macro-economic considerations like interest rate trends, inflation, consumer confidence, and economic growth.

⁸ Although the Plan states a GHG reduction of 5% of Community Inventory between 2020 – 2030, for this analysis the time period is assumed to be next 10 years i.e. program launch to 10 years.

Exhibit 3. Estimation of Program Uptake, Home Energy Retrofit



Estimation of Program Uptake for First Five Years, Home Energy Retrofit

Year	% of Total Homes Retrofitted	# of Retrofits ⁹	GHG emission reduction, Tonnes CO2e	Cumulative GHG emission reduction, Tonnes CO2e	Estimated Investment Cost for Retrofits ¹⁰
1	0.30%	60	190	190	\$1,194,000
2	0.30%	60	190	380	\$1,194,000
3	0.50%	100	320	700	\$1,990,000
4	0.50%	100	320	1,020	\$1,990,000
5	0.70%	150	450	1,470	\$2,985,000
Year 5 Total	2.30%	470	1,470	1,470	\$9,353,000

Review of Existing Programs

Despite the untapped potential for energy savings in home, market adoption of energy retrofits has been low. The common barriers that prevent the higher uptake of home energy retrofits include the following:

- Affordability of upfront retrofit costs. Access to capital and the uncertainty of recovering the investment cost due to longer payback periods of deep energy retrofits within the duration of home ownership, often present barriers to uptake of energy retrofits
- Limited understanding of benefits of home energy retrofits, challenged by a lack of understanding of energy efficiency measures and difficulty in securing good quality contractor services
- Split Incentives between landlords and tenants

⁹ Assumes 80% are Light Energy Retrofit and 20% are Deep Energy Retrofit

¹⁰ Assumes capital cost is \$13,900 for Light Energy Retrofit and \$43,800 for Deep Energy Retrofit.

- Limitations in local contractor network capacity and skills

Policymakers and regulators have a mix of tools to address some of the barriers to higher uptake of home energy retrofits. Incentive programs implemented by utilities, governments and their agencies typically provide incentives to market participants to reduce the higher cost of equipment upgrades and include outreach/marketing elements to address gaps in information about energy efficiency. A summary of incentive programs available to homeowners to undertake energy retrofits is provided within the report. The IESO, Enbridge Gas, CMHC, NRCan and OEB currently have programs available to homeowners in Sault Ste. Marie.

Enbridge Gas's HER Plus Program developed through a new partnership between Enbridge Gas and Canada's Greener Homes Grant offers enhanced rebates for deep energy retrofits.

Realizing the need for significant uptake of home energy retrofit required to meet Net Zero targets, many municipalities have taken the leadership role in accessing and providing funds for deep energy retrofits. Ontario municipalities are positioned to address some of the barriers such as through Local Improvement Charges that enable conservation measures to be tied to the property. Municipal programs often include program advisory services through energy coaches to provide expert advice on measures. A description of the current programs offered by the municipalities of Ottawa, Kingston, and Durham Region is provided in the Landscape Assessment Report.

Review of Regulatory Framework

Ontario has passed enabling legislation to allow LIC/PACE financing to be used for building energy efficiency retrofits or renewable energy installation through O.Reg.586/06 *Local Improvement Charges – Priority Lien Status*. LICs are special temporary charges added to a property tax bill to pay for improvements that benefit property owners. O. Reg. 322/12 that amended O.Reg 586/06 permitted municipalities to finance energy efficiency works and renewable energy works on private property through a loan with property owners paying back such loans over time with the amount of loan being secured through the property tax. The loaned amount can include the full cost of delivering the program including the administration costs and interests on the loan.

Under Ontario Regulation 599/06: *Municipal Services Corporations* a municipality may establish a corporation to offer a system, service, or product that a municipality may offer in accordance with the Municipalities Act. Some municipalities have considered establishing a Municipal Services Corporation (MSC) to manage a LIC program as an option in their Feasibility Studies, although a MSC to implement Home Energy Retrofit Program is yet to be established in the province.

On-bill financing refers to a loan made by a utility to a customer (such as homeowner) to pay for energy efficiency improvements at the customer's facility (e.g. home). Loan

payments are collected by the utility on the utility bill until the loan is repaid. On-bill repayment, on the other hand, refers to a program where a third-party lender (private or public) provides and underwrites the capital themselves, and utilizes the utility bill repayment mechanism instead of its own collection mechanism.

In Ontario, LDCs are permitted to provided on-bill financing as a service for electricity conservation and load management measures. Under regulations made to amend Section 71(1) of the OEB Act that generally prohibits an electricity distributor (LDC) from carrying on a business activity other than the distribution of electricity, an LDC can provide on-bill financing for electricity conservation and load management measures. However, there has not been any uptake of utility on-bill financing by LDCs. Essex Energy Corporation has been funded a project by GMF to study the feasibility of providing a utility on-bill financing program for residential electricity customers. If implemented, this program would be one of the first utility on-bill financing programs in Ontario¹¹.

¹¹ Green Municipal Fund, accessed Feb 2023 [Project Details . GMF project database \(gmf-fmv.ca\)](#)

3 EVALUATION OF FINANCING MODELS

3.1 Goals for Community Financing Programs

The Green Municipal Fund (GMF) distinguishes three financing models based on how the loans are repaid. The three financing models are property tax (LIC), utility bill, and third-party direct lending. The GMF has stated its goal to catalyze LIC and third-party financing in particular. When evaluating these models, the choice requires balancing the community's goals for the financing program and their internal capacity constraints. This section provides a high-level evaluation of the three GMF-endorsed funding models, providing context for Sault Ste. Marie (SSM) in terms of:

- Goals for community financing programs
- Funding sources for community financing programs
- Key roles in delivering community financing programs
- Input from Sault Ste. Marie

The section concludes with a discussion and some preliminary recommendations on the most promising financing models to take forward to the GMF-funded program design study.

Most community energy efficiency financing program begin with a goal. As noted previously in this report, in December of 2020, the City Council of the City of Sault Ste. Marie unanimously approved the Greenhouse Gas (GHG) Reduction Plan 2020-2030. This plan included a target of net-zero community emissions by 2050, with interim GHG reduction targets of 5% community and 10% corporate emissions by 2030.

Targeted financing programs can help achieve community emission reduction goals. Exhibit 4 shows a spectrum of common strategies community energy efficiency financing programs use to achieve those goals.

Exhibit 4. Common Strategies for Community Energy Efficiency Financing Programs

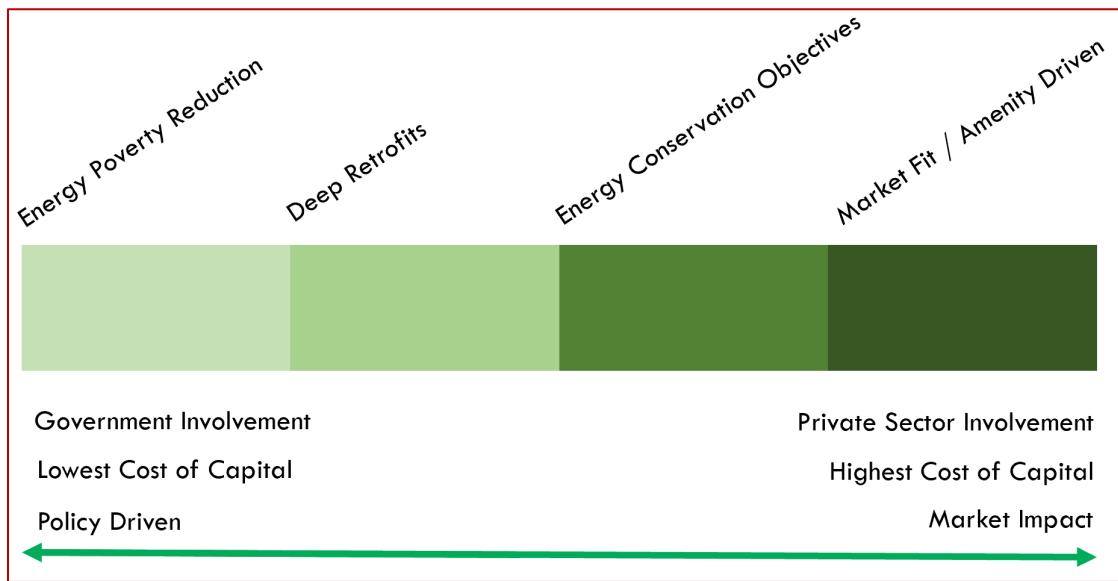


Exhibit 4 shows how the city may choose to play a greater role in program delivery or seek to leverage private sector expertise and capital. For example, a goal to reduce energy burdens in the community requires significant government support. The goal goes beyond GHG reductions in pursuit of broader policy goals, typically achieved by targeting specific measures with careful risk allocation between funders and participants. Capital deployment is rarely a key performance indicator when lowering energy burdens, the emphasis is instead on financial savings, comfort, and well being. Deep retrofits are another common policy objective that may require the patience of a government-funded entity.

Energy conservation programs are further to the right in Exhibit 4, where utilities often invest in energy conservation measures instead of additional energy supply or distribution upgrades (utility investments may also further government mandates for decarbonization.) Energy conservation programs often target low-cost, high-impact measures in as many homes as possible. Lastly, market driven measures rely on influencing existing home retrofit behavior. Almost one-third of households undertake some form of home improvement each year, but most renovation projects are amenity focussed and small (\$10-15,000). Bundling energy efficiency measures alongside more desirable amenity-home improvements could improve program uptake.

3.2 Funding Source for Community Financing Programs

As noted in section 5.1 of the Landscape Assessment Report, the common barriers from a financing perspective to adoption of home energy retrofits include the following:

- Affordability of upfront retrofit costs. Upfront costs for energy retrofit, particularly deep energy retrofits, can be high. Payback periods for investments in retrofit often exceed the average homeownership duration. There is an

uncertainty of knowing the added home value from energy retrofits that can be realised at the time of sale. As a result, the risk of not being able to recover the cost of the retrofit investment presents a barrier to uptake of energy retrofits. For loan programs, current indebtedness is a major barrier. If homeowners have already in debt, they are less likely to take on more debt. According to the StatsCan's 2019 Canadian Financial Capability study¹², 40% Canadians have mortgages, and the number increases to 88% for homeowners between 25 and 44 years old. 8% of Canadians reported being in financial trouble at the time of the StatsCan study and it is anticipated that this percentage will rise due to the impact of rising interest rates

- Limited understanding of benefits of home energy retrofits, challenged by a lack of understanding of energy efficiency measures and difficulty in securing good quality contractor services. A large number of deep energy retrofits require upgrades to mechanical systems (HVAC) which are perceived to be complex. The challenge of finding adequately skilled and trained contractors with building science and energy efficiency experience acts as a barrier for homeowners taking up such projects
- Split Incentives between landlords and tenants. As indicated earlier with 32% of homes being rental properties, the issue of divided incentives is an essential factor. Landlords will be hesitant to invest the money to minimise energy use unless the investment could be covered by rent increases. In homes where the tenants pay the energy bills, tenants benefit from the energy savings and other non-energy benefits of a retrofit project, whereas the investment cost are borne by the landlord. Rent control regulations govern and set limits to rent increases so it would be hard for rental properties to participate energy efficiency programs

Home renovations are capital intensive projects. Every year one-third of homeowners will undertake some form of home improvement. Most will rely on savings, followed by unsecured and then secured loans, which was supported by a SSM stakeholder survey. Community financing programs offer rebates and loan capital generous terms to incentivize energy efficiency renovations. In the short run (within 5 years), there are two practical funding sources available to SSM, namely, borrowing from the GMF or partnering with local lenders or credit unions. A long-run (10-20 years) transition to net-zero community emissions will require private sector financing.

The GMF offers up to \$10M in funding to capitalize community energy efficiency financing programs¹³. GMF offers promotional financing terms, either directly through lower interest rates or indirectly by sharing risks through a loan loss reserve. Promotional financing rates can double or triple initial program participation. However,

¹² Financial Consumer Agency of Canada. *Canadians and Their Money: Key Findings from the 2019 Canadian Financial Capability Survey*. Retrieved from [Canadians and their Money: Key Findings from the 2019 Canadian Financial Capability Survey \(canada.ca\)](https://www.canada.ca/en/financial-consumer-agency/canadians-their-money-key-findings-2019-canadian-financial-capability-survey.html)

¹³ Green Municipal Fund. [Community Efficiency Financing Application Guide \(fcm.ca\)](https://fcm.ca/en/Community-Efficiency-Financing-Application-Guide)

communities must plan for the next wave of projects when subsidized capital is no longer available.

Community financing programs can partner with a local lender to deploy capital from its balance sheet. There is no limit on private capital so long as there is demand. The challenge is whether the cost of capital will be low enough to motivate households to participate in the program. The primary method, in Canada, for improving loan terms is to offer a loan-loss reserve. A loan loss reserve is a credit enhancement that ensures the lender will be only partially liable for losses in the event of missed payments. Loan loss reserves can improve credit access, increase loan terms, and lower borrowing costs. The GMF offers a maximum of \$2 million in a credit enhancement pledged to support third-party financing (subject to conditions)¹⁴.

3.3 Roles in Community Financing Programs

GMF endorses three financing models differentiating them based on how the loans are repaid, namely through property taxes, utility bills, and third-party direct lending. A financing model is a template representing the roles required, or jobs to be done, when delivering a financing program. Loan repayment is just a factor to consider when evaluating models. There are five public-facing roles all financing programs must fill:

- Loan capitalization: How will the program be funded?
- Loan underwriting: How will loans be vetted for approval?
- Loan servicing: How will loan capital be distributed and collected?
- Program administration: Who will market and deliver the program?
- Industry outreach: How will industry, such as contractors and auditors, be supported?

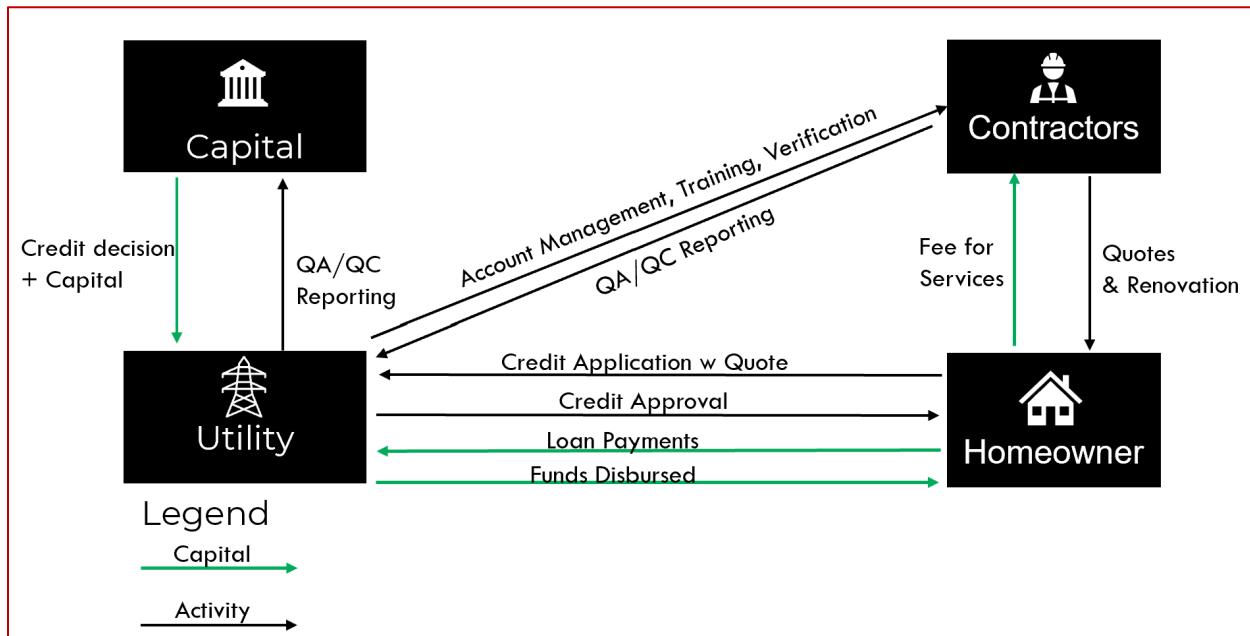
Each of the five roles in program delivery must be carefully assessed by communities weighing their internal capacity requirements and funding support needs. In the following sections, each of these five roles will be described by how they are commonly carried out in property tax, utility bill, and third-party direct financing programs.

3.4 Utility Bill Financing

Ontario permits on-bill financing throughout the province (see section 6.5 of the Landscape Assessment Review). Exhibit 5 shows a typical layout for a utility-bill financing program. The utility makes an agreement with a capital provider (i.e., a city or credit union) to capitalize a loan program. Households apply for capital to finance home improvements that qualify for funding. If approved, the program will deploy some capital upfront and the remainder upon completion. The utility will then collect loan payments alongside other payments, remitting the scheduled amounts to the capital provider.

¹⁴ [Community Efficiency Financing Application Guide \(fcm.ca\)](http://fcm.ca)

Exhibit 5. Utility On-Bill Repayment



Loan Servicing: The most recognizable feature of utility bill financing is on-bill loan collection. The loan balance is reported alongside other utility charges and collected on the same billing cycle. If the utility has sophisticated billing infrastructure in place this is a boon to delivering a community financing program.

Loan Capital: There are two models for utility bill financing, on-bill repayment and on-bill financing. The difference comes down to how the program is capitalized. With on-bill financing, the utility raises capital on its own balance sheet to deploy the capital. On-bill repayment is when the utility collects and remits capital deployed by others. The source of on-bill repayment funds could be public agencies, cities, or credit unions. Going forward, assume the utility bill financing refers to on-bill repayment.

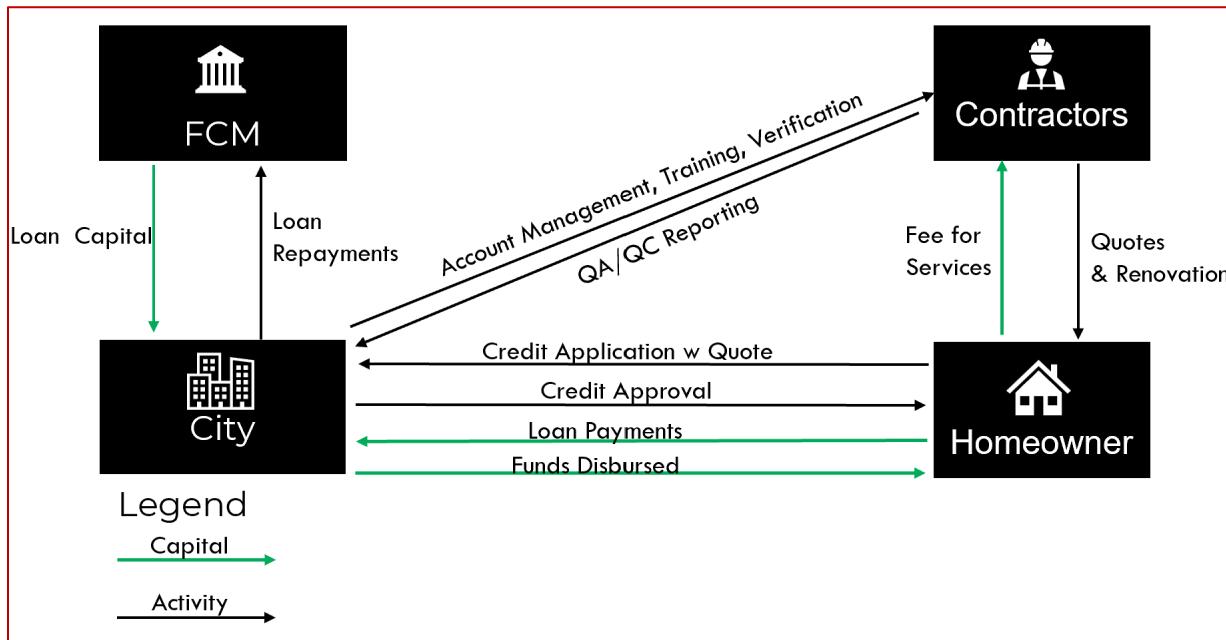
Loan approvals: When approving the loan, the utility may approve financing prescriptively for a small set of cost-effective measures or they might partner with a financial institution. Partnering with a financial institution allows for sophisticated and rapid risk assessments on borrowers, typically involving credit history scores and debt-to-income.

3.5 Property Tax Financing

Ontario permits financing property improvements through property tax or Local Improvement Charge (LIC) (see Landscape Assessment Review Reg. 586/06 596/06). Exhibit 6. shows a typical layout for a LIC financing program. The city makes an agreement with a capital provider (i.e., GMF or a credit union) to capitalize a loan program. Households apply for capital to finance home improvements that qualify for

funding. If approved, the program will deploy some capital upfront and the remainder upon completion. The city will then collect loan payments alongside other payments, remitting the scheduled amounts to the capital provider.

Exhibit 6. Property-Tax Repayment



Loan servicing: Remitting and collecting loans over decades requires modern billing infrastructure systems. Early discussions with city-staff should explore process bottlenecks and system upgrade requirements. Fortunately, GMF offers funding support to modernize billing systems to operationalize LIC financing.

Capital sourcing: The city will typically borrow funds from another government entity (such as GMF) but can bootstrap additional funds from credit unions and other private sources. The government has a very low risk of default, allowing for loans with very low interest rates over long-term time horizons. Cities, and city owned utilities and municipal corporations, can currently borrow up to \$10M from GMF.

Loan approval: Loan approval requires the homeowner to own the property, have no tax arrears, and sufficient home equity (20% typical). Final approval is contingent on mortgage lender consent. LIC loans can take primary position on the property before mortgage providers, which may be prohibited by loan covenants. Best practice is also to include additional ability-to-pay tests, such as a debt-to-income assessment. Afterall, a homeowner may qualify for financing but be unable to pay due to other existing loans and obligations.

3.6 Third-Party-Direct Financing

Third-party-direct financing programs have the private sector take a leading role. There are no regulatory requirements and some credit unions already offer promotional financing on green household improvements. In general, third-party-direct financing programs work best when cities cooperate with local lenders to achieve common goals. Communities rely on local lenders for capital sourcing, collection, and approvals, focussing instead on marketing, industry relationships, and quality controls.

Exhibit 7. Third-Party Direct Financing

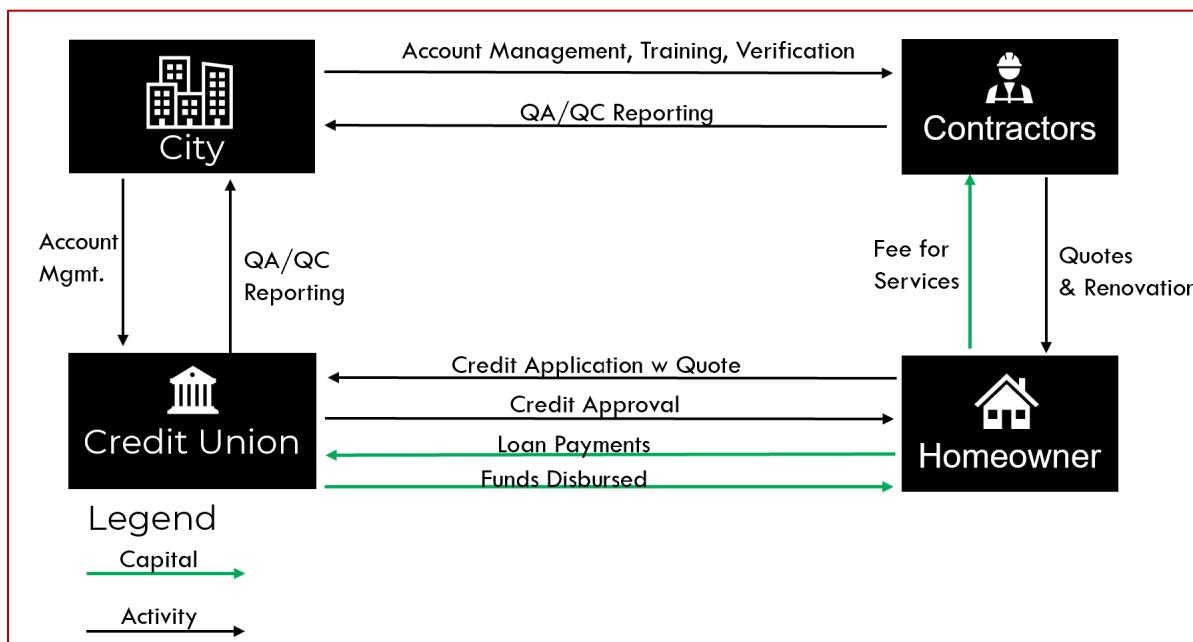


Exhibit 7. shows a typical layout for a credit-union financing program. The credit union makes an agreement with the city to provide capital towards public goals in exchange for marketing support, subsidy or credit enhancement tool. Households apply for capital to finance home improvements that qualify for funding. The credit union will apply its existing loan approval systems to each loan. If approved, the credit union will then collect loan payments alongside other payments using its existing loan servicing infrastructure.

Loan servicing: Credit unions and financial institutions typically have sophisticated servicing and billing systems in place. Credit unions also have staff to assist with fund disbursement and application questions.

Capital sourcing: Credit unions rely on funds using their own balance sheet. Although it is possible for communities to borrow a pool of funds the credit union would then lend out on their behalf. Financing programs often employ credit enhancements, such as

loan loss reserves, to lower the consequences of default to borrowers. This facilitates higher approval rates, lower interest costs, and longer loan terms.

Loan approvals: Credit unions apply rigorous assessments of risk before approving loans. Approvals typically balance historical willingness to pay (credit score) and ability to pay (debt-to-income). If the loan is going to be secured, then collateral or home equity tests may also be used.

4 PROGRAM DELIVERY MODELS

The program administrator is the entity in charge of program success or failure. It takes the mandate, builds the relationships, and develops the program infrastructure needed to deliver financial services. At a minimum the program administrator must:

- Manage industry relationships (contractor recruitment and vetting)
- Provide renovation guidance (in-house counsel or facilitate home energy evaluation with NRCan approved auditors)
- Application processing and documentation (contract templates, customer contact, record keeping, legal agreements)
- Marketing and outreach (website, program awareness, channel partners)
- Implement quality controls (fraud detection, surveys, site visits)

Cities can choose to deliver the financing program internally or externally. The choice is driven by city preferences, capacity, expertise among program partners, and funding availability. Exhibit 8 shows, at a high level, four common delivery ways communities choose to delivery financing programs.

Exhibit 8. Internal and External Financing Programs

	INTERNAL		EXTERNAL	
	City	MSC*	Utility/Affiliate	Delegate
Ownership	City owns 100%	City owns 90% <small>*Municipal Services Corporation</small>	City outsources	City outsources
Benefit	Control, Trust	Liability Mgmt.	Expertise, Channel	Expertise, Efficiency
\$ Consideration	Internal Staff	NewCo. Costs	New business line	Fee for Service

The advantage in delivering financing programs internally is that it signals to the community public ownership, accountability, and trust. Internal programs can be managed in-house or through an arm's length municipal services corporation. The advantage of a municipal service corporations is its ability to transfer some of the liability to the new entity. Internal delivery requires city staff time and resourcing, although the creation of the new corporation will increase start-up costs.

Outsourcing programs to external delivery partners provides access to expertise, economic efficiencies, and new market channels. Utilities have considerable expertise in energy conservation programs and may already have staff committed to delivering programs. If no staff is in place, it is tantamount to the utility offering a new line of business. Cities can also partner with program specialists to deliver financing programs.

Energy efficiency and financing program specialists may have operated, or currently operate, financing programs providing institutional knowledge and fast delivery.

4.1 Program Delivery Costs

Enerva developed a bottom-up budget for the three priority financing mechanisms, shown below in Exhibit 9. These are high-level estimates based on the number of hours required and would require further refinement during the program design phase.

Exhibit 9. Budget Comparison for Municipal Financing program

Budget - 4 Years (\$CDN)	Local Improvement Charge	Utility Repayment	Third-Party Financing			
Marketing and incentives	100,000	7%	100,000	9%	100,000	13%
FTE Cost	800,000	53%	400,000	36%	400,000	50%
Web Portal / IT Support	150,000	10%	150,000	14%	150,000	19%
Billing System Upgrade	300,000	20%	300,000	27%	-	0%
Legal & Contracting	150,000	10%	150,000	14%	150,000	19%
Total Cost	\$1,500,000	100%	\$1,100,000	100%	\$800,000	100%
Cost to City (20%)	\$300,000		\$220,000		\$160,000	
FCM Grant (80%)	\$1,200,000		\$880,000		\$640,000	

For all financing programs, the largest cost is associated with Full Time Employees (FTE). LIC and utility repayment may require investment in upgrading the billing system to facilitate loan servicing. The cost of a billing system upgrade was not assessed during the feasibility study, these numbers are purely for consideration based on the experience of other community programs. The differences in cost between the three programs are as follows:

- LIC Financing: The greatest cost requiring internal staffing for operations as well as a possible upgrade in property-tax billing infrastructure.
- Utility Repayment: One FTE is housed within the City and another is supported by the utility, which may or may not require a billing system upgrade.
- Third-party financing: Requires one community liaison at the City to move the program forward and providing marketing supports. The utility requires no billing system upgrades.

In all cases, Enerva assumes a four-year budget could see up to 80% of its costs supported by GMF. The ability to leverage municipal funds greatly increase program reach and resources.

4.2 Industry Outreach

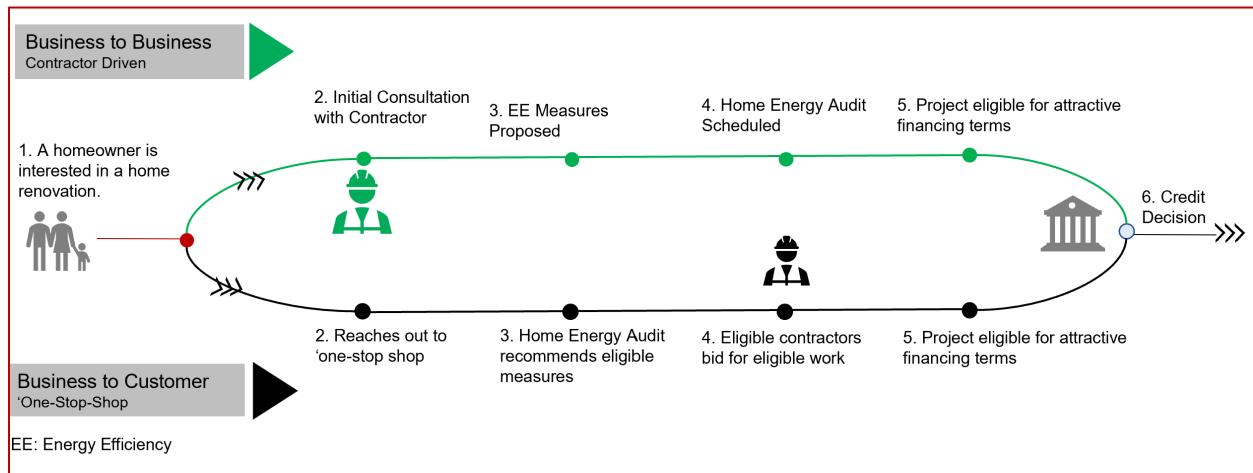
Regardless of the repayment mechanism chosen, programs must develop strong relationships with industry , sometimes referred to as trade allies (contractors, equipment suppliers, consultants, trades). Program success may hinge on the benefit to

industry as well as homeowners. Most financing programs rely one of two models for engaging with industry to create market uptake:

- *Business-to-Business (B2B)* programs rely on industry being the first point of contact with the customer.
- *Business-to-Customer (B2C)* programs market directly to households and later pass on projects to industry.

Exhibit 10 below shows B2B and B2C approaches to engaging with households. B2B relies on households using existing market channels, where contractors introduce energy efficiency measures to be reinforced by energy audits and promotional financing. B2C market directly to homeowners to capture those interested in energy efficiency renovations, guiding them to specific measures through audits, and then introducing them to qualified trades.

Exhibit 10. B2B and B2C Approaches



The role of the program administrator takes a different approach in B2B and B2C approaches. B2B program administrators support contractors by offering shared marketing resources, promotional to help incentivize low-carbon projects, and retrofit advice to support contractor recommendations. B2C program administrators do much of the customer 'hand holding,' walking households through their renovation journey before introducing them to qualified contractors and trades. Some B2C programs are known as 'one-stop shops' due to their tendency to lead with information and renovation services to close any gaps in the home retrofit journey.

Both approaches have their advantages and shortcomings. B2C or one-stop shops have struggled with uptake, with most shops working with hundreds of households to convert on a handful of retrofits. B2B programs must work to convince industry to take-up the mandate, as many contractors are 'quite busy enough' without upselling energy efficiency work.

The decision on B2B or B2C is best made during the program design stage, validating assumptions through interviews with industry and households.

5 EVALUATION OF FUNDING MODELS REVIEWED

Enerva hosted a workshop in November of 2022 to receive feedback from the City on its internal capacity to support each financing model. The City was open to all three options, with representatives from local credit unions and PUC Services Inc. available (PUC Services is its wholly owned utility affiliate). Each model was discussed in detail and the discussion closed with a summary contrasting each financing model (see Exhibit 11).

Exhibit 11. Contrasting Financing Models

3 rd Party Direct	Utility bill	Property tax
<p>Unsecured Private capital Ability to Pay + Credit Score Direct debit from bank account</p> <ul style="list-style-type: none">• Most popular financing product for home renovations• Will people find 5-9% financing attractive enough to motivate their participation?• Ability-to-pay and credit score fastest and robust, can approve non efficiency renos, but will screen borrowers• Direct debit is how most loans are repaid	<p>Unsecured City borrows or private capital Bills + prescriptive measures Utility collects on monthly bill</p> <ul style="list-style-type: none">• Long track record outside Ontario (regulatory hoops)• Cost of funds depends on its source – government capital will be cheaper than market• Capital often targets widespread adoption of low-cost but easy to adopt measures• Utility bills can show benefits of ‘pay as you save’	<p>Secured City borrows Tax history + home equity City collects on property taxes</p> <ul style="list-style-type: none">• Tax LIC market evolving in Canada, US market peaked in 2016• First round of subsidized capital will move quickly (0-3%), next round may be more costly (+6%)• Severe consequences in event of default requires strict safeguards + ability-to-pay test• Pay as a new line item on property taxes

During the engagement, three key issues arose that determining the recommendation between third-party, LIC, or utility bill financing.

- The City expressed limited appetite for the risks associated with capitalizing and servicing loans through its property tax system. This was viewed as requiring the greatest commitment of resources and risk on behalf of the city.
- Rising interest rates led to concerns over the desirability of offering unsecured loans through third parties, such as credit unions. City representatives requested an opinion from Enerva on the desirability of loans based on funding sources in Canada:

While all three models have demonstrated significant uptake in the North America, the funding sources to capitalize financing programs in Canada do favor some models over others. Namely, GMF’s offer of low-cost capital will make LIC and utility bill financing more attractive than third-party direct financing. Third-party direct financing programs that partner with credit unions can access a loan-loss reserve, but in the current

interest rate environment it will be difficult to match the low-cost terms being offered by GMF or through the Canadian Greener Homes Loan.

- Utility engagement and willingness was significant throughout the consultations. PUC was not discouraged by regulatory requirements, and with funding support, could leverage its servicing infrastructure and energy conservation programming to aid the program.

Given the City's goal of progressing towards its net zero targets, the current interest rate environment does favor LIC or utility bill funding options over third-party direct financing. With the PUC's willingness to support a city-led financing program favors the choice of on-utility bill financing program.

Recommendation for on-bill financing by PUC Services Inc.

PUC Services Inc. (PUC) is a wholly owned private company of the corporation of the City of Sault Ste. Marie. PUC Services has indicated its willingness to participate in a city supported financing program. In this option, the City could lead or the PUC Services could apply to GMF for funding as a Government Partner with the City. The City could borrow the low-cost funds from GMF to capitalize a program administered by PUC Services relying on its staff and billing infrastructure. Applicants would be able to repay loans as part of their bill. In the long run, the program could continue by borrowing from private lenders.

6 STAKEHOLDER ENGAGEMENT SUMMARY

Participation from stakeholders is integral to the success of this project. Community and stakeholder values and knowledge are important in shaping the development of a homeowner retrofit program. To assess the opportunities and barriers for improving home energy efficiency, a homeowners' survey was created to help determine homeowner interest. This was one of the key stakeholder activities.

The survey questions were designed to meet specific objectives within the scope of the project study to investigate the opportunities and challenges that may arise during the development of a residential retrofit program. The survey was conducted from November 4th, 2022, to November 25th, 2022. Additionally, during the active survey window a public informational session was held. The purpose of this session was to inform homeowners on the program study and to respond to any input and questions. The following graphic summarises the key findings analyzed from the results of the survey:

Survey Results

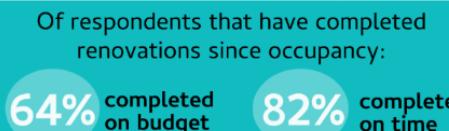
The survey was designed to understand the opportunities and challenges that may arise during the development of a home energy efficiency program for homeowners in the City of Sault Ste. Marie. The following highlights the findings from the results.

Survey Period

**November,
2022**

Way of collection

Survey link in:
Media release, News
outlet, Email list, Social
media post & Information
session

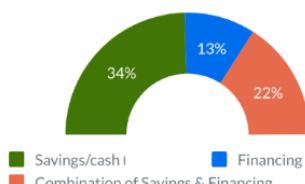


Top 5 completed home renovations:

1. Minor (painting or aesthetics)
2. Bathroom
3. Kitchen
4. Basement
5. Plumbing



Respondents preferred payment options for home renovations



Information, support and/or resources needed to complete home energy improvements

1. Financial support
2. Trusted source of information
3. Assessment of financial payback

50% respondents are considering a home renovation

39% are not considering a home renovation

11% did not respond

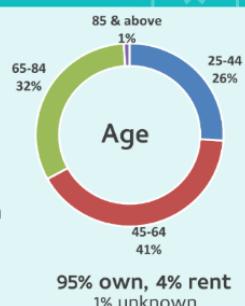
Respondents

Total number of respondents

109

Total survey completion rate¹

75%



Top reasons respondents consider home renovation:

- Save on energy costs/ utility bills
- Comfort of your home
- To be more eco-conscious

Do you think your home uses more or less energy than a home of similar size in Sault Ste. Marie?



Less



About the same



More

15%

29%

33%

11% responded "Don't know"

12% responses unknown

According to respondents, the following would encourage to undertake a home energy retrofit:



1.
Government grants & incentives



2.
Financing

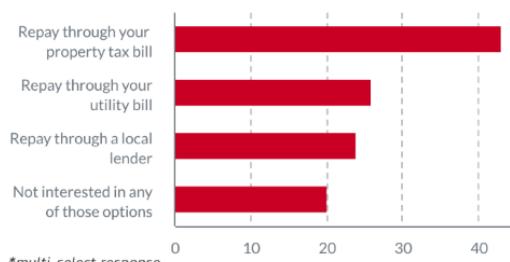


3.
Finding a contractor



4.
Information

Interest in repayment options if offered by the City*



¹Percentage of fully completed surveys

The key takeaways from the stakeholder engagement demonstrated community support and interest in a home retrofit program and potential financing opportunities. The homeowner survey results showed of the 54 respondents considering a home renovation in the near future, 80% would consider improving their home's energy efficiency within the scope of a home renovation.

Feedback from local contractors showed the interest in providing services to an energy efficiency program though current participation is low. While there is the capacity to complete projects in a timely and efficient manner, it was emphasized by the trade associations that current market demand for general renovations is high. Hence, contractors' demand is high, and they are too busy to participate in training and educational programs to develop specific skills in energy efficiency measures. Another important factor has been the inflation and volatility of material costs in the current market.

The barriers identified during the key stakeholder engagement activities include:

- Local contractor facing time constraints to complete retrofits and participation in available training to acquire skills
- The lack of energy auditors in the Sault Ste Marie community given current demand and anticipated increased demand to meet CEF program requirements
- The survey results illustrated homeowners are somewhat familiar with their home's building characteristics and energy profile

In context of addressing the challenges and opportunities, the homeowner survey results conveyed the key findings to inform the feasibility study which can be found in the stakeholder engagement report. The stakeholder engagement activities received satisfactory feedback and the report is a key step to fulfilling the outlined stage through the CEF program.

7 RECOMMENDATION OF A PREFERRED PROGRAM

The purpose of the Community Retrofit Financing Program Feasibility Study was to provide information for the City of Sault Ste. Marie to assess feasibility of a local financing program. The feasibility study found significant energy savings potential and opportunity to increase uptake through incentives and promotional financing locally.

The modelling work carried out in the Landscape Assessment suggests a range of 60 homes being retrofitted in the first year increasing to 150 homes by the fifth year, with a total of about 500 homes being retrofitted in the 5-year period. The uptake of Retrofit Packages being implemented was estimated to be 80% of Light Energy Retrofits and 20% of Deep Energy Retrofits. The GHG emission reduction forecast to be achieved over a 10-year period is aligned with the City's objective of achieving reduction of 5% in community.

The stakeholder engagement study found community support and interest in a home retrofit program and potential financing opportunities. The homeowner survey results showed of the 54 respondents considering a home renovation in the near future, 80% would consider improving their home's energy efficiency within the scope of a home renovation. Feedback from local contractors showed the interest in providing services to an energy efficiency program though current participation is low.

In delivering the financing program, the City demonstrated a willingness and ability to employ multiple financing models. However, an on-bill financing program in partnership with PUC Services Inc. provided the greatest opportunity to implement a financing program locally.

The Feasibility Study recommends, the City of Sault Ste. Marie offer a, "on-bill repayment" model of home energy retrofit program administered by PUC Services. We recommend that the city apply to GMF as a lead applicant along with PUC Services for a Program Design Study Grant.

A summary of the Program Design Study Grant offered by the Green Municipal Fund is provided at an Appendix to this Report.

PUC Services Inc. (PUC) is a wholly owned private company of the corporation of the City of Sault Ste. Marie. PUC Services has indicated its willingness to participate in a City supported financing program. In this option, the City could lead or the PUC Services could apply to GMF for funding as a Government Partner with the City. The City could borrow the low-cost funds from GMF to capitalize a program administered by PUC Services relying on its staff and billing infrastructure. Applicants would be able to repay loans as part of their bill. In the long run, the program could continue by borrowing from private lenders.

Appendices

Appendix A: Summary of Program Design Grant

Source: [Community Efficiency Financing: Application Guide \(fcm.ca\)](https://fcm.ca/en/programs-and-initiatives/green-municipal-fund/community-efficiency-financing) accessed May 1, 2023

The Federation of Canadian Municipalities' (FCM) Green Municipal Fund's (GMF) Community Efficiency Financing (CEF) initiative supports municipalities and partner organizations throughout the life cycle of planning, implementing and expanding local programs for home energy upgrades. Specifically, it unlocks new approaches by utilizing innovative financing models, like property assessed clean energy (PACE), utility on-bill financing and third-party lending.

Through a mix of grants, low-interest loans and credit enhancements, CEF encourages innovation through a tailored approach to local programming to address stakeholder needs and community priorities.

CEF is about creating a new financial offering and services to help more homeowners upgrade the energy performance of their homes, through energy-efficiency measures, renewable energy installations, or both. Financing programs are different from rebates or incentives. While a rebate covers a portion of the upfront cost of a home energy audit or specific energy-efficiency equipment, a financing program covers the full upfront cost of the upgrade, and participants pay back the loan over time, often using the energy cost savings resulting from the improvement.

CEF seeks to catalyze two main models, namely:

- Property assessed clean energy (PACE) financing: municipality led program that is enabled by provincial legislation allowing a special charge on the benefiting property that is repaid over time.
- Third-party Lending

7.1 12 Stages of Program Development

The goal of the CEF initiative is to support municipalities and their partners through all stages of program design and implementation. GMF's CEF Application Guide provides a high-level description of 12-stage process and the key milestones associated with each stage of a program.

The first six stages represent key milestones in assessing the opportunity and designing a local program. These activities are supported by funding for feasibility studies and program design studies.

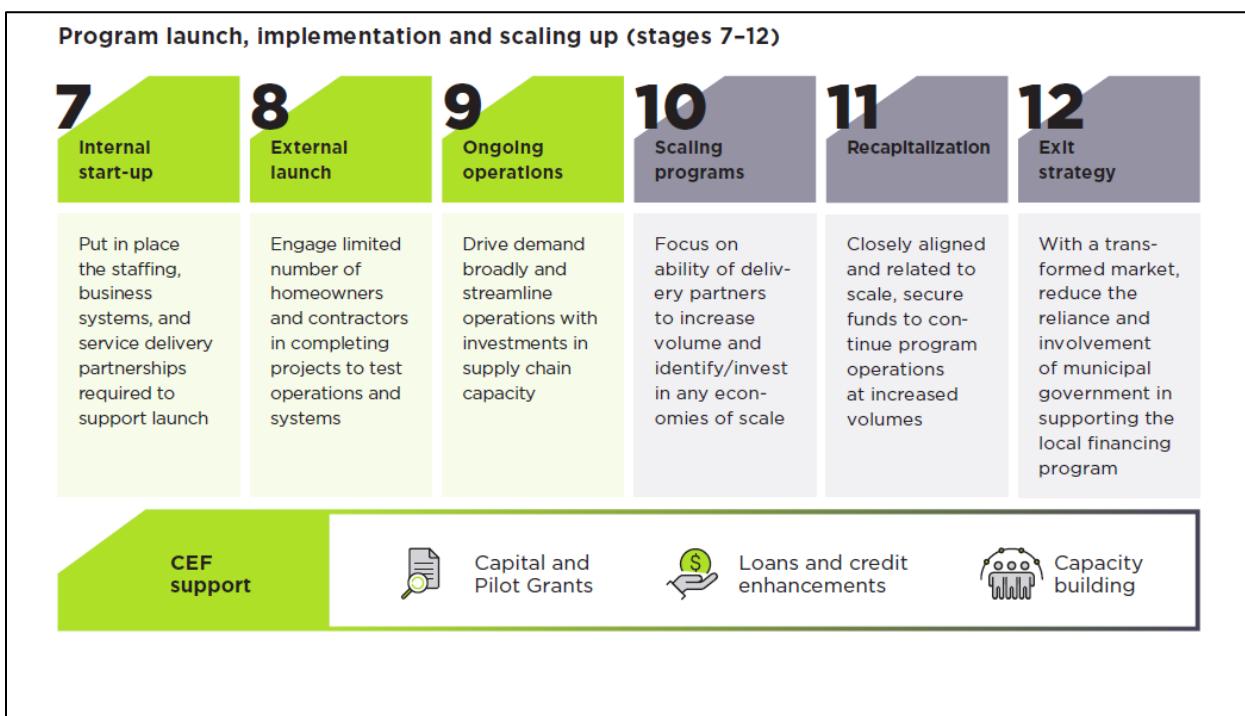
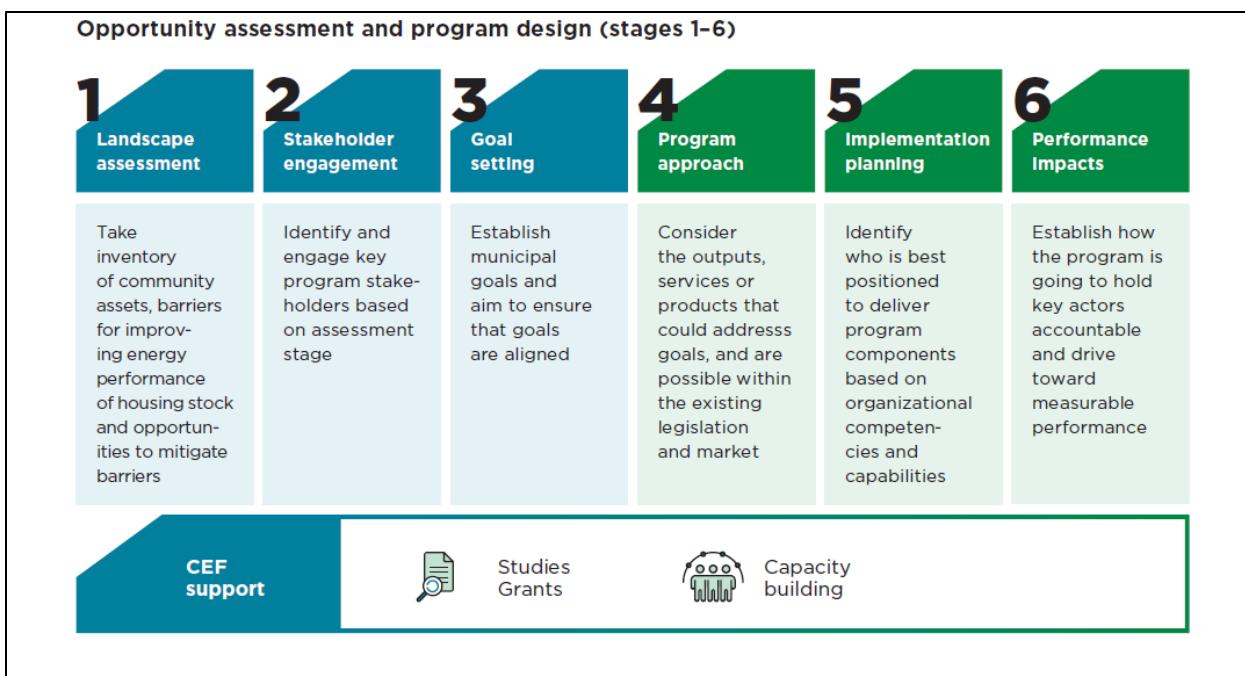


TABLE 1: CEF Funding Offer overview

CEF funding	Details
Study grant	<ul style="list-style-type: none">• Feasibility, program design and program evaluation studies• Grant for up to 80 percent of eligible costs• Up to a maximum of \$175,000
Pilot grant	<ul style="list-style-type: none">• Grant for up to 50 percent of eligible costs• Up to a maximum of \$500,000
Capital program: Loan and Grant – Existing program	Note: Limited funding is available for exceptional proposals that demonstrate clear market transformation potential and are otherwise ineligible under the capital program stream.
Capital program: Loan and Grant – New program	<ul style="list-style-type: none">• Funding for up to 80 percent of eligible costs• Loan up to a maximum of \$10 million• Grant up to a maximum of 50 percent of the loan amount (not to exceed the total start-up and operating costs)
Capital program: Credit Enhancement and Grant – Existing program	Funding for up to 80 percent of eligible costs Up to a maximum of \$2 million in a credit enhancement pledged by GMF to support third-party financing
Capital program: Credit Enhancement and Grant – New program	Applicants must demonstrate a minimum leverage ratio of 5:1 (credit enhancement to third-party capital) Grant of up to \$5 million (not to exceed total start-up and operating costs and not to exceed 50% of total combined third-party financing and start-up/operating costs)

7.2 Program Design Study Grant

This section provides an overview of the Program Design Study Grant.

Funding overview

- Grant for up to 80 percent of eligible costs
- Up to a maximum of \$175,000

Program design studies build upon market intelligence and research, including feasibility studies, by advancing a program design to meet stakeholder needs and municipal priorities. They lay the foundation for a financing program for home energy upgrades by documenting the program parameters to obtain approval by a municipal government. Based on the needs of the applicant, a program design study may address the following design considerations:

- target audience
 - participant eligibility
 - eligible measures list
- funding sources and budgets

- sources of capital funding and administration funding (both start-up and operations).
 - capital and operating budgets
- recommended financing model (PACE, utility on-bill or third-party lender)
 - financing terms and conditions
 - de-risking strategies (e.g., credit assessment, municipal loan loss reserve and partial loan guarantee for third-party lenders)
- program activities
 - program delivery model(s) to be employed
 - a program theory logic model outlining how the program will intervene to address local barriers, generate energy savings, and support market transformation
 - application of the EnerGuide rating system and relevant requirements for program participants
 - integration with other relevant incentive programs
 - consumer-protection measures
 - marketing and communications strategies
 - workforce training needs
- program setup and administration
 - program implementation plan
 - stakeholder roles and responsibilities
 - client journey and application process
 - program process flow diagrams
 - program monitoring and evaluation
- legal and risk issues
 - risk identification and management strategies
 - contracting and procurement

A completed program design study or equivalent is a prerequisite when applying for pilot or capital program funding.

How are applications for program design study evaluated?

Applications to GMF funding are evaluated by GMF staff and third-party peer reviewers.

Evaluations consider application completeness as well as the review of application information assessed against a set of criteria. The evaluation process supports GMF in funding decisions.

GMF will evaluate applications for funding consideration according to the following three criteria:

- Impact: The program has the potential to generate measurable environmental, economic and social benefits for one or more municipalities.
- Implementation: The program is designed holistically by carefully taking into consideration the variables impacting program implementation, such as internal and

external stakeholder engagement, planning, risk management, and appropriate resourcing.

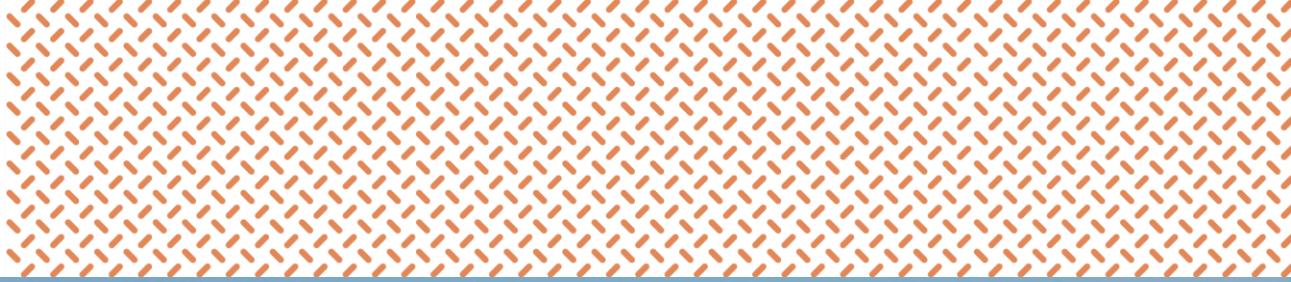
- Transformative potential: The program exemplifies transformative potential through demonstrations or adoption of new and better solutions, with a high likelihood

TABLE: Evaluation criteria for CEF Program Design Study applications

Implementation	Transformative potential
<ul style="list-style-type: none">• Environmental benefits• Program financing and economic benefits• Community benefits• Relative impact (considers program benefits relative to size of community)	<ul style="list-style-type: none">• Stakeholder engagement• Linkages to existing plans and policies• Team and partners• Work plan and budget• Financing• Risk management• Measurement and monitoring



**SAULT
STE. MARIE**



Credit: Chris Marshall

COMMUNITY EFFICIENCY FINANCING PROGRAM FEASIBILITY STUDY

Presentation to City Council
29 May 2023

Page 353 of 504





Project Background

- The *Sault Ste. Marie Community Greenhouse Gas Reduction Plan: 2020 - 2030* targets net zero emissions by 2050
- Residential sector contributes 96,807 tCO₂e electricity and natural gas emissions¹, the second highest source of GHG emissions (21%) from community
- Community target is to reduce 5% between 2020 – 2030, with an increasing scale of reduction target between 2030 and 2050
- In September 2022, the City hired Enerva to complete a Feasibility Study to assess the possibility of developing a community efficiency financing program in Sault Ste. Marie
- Funding received from the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Community Efficiency Financing (CEF) Program
 - Program funds CEF 1. Feasibility Studies, 2. Program Design and 3. Program Implementation

¹ 2017 Baseline per GHG Plan



Enerva Energy Solutions Inc.

Founded in 2017 by leaders who have delivered the largest energy efficiency programs in Canada

- **Vision:** To deliver energy efficiency and climate change solutions easily, quickly and effectively
- **Mission:** Create the premier technology-enabled company to accelerate the deployment of energy efficiency and climate solutions at scale for energy consumers and program funders





Benefits of Home Efficiency Financing

The program will encourage home energy upgrades and reduce **energy consumption** and **GHG emissions**

- ✓ **Economic development and job creation:** local contractors complete the home energy upgrades; more money circulates in the community
- ✓ **Addressing energy poverty and social equity:** programs can target low-income homeowners, offering an opportunity to lower energy bills
- ✓ **Neighborhood revitalization:** programs can focus on improving the health and vitality of specific neighborhoods
- ✓ **Public health:** retrofitted homes have better comfort and indoor air quality



Feasibility Study Overview

Phase 1: Landscape Assessment – examined building stock and local contractor capacity

- 88% Single Family Detached Homes; 89% built before 1990
- 48 archetypes of homes modelled – assessed deep and light retrofit packages
 - Light retrofit: upgrades that are easier and can be completed while the home is occupied (e.g., air sealing, insulation, high efficiency furnace and water heater)
 - Deep Retrofits: includes the above as well as high performance windows, installation air source heat pumps and even more insulation

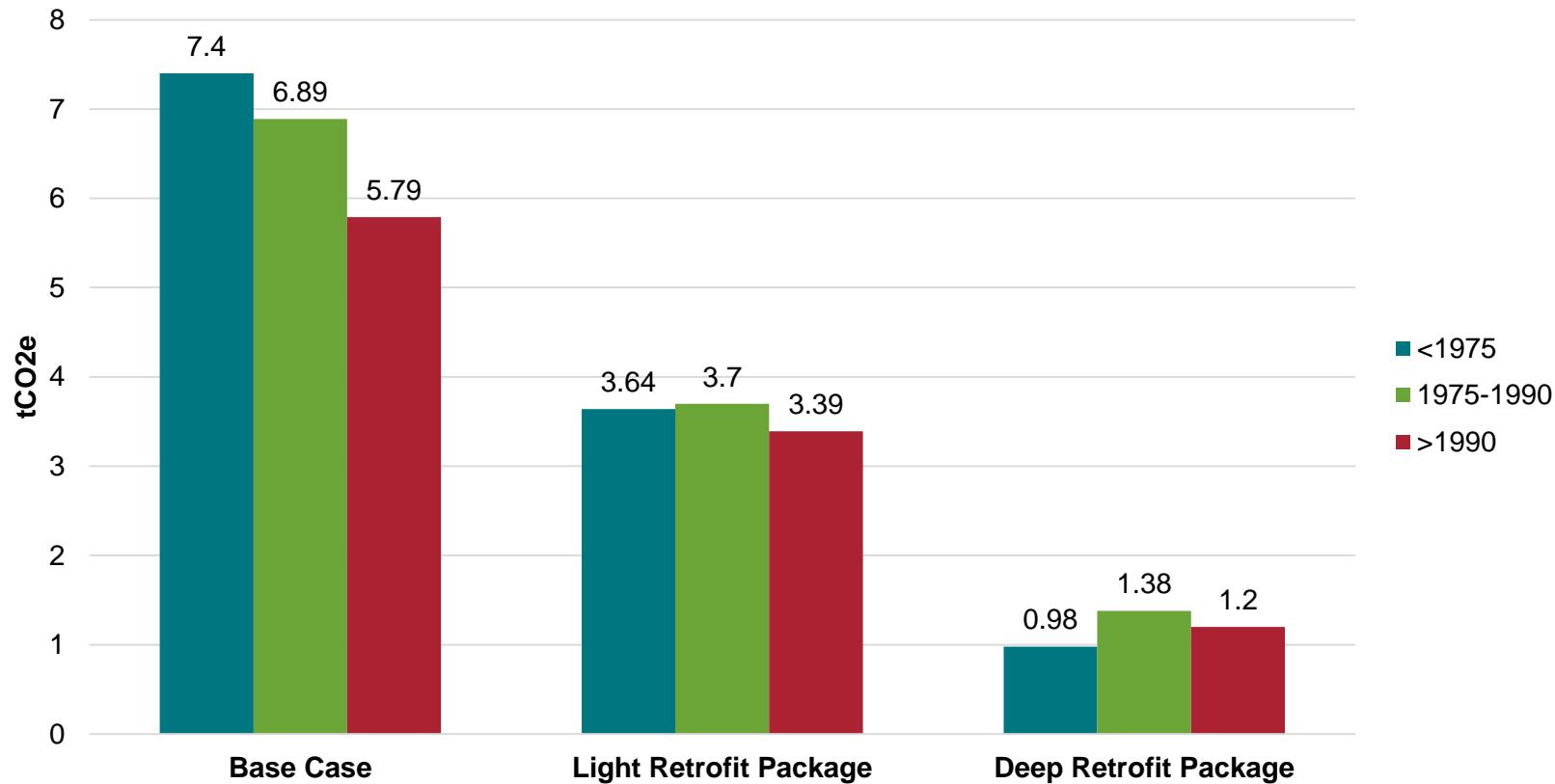
Phase 2: Stakeholder Engagement – assessed local community interest

- One-on-one interviews, surveys, information sessions
- Main drivers are cost savings, comfort of home, resale value, accessibility
- Need for support from government grants, financing, contractors and trusted source of information (e.g., the City)

Phase 3: Program Approach – assessed financing options for the Cities role and type of program to offer

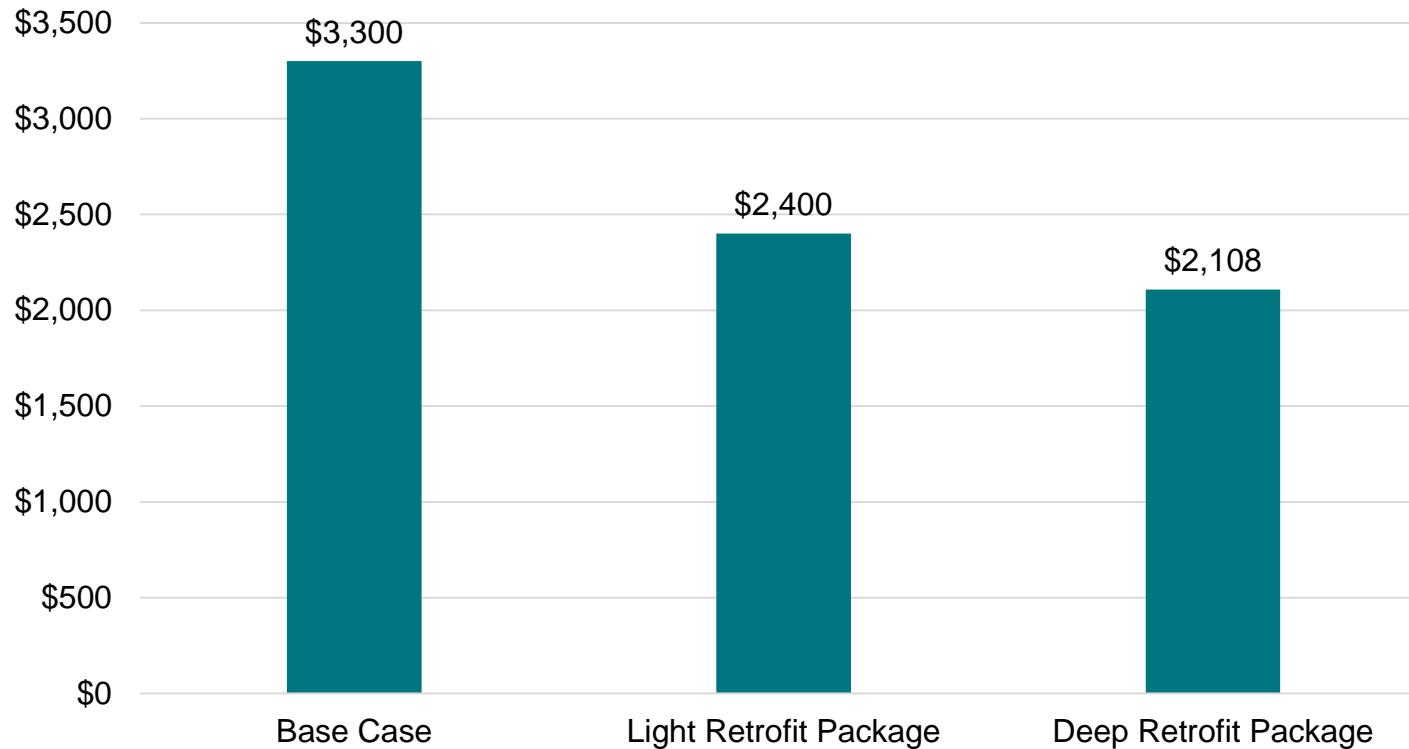


Significant opportunity exists for emissions reductions in older homes undertaking deep retrofits





Significant reduction in annual energy cost for older homes undertaking retrofit packages





Community Efficiency Financing Options

A. Local Improvement Charge: charges that the City attaches to a property to recoup the costs of an improvement that was made for the benefits of the property, paid back through property taxes over a set period



B. Utility On-bill Repayment: cost of the home energy upgrade is repaid via the homeowner's utility bill



C. Direct Lending from Financial Institution: occurs when a municipality works with financial institution to provide homeowners with a loan to undertake energy upgrades and set up a repayment schedule with them directly



Feasibility Study Recommendations

Preferred Financing Model for Sault Ste. Marie

On-bill repayment model of home energy retrofit program administered by PUC Services

- Study recommends a gradual uptake beginning with 60 homes in Year 1 and building up to 200 homes being retrofitted by year 7. This will allow for development of required competencies and infrastructure for deep retrofits
- FCM Funding for up to 80% of eligible program implementation costs
 - Loan up to a maximum of \$10 million
 - Grant up to a maximum of 50% of the loan amount (not to exceed the total start-up and operating costs)
 - The City would borrow the low-cost funds from the Green Municipal Fund (GMF) to capitalize a program administered by PUC Services relying on its staff and billing infrastructure.
- Applicants would be able to repay loans as part of their regular utility bill. In the long run, the program could continue by borrowing from private lenders



Feasibility Study Next Steps

- Obtain resolution from Council to apply to Green Municipal Fund for Program Design Funding
- The Program Design will develop participant eligibility, eligible measures list, funding sources and budgets, program delivery, set up and implementation plan and identify and manage risk and legal issues, as well as contracting and procurement plan



Thank You. Questions?

Guru Kalyanraman
Enerva Energy Solutions Inc.
guru@enerva.ca



May 16, 2023

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

To: The City of Sault Ste. Marie

I am writing to express PUC's support towards the City of Sault Ste. Marie's Federation of Canadian Municipalities Community Efficient Financing Program Design. After successful completion of the program study and the insights it has shown, PUC Services supports the second phase of this process.

As a company, PUC values innovation and the adoption of new technologies that will lead to more energy efficiencies within the community. As PUC looks to the future, we ourselves are committed to taking action that will contribute to a lower carbon economy.

This has been reflected in our recent efforts on the Save on Energy Program that assisted businesses in the community achieve savings of 1.1 million kWh in 2019. The AffordAbility Fund program that helped over 6,000 local customers improve energy efficiencies in their homes by providing free energy-saving upgrades that lower home energy use and electricity bills.

PUC greatly appreciates the opportunity to provide support and expertise in the areas required for the application and future outcomes for the Program Design Phase.

Sincerely,

PUC Services Inc.

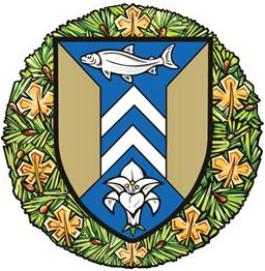
A handwritten signature in black ink, appearing to read "Robert Brewer".

Robert Brewer | President & CEO

PUC Services Inc., 500 Second Line
East, P.O. Box 9000,
Sault Ste. Marie, Ontario P6A 6P2

P: 705-759-6522
F: 705-759-6510

ssmpuc.com
customer.care@ssmpuc.com



The Corporation of the City of Sault Ste. Marie

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

May 29, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Temporary Patio Insurance Report

Purpose

The purpose of this report is to provide a response to a resolution from the May 1, 2023 Council meeting which stated:

Resolved that the insurance requirements for outdoor patios listed in By-law 2023-71 Schedule "A", Section 13 be amended from Five Million (\$5,000,000) to Two Million (\$2,000,000) and;

Further that staff be directed to review the possibility of implementing a tiered approach to insurance requirement for patios and report back to the next meeting of Council.

Background

With the changes noted in the recent reports to Council on the fact that the City now is required to approve temporary patios on both private and public properties and the by-law that was brought forward and passed at the May 1st meeting, the question was asked whether the City should have a tiered approach to insurance for such patios. The by-law was amended to move the recommended five-million-dollar coverage amount to two million dollars. The specific section now reads: The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000) and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date

Legal was asked to provide a report to Council to determine if it was possible to have a tiered approach to the amount of coverage that the City should require.

In reviewing the request, Planning also looked to see what other municipalities were requiring. There is a mixed approach usually between two and five million dollars, with some municipalities requiring two million, some five million, some

Temporary Patio Insurance Report

May 29, 2023

Page 2.

decided by the city on a case-by-case basis, and some with a tiered approach. For those with a tiered approach the criteria listed could depend on size, if only food was served, with a higher limit where alcohol was also served. Some required the higher amount where the patio was equipped with heaters. Some required the higher amount if the patio was curbside, on a right of way, or on a sidewalk next to a right of way. The risks obviously of having a car run into a patio streetside is higher than a patio in a quiet lot area, whether it is intentional, an accident or a result of a medical event, the risk is higher, and the outcome could be catastrophic.

For information purposes, Ajax, Vaughan, North Bay, Toronto, Oakville, Sudbury all require two million dollars. Collingwood, Niagara Falls, Hamilton, Kingston London, and St. Catharines are at five million. Brampton determines it on a case-by-case basis and Oshawa, Windsor, Kitchener, and Ottawa, have a hybrid approach depending on whether the patio is small or large, if they serve alcohol or not, if they are curbside or not, if they have heaters on the patio etc.

What risk is the City taking on?

If a patio owner only carries two million dollars in coverage, and there is a claim where damages are more than two million, that would increase the possibility that the City will be drawn into the claim to access the City's higher limits. The cost of claims is increasing which includes the costs of defending a claim. Claims are more complicated to defend, which also results in an increase in legal fees. A five-million-dollar liability claim award for severe bodily injury claim is more common, which is fueled by future care costs for catastrophic injured claimants. For reference, claims that settled for five million dollars ten years ago are now settling for twelve million to eighteen million dollars. Claims received now for simple trips, slips and falls without major injury range between \$600,000 to \$2,100,000.

In the scenario of a vehicle driving into a patio, it is easy to imagine where the vehicle owner only had one-million-dollar liability, the injured patron would look to draw the restaurant who only carries two million and the City into the claim basing their claim on possibly negligent approval of the patio or negligent preparation of their patio by-law. If a person sitting on the patio is catastrophically injured, damages could far exceed the three-million-dollar total of the auto and restaurant's policies and the City might become liable for the rest, or at least brought into the matter with the City incurring costs to defend the claim.

Also, by expanding a business beyond their property limits, businesses are also expanding their potential liability. Restaurants with patios are now using sidewalks to control where patrons can stand according to markers, and to manage pedestrian traffic flow in and around the patio. In some cases, this will result in pedestrians potentially being re-directed around the patio via on-street parking spaces. This changes the control and use of the sidewalks adjacent to their building and could result in the business being held liable for any injuries

Temporary Patio Insurance Report

May 29, 2023

Page 3.

sustained on those areas that they now have control over. Businesses are encroaching on area they were not previously adjacent to. There will be the need to ensure the areas they are controlling and assuming responsibility for are hazard free and safe for all customers and pedestrians. There are currently cases where the court has held the businesses responsible for plaintiff injuries that occurred on City property that the business was occupying.

If Council wishes to look at a tiered approach, then our insurer has recommended the City request a limit of five million where alcohol is served. Ultimately it is up to Council to determine insurance requirements and consider our risk tolerance, however our insurer has stated that we must not go below a two-million-dollar amount. If the City decides to accept more risk than recommended, it can affect our premiums, may result in a limitation of coverage, and the insurer may look at our risks differently than they have in the past.

If Council decided to move to a tiered approach for insurance requirements for patios it is staff's recommendation that all patios along a roadway whether alcohol is served or not to be required to provide five million liability insurance as the exposure for a claim involving a vehicle is increased. All patios that serve alcohol should be required to provide five million liability. Patios that do not serve alcohol could be required to provide two million. Currently Planning staff approve temporary patio licenses for a three year period.

It should also be noted for perspective, that restaurants may already have liability coverage of five million.

Analysis

It is the recommendation of our insurer and staff that the City ask for five million dollar coverage with respect to the temporary patios that are going to be put in place. Should Council decide that they are willing to take a more risk tolerant approach and utilize a tiered approach we would recommend that the two million dollar amount be for those patios that are small, do not serve alcohol and are not next to a right of way only.

Financial Implications

There is no immediate financial impact with respect to this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated May 29, 2023, concerning whether the City should consider a tiered approach to temporary patio coverage be received as information and that direction be given to staff as to whether to amend By-law 2023-71 Schedule "A".

Temporary Patio Insurance Report

May 29, 2023

Page 4.

Respectfully submitted,

Karen Fields
City Solicitor
705.759.5407
k.fields@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-76

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Cubic Transportation Services, Inc. for the Transit farebox technology payment processing services.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated July 21, 2022 between the City and Cubic Transportation Services, Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the Transit farebox technology payment processing services.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AMENDMENT NO. 1 TO THE UMO™ SERVICES AGREEMENT DATED JULY 21, 2022

This Amendment No. 1 dated as of April 19, 2023 (this "Amendment No. 1") is entered into by and between Cubic Transportation Systems, Inc. ("Cubic"), a corporation organized under the laws of Delaware, USA, with its principal office at 9233 Balboa Ave, San Diego, CA 92123, and The Corporation of the City of Sault Ste. Marie located at 99 Foster Drive, Sault Ste. Marie, Ontario, Canada ("AGENCY")

Unless otherwise defined herein, all capitalized terms in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.

Cubic and AGENCY may individually be referred to as a "Party" or collectively referred to as the "Parties".

Whereas, on July 21, 2022, the Parties entered into a certain Umo™ Services Agreement ("Services Agreement");

Whereas, the Services Agreement together with Amendment No. 1 shall be referred to as (the "Agreement");

Whereas, the Parties agree to incorporate Cybersource as a payment gateway in order to facilitate the processing of credit and debit card transactions between the Umo Services and Global Payments through the Umo Passenger Portal, Umo App and Umo Administrative Portal;

Whereas, the Parties agree to make changes in scope and schedule of the Services during the term of the Agreement through the implementation phase including a change in the specified farebox safe, use of the Customer's existing on-vehicle modems and antennas, and the performance by Customer of the installation works for Cubic provided the fareboxes and safe.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Insert the following new defined term under Article 1 (Definitions) of the Agreement, in alphabetical order as Section 1.24 with all subsequent numbered defined terms renumbered in the appropriate alphabetical order:

"1.24 "Payment Gateway" means technology services facilitating the secure processing of electronic payments between Umo Services and a Merchant Acquirer."

2. Insert a new Section 5.3 under Article 5 (Additional Umo Pay Specific Terms) of Exhibit A2 of the Agreement, as follows:

"5.3 To the extent the Payment Gateway is not provided by the Merchant Acquirer, the Customer shall pay the applicable Payment Gateway fees as agreed between the parties in accordance with Exhibit E."

3. Delete in its entirety Section 16 (Preliminary Milestone Schedule) of Exhibit B (Implementation Services) of the Agreement and replace it with the updated Section 16 as follows:

16 PRELIMINARY MILESTONE SCHEDULE

"16.1 The following table lists the Level 1 Project Milestones and target dates for completion based on an assumed contract effective date of July 21, 2022.

Project Milestone	Target Completion Date
MOBILIZATION – Agreement Execution	End August 2022
MOBILIZATION – Implementation Planning Completed	End September 2022
MOBILIZATION – Equipment Quantities Confirmed	End September 2022
MOBILIZATION - Configuration Data Gathering Completed	End September 2022
Preliminary Configuration Completed	End January 2023
Equipment Delivery	End March 2023
Installation Completed	End April 2023
Soft Launch Commenced	End April 2023
Closed Loop Launch	End April 2023
Bus Full Launch Completed	End Dec 2023
PROJECT COMPLETION	End Dec 2023

The Parties acknowledge that the date for Bus Full Launch Completed milestone is preliminary and has a dependency on Cubic determining and agreeing with the Customer an alternative solution (and associated commercial terms) to the use of Mastercard by Global Payments as the Payment Gateway for the processing of Open Payment transactions directly from validators installed in the Customer's buses. The Parties hereto acknowledge and agree that the alternative solution agreed to between the Parties is to be provided by Cybersource."

4. Delete in its entirety Section 17.1 of Exhibit E of the Agreement and replace it with an updated Section 17.1 as follows:

"17.1 The following fees are payable for the Implementation Services and Equipment ("Capital Costs"):

ID	Item	Qty	Unit	Unit Price (€AO)	Price (€AD)	Additional Information	Payment Terms
L1	Launch Services	1	one-off	40,595.73	40,595.73	as per Exhibit B	Launch Services
H1	Hardware Including installation including the following	39	per bus	11,437.16	446,049.16		Hardware And Install
	Umo EMV Validator (Mobile Validator 3)	39		Included above			
	Validator Installation Kit	39		Included above			
	Driver Console	39		Included above		Getac ZX70 G2 or equivalent, vehicle dock, power supply	
	Driver Console Integration Kit	39		Included above			
	Ethernet Switch	39		Included above			
	Bus Modem	0		DESCOPED			
	Roof Mounted Antenna	0		DESCOPED			
	TAG Classic Cartridge farebox	39		Included above			
	Installation (excluding farebox)	39		Included above			
	Spares						
S1	TAG Safe Deposit	1	each	22,328.77	22,328.77		Spares
S2	Spare Bus Validators	4	each	1,650.00	6,600.00		Spares
S3	Spare Driver Console	4	each	1,924.53	7,698.11		Spares
S4	Spare Bus Modem	0	each	756.98	-		Spares
S5	Spare Bus Antenna	0	each	320.75	-		Spares
S6	Spare TAG Classic Cartridge Farebox	5	each	5,068.49	25,342.47		Spares
S7	Set of TAG Classic Cartridge Farebox Spare Parts	4	each	3,114.11	12,456.44		Spares
S8	Set of TAG Safe Deposit Spare Parts	2	each	595.89	1,191.78		Spares
S9	Spare Ethernet Switch	1	each	107.54	107.54		Spares
	Consumables (initial order)						
C1	Umo Smartcards (encoded)	15,000	each	2.50	37,500.00	2 panton color	Fare Media
C2	Paper Tokens	10,000	each	0.06	600.00		Fare Media
C3	Paper Transfer Tickets	20,000	each	0.14	2,800.00		Fare Media

Amendment No. 1

§ 01.3(b)(ii)

5. Delete in its entirety Section 20 (Other Recurring Fees) of Exhibit E of the Agreement and replace it with an updated Section 20 as follows:

"20.1 Payment Gateway Fees

20.1.1 Payment Gateway fees incurred by Cubic will be on-billed on a pass-through basis to the Customer.

20.1.2 Notwithstanding Section 20.1.1, Cubic agrees to pay at its own cost the Payment Gateway fees for the first twelve (12) months from the date the Customer first uses the Umo Services for production purposes."

6. This Amendment No. 1 contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces in their entirety all prior communications between the Parties, whether oral or in writing, with respect to such subject matter.
7. Except as expressly modified by this Amendment No. 1, all terms and conditions of the Services Agreement remain unchanged and in full force and effect.
8. Nothing in this Amendment No. 1 shall be construed as extinguishing the rights and obligations of the parties accruing prior to the effective date of this Amendment No. 1.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed as of the date of last signature set forth below.

The Corporation of the City of Sault Ste. Marie **Cubic Transportation Systems, Inc.**

By: _____

(Authorized Signature)

Name: **Mayor Matthew Shoemaker**

(Print or Type)

Title: _____

By: _____


Frank Capone (Apr 19, 2023 14:39 EDT)

(Authorized Signature)

Name: **Frank Capone**

(Print or Type)

Title: _____

Contracts Manager

Date: _____

Date: _____

04/19/2023

By: _____

(Authorized Signature)

Name: **City Clerk - Rachel Tyczinski**

(Print or Type)

Title: _____

Date: _____

SSM Amendment No. 1 v.2 4.19.2023

Final Audit Report

2023-04-19

Created:	2023-04-19
By:	Amy McFalls (amy.mcfalls@cubic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvRL8R9Q-tYoSQ4Lseyen1WHvoqBcZXFIJ

"SSM Amendment No. 1 v.2 4.19.2023" History

-  Document created by Amy McFalls (amy.mcfalls@cubic.com)
2023-04-19 - 6:34:54 PM GMT
-  Document emailed to Frank Capone (frank.capone@cubic.com) for signature
2023-04-19 - 6:37:51 PM GMT
-  Email viewed by Frank Capone (frank.capone@cubic.com)
2023-04-19 - 6:39:02 PM GMT
-  Document e-signed by Frank Capone (frank.capone@cubic.com)
Signature Date: 2023-04-19 - 6:39:44 PM GMT - Time Source: server
-  Agreement completed.
2023-04-19 - 6:39:44 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Adobe Acrobat Sign

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-77

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street, formerly known as part of Wiber Street, now known as 72 Corey Avenue being PIN 31504-0364(LT).

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

1. STREET ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street formerly known as part of Wiber Street, now known as 72 Corey Avenue being PIN 31504-0364(LT).

2. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2023-77. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-79

PROPERTY ACQUISITION: A by-law to authorize the acquisition of part of 2467 Base Line (1372055 Ontario Limited – Scott McWilliam).

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

1. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 1372055 Ontario Limited

ADDRESS: Part of 2467 Base Line

LEGAL DESCRIPTION: PART PIN 31616-0150 (LT) PART PCL 3555 SEC AWS; W
1/2 OF NW 1/4 SEC 2 PARKE, BEING PART 4 1R14012;
SAULT STE. MARIE

CONSIDERATION: One (\$1.00) Dollar

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-79 Property Acquisition Part of 2467 Base Line.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-80

STREET ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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. STREETS ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2023-80

1. WALLACE TERRACE

PIN 31608-0102 (LT)
PART SEC 34 KORAH, PART 1, 1R14007; SAULT STE. MARIE

2. (a) NORTHERN AVENUE

PIN 31514-0132 (LT)
PART SECTION 32 TARENTORUS; PART LOT 18 RCP H732
TARENTORUS PARTS 1 AND 5 1R13870; SUBJECT TO AN EASEMENT
AS IN T342880; CITY OF SAULT STE. MARIE

(b) OLD GARDEN RIVER ROAD

PIN 31514-0134 (LT)
PART SECTION 32 DESIGNATED AS PARTS 2, 3 AND 4, 1R13870;
SUBJECT TO AN EASEMENT OVER PART 3, 1R13870 AS IN T232886

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-81

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street that portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE.

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

1. STREET ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE.

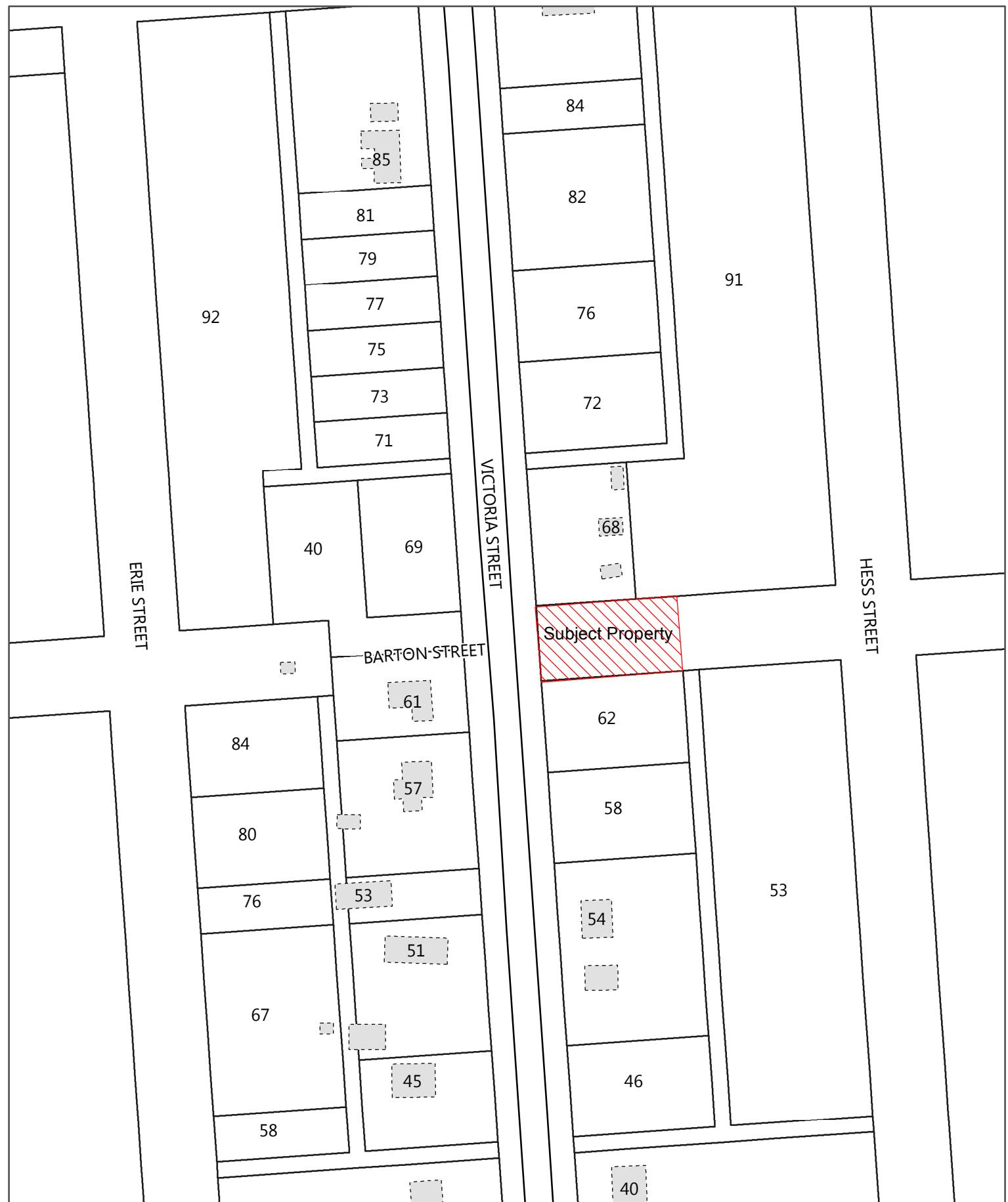
2. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



This drawing is for information purposes only. It does not form part of By-law 2023-81.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-83

PROPERTY SALE: A by-law to declare the City owned property legally described as PART OF PIN 31613-0145 (LT) PART LOT 169 PL 58 AWENGE; SAULT STE. MARIE being property abutting 68 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to Frank Marrello or as otherwise directed.

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 Frank Marrello or as otherwise directed at the consideration shown 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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

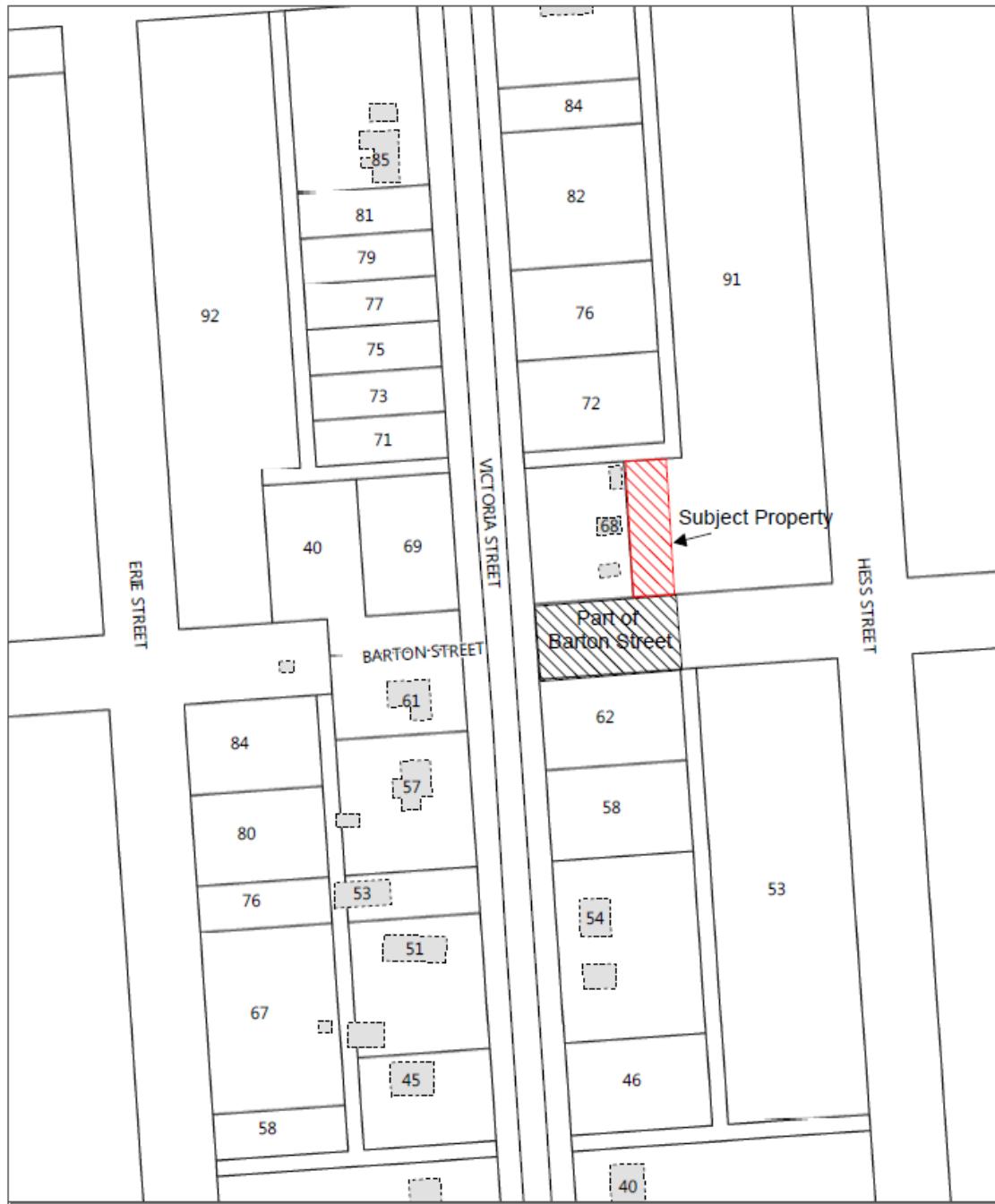
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-58

PURCHASER: Frank Marrello

LEGAL DESCRIPTION: PART OF PIN 31613-0145 (LT) PART LOT 169 PL 58
AWENGE; SAULT STE. MARIE

CONSIDERATION: FOUR THOUSAND (\$4,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-84

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Brookfield Power Wind Prince LP to provide winter maintenance for a portion of Maki Road north of Allard Lake.

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 May 29, 2023 between the City and Brookfield Power Wind Prince LP, a copy of which is attached as Schedule "A" hereto. This Agreement is to provide winter maintenance for a portion of Maki Road north of Allard Lake.

2. SCHEDULE "A"

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

3. BY-LAW 2022-164 REPEALED

By-law 2022-164 is hereby repealed.

4. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Road Maintenance Agreement (this "Agreement") is dated as of the 29th day of May, 2023.

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

- and -

BROOKFIELD POWER WIND PRINCE LP

("Brookfield")

WHEREAS Brookfield owns and operates a wind energy project immediately north of the City's northern boundary;

AND WHEREAS Brookfield accesses the said site via the municipal road known as Maki Road north of Allard Lake;

AND WHEREAS a portion of Maki Road north of Allard Lake is a gravel two-lane seasonal road;

AND WHEREAS the said portion of Maki Road receives summer maintenance only by the City;

AND WHEREAS Brookfield has agreed to pay to the City the approximate annual cost of providing winter maintenance for the Winter Season as defined in this Agreement;

AND WHEREAS Brookfield entered into previous agreements for the maintenance of the road dated as of January 29, 2007 and January 15, 2017;

AND WHEREAS the previous agreements expired on January 14, 2022 and the City and Brookfield desire to continue the past commitments on the terms and conditions set out herein;

NOW THEREFORE the parties hereto agree as follows:

1. TERM AND EXTENDED TERM

- (a) This Agreement shall be for a term of five years commencing November 1, 2022 and expiring on May 1, 2027 (the "Term") and may be extended on terms mutually agreed to by the parties hereto.
- (b) Each Winter Season in the Term shall consist of the time commencing November 1 and ending May 1 each year in the Term or Extended Term as the case may be.

2. MAINTENANCE

- (a) The City hereby agrees to provide year round maintenance to the portion of Maki Road north of Allard Lake to the northern City boundary.
- (b) The City shall provide to that portion of the road its standard level of maintenance given to similar municipal roads.
- (c) Winter maintenance activities shall include patrolling, plowing, sanding, snow ditching, and related work as required.

3. COSTING

- (a) Brookfield agrees to pay to the City the lump sum amount of \$19,900.00 annually on January 31st of each year in the Term and Extended Term, commencing January 31, 2023, which amount represents the approximate cost of winter snow maintenance for each Winter Season (the "Maintenance Fee").
- (b) Commencing the second year of the Term and each year thereafter in the Term and Extended Term as the case may be, Brookfield acknowledges and agrees that the Maintenance Fee shall be subject to a price increase to be calculated by the City, which price increase, if any, is not to exceed the CPI, all items (Ontario) for the previous 12 months (October).

(Reference: Statistics Canada. Table 18-10-0004-13 Consumer Price Index by product group, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit)

The City shall calculate the Maintenance Fee payable and Brookfield shall pay the amount so calculated by the City by January 31 of each year in the Term and Extended Term.

4. NOTICES

Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given:

CITY

SUSAN HAMILTON-BEACH
Director, Public Works
Public Works and Engineering Services
The Corporation of the
City of Sault Ste. Marie
128 Sackville Road
Sault Ste. Marie ON P6B 4T6
s.hamiltonbeach@cityssm.on.ca

BROOKFIELD

Kevin Healey
Senior Manager, Operations
Brookfield Power Wind Prince LP
c/o Evolugen
400 Allen Side Road
Sault Ste. Marie ON P6A 5KB
Kevin.Healey@evolugen.com

5. BINDING EFFECT

The parties hereto agree that every covenant, provision and agreement herein shall ensure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

6. ASSIGNMENT OF AGREEMENT

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City.

7. TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon providing at least ninety (90) days' advance written notice to the other party. The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

8. ENTIRE AGREEMENT

The parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement which constitutes the entire agreement between the parties.

9. GOVERNING LAW

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of Ontario, Canada.

10. VENDOR CODE OF CONDUCT

As a payee of Brookfield, City agrees to fulfill the duties undertaken in accordance with the terms of this Agreement in a manner consistent with Brookfield's Vendor Code of Conduct (the "Code"), attached hereto as Schedule A. The City shall, and shall cause its employees, representatives and its subcontractors to, act competently, loyally and in a trustworthy manner in accordance with Brookfield's best interests and the Code. In the event of any

conflict between the terms and conditions hereof and any terms and conditions set forth in Schedule A and this Agreement, the terms and conditions set forth in this Agreement shall prevail.

11. ANTI-CORRUPTION

In addition to Article 10 hereof, the City warrants and undertakes to Brookfield that:

- (a) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give to any person any bribe on behalf of Brookfield or otherwise with the object of obtaining a business advantage for Brookfield or otherwise;
- (b) it will not engage in any activity or practice which would constitute an offence under any applicable anti-corruption laws, including but not limited to the United States Foreign *Corrupt Practices Act of 1977*, the United Kingdom's *Bribery Act 2010* and Canada's *Corruption of Public Officials Act*;
- (c) it has and during the term of this Agreement will maintain in place its own policies and procedures to ensure compliance with any applicable anti-corruption laws;
- (d) it will procure that any person who performs or has performed services for or on its behalf ("Associated Persons") in connection with this Agreement complies with this Article 11;
- (e) it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Article 11;
- (f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Agreement;
- (g) from time to time during the term of this Agreement, at the reasonable request of Brookfield, it will confirm in writing that it has complied with its undertakings under this Article and will provide any information reasonably requested by Brookfield in support of such compliance;
- (h) report to Brookfield or to Brookfield's Reporting Hotline (1-800-665-0831) as soon as practicable any request or demand for any undue financial or other advantage of any kind received by the City, any Associated Persons or any other person in connection with the performance of this Agreement; and
- (i) it shall notify Brookfield as soon as practicable of any breach of any of the undertakings contained in this Article 11 of which it becomes aware.

In the event that Brookfield has at any time during the term of this Agreement reasonable cause to believe that the City is in breach of any of the provisions of this Article, Brookfield

may suspend performance of or terminate this Agreement with immediate effect by the service of written notice on the City.

12. ANTI-MONEY LAUNDERING

In addition to Article 11 hereof to the extent applicable, the City agrees that it shall at all times be in compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* of Canada, the *Proceeds of Crime Act 2002* of the United Kingdom, the *Bank Secrecy Act*, the *USA Patriot Act*, and the *Office of Foreign Assets Control* (OFAC) requirements of the United States, and with comparable legislation in all other countries as applicable.

13. COUNTERPART EXECUTION

In accordance with Ontario's *Electronic Commerce Act, 2000, c. 17*, this Agreement may be executed electronically by each Party in any number of counterparts, and each counterpart may be delivered by signed PDF or equivalent electronic means by email to the other Party. Each counterpart shall be deemed an original and all of which together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first stated above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski

We have authority to bind the City.

BROOKFIELD POWER WIND PRINCE LP
By its duly authorized officers:

By:



Jim Deluzio
Vice President

By:



James Real
Senior Director, Operations

We have authority to bind Brookfield.

Signature Page to Road Maintenance Agreement

Schedule A

Brookfield's Vendor Code of Conduct (the "Code")

See attached

VENDOR CODE OF CONDUCT

TABLE OF CONTENTS

INTRODUCTION	1
LEGAL AND REGULATORY COMPLIANCE	1
ENVIRONMENTAL, SOCIAL AND GOVERNANCE	1
INTEGRITY, ETHICS AND ANTI-CORRUPTION	2
RESPONSIBLE LABOR PRACTICES	3
WORKPLACE HEALTH & SAFETY	3
CONFIDENTIALITY	4
DATA PROTECTION AND INFORMATION SECURITY	4
BUSINESS CONTINUITY AND DISASTER RECOVERY	4
INSIDER TRADING	5
INSURANCE	5
NO PUBLICITY	5
ETHICS REPORTING HOTLINE	6
COMPLIANCE WITH THIS VENDOR CODE OF CONDUCT	6
APPENDIX A – ETHICS REPORTING LINE	7

INTRODUCTION

Brookfield Renewable Partners L.P. and its controlled subsidiaries (collectively "Brookfield Renewable") are committed to conducting business activities with honesty and integrity and in compliance with applicable legal and regulatory requirements. We expect that anyone that provides goods or services directly or indirectly to Brookfield Renewable ("Vendors") adhere, at a minimum, to the same commitments to ethics and compliance as this Vendor Code of Conduct ("Code"), and to have the necessary policies and procedures in place to support such commitments within their supply chain.

If you have any questions regarding this Code, please contact your Brookfield Renewable representative.

LEGAL AND REGULATORY COMPLIANCE

Brookfield Renewable has global business activities and is subject to the supervision of numerous regulators. Brookfield Renewable expects all Vendors to:

- a) Understand and comply with applicable laws and regulations.
- b) Maintain all appropriate licenses, permits and other regulatory authorizations and requirements necessary to conduct the activities for which they have been hired by Brookfield Renewable.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE

Brookfield Renewable's Environmental, Social and Governance ("ESG") principles are embedded throughout its operations to ensure that its business model will be sustainable. As such, we encourage our Vendors to:

- a) Have appropriate policies and programs to maintain good relationships with local communities, stakeholders, and indigenous communities.
- b) Have strategies in place to reduce their environmental impact, including measuring, reducing, and, as may be requested by Brookfield Renewable or required by law, reporting greenhouse gas emissions. Brookfield Renewable may actively engage with individual Vendors to encourage these practices, set robust emission reduction targets, and track progress against environmental commitments.
- c) Use resources responsibly and conduct operations with the aim to protect and preserve the environment. As appropriate, Vendor facilities must have suitable plans for notifying local authorities in the case of accidental discharge or release of hazardous materials or any other environmental emergency.

INTEGRITY, ETHICS AND ANTI-CORRUPTION

Brookfield Renewable has a zero-tolerance approach towards illegal activities, including bribery and corruption, money laundering, tax evasion and sanctions and export control violations and views the prevention of Brookfield Renewable being involved in, or facilitating, any illegal activities as integral to its business.

Brookfield Renewable has in place an Anti-Bribery and Anti-Corruption Policy and Program designed to prevent employees and vendors from paying or receiving bribes or undertaking corrupt activities. We expect our Vendors to share these principles and uphold our standards and to develop and maintain policies and programs as appropriate to ensure that their representatives understand and adhere to these standards. Brookfield Renewable expects all Vendors to:

- a) Comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws.
- b) Comply with all applicable competition and antitrust laws.
- c) Refrain from offering or making any payments of money or anything of value to any public officials, political parties, candidates for public office, charities or other business-related parties that could be considered to improperly influence any act or decision of such official or person for the purpose of promoting the business interests of Brookfield Renewable in any respect, or otherwise in violation of applicable law. This includes a prohibition on "facilitation¹" payments of any kind.
- d) Refrain from entering into business relationships or transactions with Brookfield Renewable personnel in an individual capacity or in any way that could create the appearance of a conflict of interest or impropriety.
- e) Disclose to Brookfield Renewable and avoid or appropriately manage any actual or potential conflicts of interest arising due to either personal or business relationships.
- f) Not knowingly facilitate a person committing to the fraudulent evasion of tax.
- g) Confirm that neither they nor any related company (including parent companies) have been: (i) named or listed as the target of any economic, trade, or transactional sanctions imposed by any governmental agency; or (ii) otherwise banned or blocked pursuant to any laws that are enforced or administered by any governmental agency.
- h) Comply with all applicable trade restrictions and sanctions laws, and not knowingly employ or do business with anyone suspected of being connected with criminal or terrorist activities or who is the subject of applicable trade sanctions.

¹ Facilitation payments are small payments made to secure or speed up routine actions by public officials or other third parties that they are otherwise obligated to perform. This could include issuing permits, approving immigration documents, or releasing goods held in customs. Facilitation payments do not include fees prescribed by government agencies for expedited services.

RESPONSIBLE LABOR PRACTICES

Brookfield Renewable respects and supports human rights and requires that workers are treated with dignity, respect and in accordance with applicable laws. Brookfield Renewable expects our Vendors to respect human rights and maintain processes to identify and prevent adverse human rights impacts that could arise from their or their suppliers' operations. Brookfield Renewable expects Vendors to:

- a) Provide a safe and secure workplace for employees, contractors, and representatives that complies with all applicable health and safety laws, regulations, and practices.
- b) Provide fair compensation, fair benefits, overtime pay, time off, breaks, leave, and holidays in the context of local market factors that, at a minimum, comply with applicable laws and regulations, including those pertaining to withholding taxes, minimum wage, labor relations, insurance, and health and occupational safety. Wage deductions will not be used as a disciplinary measure.
- c) Provide training as necessary to ensure personnel have the required skills and certifications to perform the assigned work.
- d) Adhere to age-related standards set by the International Labor Organization and not use child labor or any form of forced¹ or involuntary labor.
- e) Provide a workplace free from discrimination and harassment, whether on the basis of gender, age, disability, ethnicity or cultural affiliation, sexual orientation, belief, educational background or any other basis prohibited by applicable law.
- f) Respect the right for freedom of association unless restricted under local law, without fear of discrimination or reprisal.
- g) Provide fair and appropriate pay, benefits and working conditions.

WORKPLACE HEALTH & SAFETY

Brookfield Renewable expects its Vendors to provide a workplace that seeks to prevent injury and ill-health and at a minimum:

- a) Provide and maintain a clean, safe, and healthy working environment that complies with applicable laws, directives, and regulations, and minimizes occupational hazards. Working conditions should at a minimum include reasonable access to sanitary facilities, fire exits, potable water, and adequate lighting and ventilation, and any Vendor-provided residential spaces must be sanitary and safe.
- b) Obtain, keep current and comply with all required health and safety permits.
- c) Implement procedures designed to prevent injury to workers, including providing adequate work training and personal protective equipment as appropriate and safeguards against infectious disease.
- d) Maintain reporting systems for workers to document health and safety hazards and incidents.
- e) Promptly inform Brookfield Renewable of any material health and safety incidents that occur while performing services for, or delivering goods to, Brookfield Renewable or its clients.

¹ Forced labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of their exploitation.

CONFIDENTIALITY

Vendors will protect personal, proprietary, and confidential information (“**Confidential Information**”), including information that they access, receive or process on behalf of Brookfield Renewable. Vendors must adopt and maintain processes to provide reasonable protections for such information and a degree of care that would apply to Vendor’s own confidential information, but in any event, a reasonable degree of care.

DATA PROTECTION AND INFORMATION SECURITY

The safeguarding of Brookfield Renewable Confidential Information and privacy is of paramount importance to Brookfield Renewable. Brookfield Renewable expects Vendors to:

- a) Comply with applicable laws and regulations, including those relating to the data protection, privacy, security or the processing of personal data and information (“Global Data Protection Laws”) and not take any action that would prevent Brookfield Renewable from complying with its obligations thereunder.
- b) Provide services, where Vendors have access to Brookfield Renewable Confidential Information, in accordance with an industry recognized information security framework and information security policy. Maintain appropriate administrative, technical, organization and physical safeguards to preserve and protect Brookfield Renewable Confidential Information.
- c) Vendors must notify Brookfield Renewable immediately of any privacy breaches, security breaches or loss of Brookfield Renewable Confidential Information.

BUSINESS CONTINUITY AND DISASTER RECOVERY

We expect our Vendors to have adequate business continuity and disaster recovery plans in place designed in accordance with industry standards to maintain continuity of services to a reasonable degree after the occurrence of an event that results in an interruption or suspension of services. Upon request by Brookfield Renewable, Vendors will disclose in reasonable detail and discuss the elements of their business continuity plans.

INSIDER TRADING

Information provided to Vendors by Brookfield Renewable may include material non-public information ("MNPI") that is not available to the public and that could influence an investor's decision to buy or sell securities. Our Vendors agree not to, and not permit their employees, contractors and agents who are in possession of Brookfield Renewable MNPI to (a) buy or sell any

securities based on MNPI; or (b) recommend that any other person buy or sell any securities while in possession of MNPI.

If Vendors have any employees, contractors or agents located physically on-site at a Brookfield Renewable office, they may be subject to additional trading restrictions.

INSURANCE

Vendors will maintain all required insurance coverage needed to provide services to Brookfield Renewable. Vendors will provide documents to Brookfield Renewable as proof of insurance coverage upon request.

NO PUBLICITY

Vendor will not use any of Brookfield Renewable or its affiliates' name, marks other proprietary trademarks in any public or promotional materials without the prior written consent of Brookfield Renewable.

ETHICS REPORTING HOTLINE

Brookfield Renewable maintains an Ethics Reporting Hotline for its employees, Vendors, partners, and various other interested parties to anonymously report any concerns or raise any issues free of discrimination, retaliation or harassment pertaining to (i) accounting, auditing or other financial reporting irregularities; (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud); or (iii) violations of applicable law. The Brookfield Renewable Ethics Hotline may be accessed by telephone (toll free) at the numbers listed in Appendix A or by submitting an anonymous report online at brookfield.ethicspoint.com. Brookfield Renewable will investigate all reports in compliance with applicable laws or as it otherwise deems necessary.

COMPLIANCE WITH THIS VENDOR CODE OF CONDUCT

Vendors will ensure that their personnel, contractors, agents, and other representatives understand and comply with this Code. We expect our Vendors to share our commitment to the minimum standards and principles in this Code and to have their own internal policies and procedures in place to support and monitor their compliance with such commitment. Brookfield Renewable reserves the right to monitor, assess and audit all vendors according to this Code. Where incorporated into any contract, this Code will survive the contractual term. Brookfield Renewable expects that Vendors will:

- d) Promptly notify Brookfield Renewable as soon as it becomes aware of any actual or suspected breach of this Code. The contents of this Code are additional to and do not in any way affect or prejudice any of Brookfield Renewable's rights and remedies under the relevant agreements with each Vendor, if any. In the event of any non-compliance to the requirements of this Code or breach of agreement, Brookfield Renewable reserves its rights and retains the sole discretion to exercise any rights under this Code, any relevant agreement and/or local laws and regulations. The failure or omission by Brookfield Renewable to insist upon strict performance and compliance with any of the provisions of this Code at any time shall in no way constitute a waiver of its rights. For further information on reporting, see Section 13, Ethics Reporting Hotline.
- e) Cooperate with Brookfield Renewable to ensure its compliance with applicable laws and regulations. This includes responding to Brookfield Renewable's reasonable requests for information, maintaining adequate documentation of compliance programs and obtaining compliance certifications as reasonably requested.
- f) In the event of any conflict or ambiguity between any provision of this Code and the provisions of any relevant agreement with any Vendor, the provisions of that agreement will prevail.
- g) This Code is subject to modification from time to time. The latest version of this Code is available [here](#).

APPENDIX A

ETHICS REPORTING LINE

North America	800-665-0831	Japan	0120-993-307
Australia	1-800-152-863	Luxembourg	800 85 269
Barbados	1-833-388-0834	Mexico	01-800-436-0065
Bermuda	1-833-388-0833	New Zealand	0800-443-938
Brazil	0800-891-3867	Portugal	800-78-4717
Canada	800-665-0831	Qatar	800-0249
Chile	1230-020-0517	Singapore	1800-622-7248
China	770-613-6339	South Korea	080-908-0895
Colombia	01-8000-1-10149	Spain	900-810-305
France	0800-91-2964	Switzerland	0800-225-163
Germany	0800-0006649	United Kingdom	0808-234-2210
Hong Kong	770-613-6339	United States	770-613-6339
Ireland	1800-946-551		

Two-Stage Dialing:

Peru 0-800-50-000 or 0-800-50-288, then 800-795-2716
United Arab Emirates 8000-021 or 8000-061, then 800-795-2716
India 000 117, then 844 826 8141

Worldwide: 770-613-6339

brookfieldrenewable.tnwreports.com/

Note: The type of reports that can be made to the Ethics Reporting Line and Website may be restricted in certain jurisdictions under applicable local law. Please contact The Network for further details on such restrictions.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-85

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Diamond Head Sprinklers Inc. for the West End Splash Pad.

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 May 29, 2023 between the City and Diamond Head Sprinklers Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is for the West End Splash Pad.

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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

Stipulated Price Contract

2020

West End Splash Pad

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 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by the Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Construction Schedule
- GC 3.5 Supervision
- GC 3.6 Subcontractors and Suppliers
- GC 3.7 Labour and Products
- GC 3.8 Shop Drawings

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Payment
- GC 5.3 Payment
- GC 5.4 Substantial Performance of the Work and Payment of Holdback
- GC 5.5 Final Payment
- GC 5.6 Deferred Work
- GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

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
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Adjudication
- GC 8.3 Negotiation, Mediation and Arbitration
- GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE

- GC 11.1 Insurance

PART 12 OWNER TAKEOVER

- GC 12.1 Ready-for-Takeover
- GC 12.2 Early Occupancy by the Owner
- GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER

- GC 13.1 Indemnification
- GC 13.2 Waiver of Claims

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2020

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on _____ day of _____ in the year 2023 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Diamond Head Sprinklers Inc.

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 below the description or title of the Work*)
West End Splash Pad

located at (*insert below the Place of the Work*)

682 McKenzie Ave, Sault Ste. Marie, ON P6C 1G8

for which the Agreement has been signed by the parties, and for which (*insert below the name of the Consultant*)

WSP Canada Inc.

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 24 day of February in the year 2023 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain Ready-for-Takeover, by the 23 day of August in the year 2023 .

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 bid 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
- General Conditions
- *
 - Form of Quotation
 - Supplementary General Conditions to CCDC 2-2020 Stipulated Price Contract
 - Diamond Head Sprinklers Inc. RFP Submission: 2023CDE-CS-PK-01-P
 - Any issued addendum

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical 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; time schedule)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

two hundred forty-nine thousand nine hundred fifty dollars and 0

/100 dollars \$ \$249,950.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

thirty-two thousand four hundred ninety-three dollars and 50

/100 dollars \$ \$32,493.50

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

two hundred eighty-two thousand four hundred forty-three dollars and 5 /100 dollars \$ \$282,443.05

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 *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, 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* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .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 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, 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 5.2.1 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.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 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 will 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* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will 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 will 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.

6.5 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 The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

address

k.marlow@cityssm.on.ca

email address

Contractor

Diamond Head Sprinklers Inc.

*name of Contractor**

132 Concession 5 West, Tiny, ON L0L 2T0

address

kent@diamondheadinc.com

email address

Consultant

WSP Canada Inc.

*name of Consultant**

390 Bay Street, Suite 101, Sault Ste. Marie, ON P6A 1X2

address

david.spacek@wsp.com

email address

* If it is intended that a specific individual must receive the notice, 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

The Corporation of the City of Sault Ste.
Marie

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

Andrea Goold

CONTRACTOR

Diamond Head Sprinklers Inc.

name of Contractor

Kent Fay

signature

Kent Fay, President

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*.

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*.

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.

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*.

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*.

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.

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.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

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.

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.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

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*.

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*.

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*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

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*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

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*.

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 tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

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

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 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 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 *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 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 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 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*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *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*.
- 1.1.11 Physical 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*, the *Consultant* or the *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 *Consultant* and the *Contractor*.

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 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 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 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 perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 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*.
- 2.2.7 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.
- 2.2.8 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*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 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.
- 2.2.11 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*.
- 2.2.12 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*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 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.
- 2.2.17 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.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

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*, 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 required 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 others 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 was incorporated in the *Work* or 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 finding.

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 THE 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 the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 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
 - .4 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 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly 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 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.
- 3.2.5 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. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly 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.

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* unless otherwise specified in the *Contract Documents*.
- 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 CONSTRUCTION SCHEDULE

- 3.4.1 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 3.5 SUPERVISION

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2 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 3.6 SUBCONTRACTORS AND SUPPLIERS

- 3.6.1 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 applicable 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 any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.6.6 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 3.7 LABOUR AND PRODUCTS

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 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*.
- 3.7.3 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*.

GC 3.8 SHOP DRAWINGS

- 3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

- 3.8.3 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*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 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.
- 3.8.6 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*.
- 3.8.7 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*.

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 the *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, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 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 items called for under cash allowances must be ordered 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 fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously 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 as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 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 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 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* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s 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*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 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*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* 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 the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 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 when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS’ COMPENSATION, and any 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 and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, 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 deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 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 to the *Consultant*, in a form that can be reasonably evaluated, 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 the *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 applications 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 in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license 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;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 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* performance of the *Work* attributable to the *Change Directive* 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.
- 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 a finding.
- 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* and 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 *Owner*, through the *Consultant*, shall 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 promptly inform 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 the *Owner*, the *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, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, 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*, the *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 2.2.12 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 and the *Consultant* will make a finding upon such claim.
- 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 perform 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* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, 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,
 - .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 by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* 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,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .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 in force 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*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 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* by giving a *Notice in Writing* to the *Owner* 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 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – 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 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ 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.
- 8.3.2 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*.
- 8.3.3 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.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, 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 as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 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 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration 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*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 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.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (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 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 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.
- 8.4.2 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 8.3.6 of GC 8.3 – 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*, 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 or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or 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 the *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 substance 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 any toxic or hazardous substance which was 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 substance 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 the *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 the *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 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *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 13.1 – 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 *Owner*, through the *Consultant*, shall 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 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *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,
 - .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 the *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 the *Contractor*.
- 9.5.2 If the *Owner* and the *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,
 - .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 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *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,
 - .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,
 - .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 13.1 – 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 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 issue 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; 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 physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the 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 Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of Ready-for-Takeover.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned 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 Ready-for-Takeover;
 - (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*; and
 - (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 Ready-for-Takeover.
 - .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 *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *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 *Ready-for-Takeover*.
 - .8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- 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 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 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.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
 - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - .5 Make available a copy of the as-built drawings completed to date on site.
 - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
 - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
 - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
 - .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
 - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

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 when *Ready-for-Takeover* has been attained.
- 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.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, 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 negligent 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 *Ready-for-Takeover* date 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*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 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 minimum liability insurance limit for one occurrence, of the applicable insurance policy, 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 indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 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.
- 13.1.5 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*.
- 13.1.6 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 become known; and
 - .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 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover date*, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover date* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover date*, whichever is later;
 - .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 respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover date*.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover date* except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover date*.
- 13.2.3 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover date*, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover date* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover date*;

- .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 respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – 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 *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims 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 *Ready-for-Takeover* date, provided that 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, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 “*Notice in Writing* of claim” as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an 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.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 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 such claim 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.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

SUPPLEMENTARY CONDITIONS TO CCDC 2-2020
STIPULATED PRICE CONTRACT

AMENDMENTS TO THE STIPULATED PRICE CONTRACT, CCDC2-2020

The Standard Construction Document for Stipulated Price Contract, English version, consisting of the Agreement between Owner and Contractor, Definitions, and General conditions of the Stipulated Price Contract, is part of these Contract Documents with the following amendments, additions, and modifications.

GC 11.1 - INSURANCE

GC 11.1.1 - General Liability

Subsection GC 11.1.1 is is deleted and replaced by the following:

- .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. **Such insurance shall name The Corporation of the City of Sault Ste. Marie, as an additional insured with a cross liability endorsement and severability of interests provision.** General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover. **Coverage shall not be suspended, voided or cancelled after thirty (30) days prior written notice by certified mail to the City.**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-86

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation for the Industrial Park Loan settlement 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 May 29, 2023 between the City and Northern Ontario Heritage Fund Corporation a copy of which is attached as Schedule "A" hereto. This Agreement is for the Industrial Park Loan settlement 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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Settlement and Release is made effective as of May 29, 2023,

B E T W E E N:

**NORTHERN ONTARIO HERITAGE FUND CORPORATION
("NOHFC")**

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Recipient" and together with NOHFC, the "Parties")**

Recitals:

- I. NOHFC and the Recipient entered into a loan and conditional contribution agreement made as of August 29, 2002 (as amended from time to time, the "LCCA") pursuant to which NOHFC agreed to make a term loan of up to \$1,246,950 and a conditional contribution of up to \$1,246,950 towards the acquisition and servicing of certain property on Leigh's Bay Road and Yates Avenue. Capitalized terms used but not otherwise defined herein have the meanings set out in the LCCA.
- II. Pursuant to Section 5.1 of the Agreement, payments on account of the principal amount of the Loan were due in annual installments tied to the net proceeds from the sale of the lands improved through the Project.
- III. The Recipient has repaid \$233,863 to date as a result of the proceeds of sale from eligible land, leaving a current outstanding balance of \$1,013,087 in Loan principal (the "Outstanding Principal").
- IV. Given the age of the outstanding debt, the contingent nature of the repayment liability, and the uncertainty over whether the liability would be fully repaid, NOHFC offered the Recipient the opportunity to propose a compromise of the outstanding debt in order to clear this long-term account from both Parties' books.
- V. The Recipient has been authorized by its municipal council to pay NOHFC \$500,000 in immediately available funds as a compromise of the Outstanding Principal.
- VI. The Parties wish to compromise the Outstanding Principal and to release each other from further obligations under the LCCA on the terms and conditions set out below.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge the accuracy of the above recitals, which form an integral part of this Agreement.
2. The Recipient agrees to pay by wire transfer to NOHFC the sum of \$500,000 (the "Settlement Payment"), using the wire instructions outlined in Schedule A to this Settlement Agreement, on or before 4:00 p.m. on May 31, 2023 (the "Payment Deadline"), in full and final settlement of the obligations under the LCCA including the obligation to repay the Outstanding Principal when due.
3. Upon confirmed receipt of the full amount of the Settlement Payment NOHFC shall send confirmation of receipt of the Settlement Payment to the Recipient by

electronic mail to the Recipient's e-mail address set out below (the time that NOHFC transmits such confirmation of receipt of the Settlement Payment, the "**Effective Time**"):

City of Sault Ste. Marie
Attention: Steve Facey, Manager of Finance
Email: s.facey@cityssm.on.ca

4. Subject to section 5 below, effective as of the Effective Time, each of the Parties shall have released the other Party from any and all remaining liabilities or obligations under the LCCA, and the LCCA shall be deemed to have been terminated.
5. If NOHFC has not received the Settlement Payment by the Payment Deadline, NOHFC may terminate this Settlement Agreement by sending notice to the Recipient by electronic mail in accordance with section 3 above, in which case this Settlement Agreement shall be deemed to be void *ab initio* and of no effect, the LCCA shall remain in full force and effect, the Outstanding Principal will remain outstanding, and NOHFC shall be entitled to all of its remedies under the LCCA in accordance with its terms.
6. This Settlement Agreement may be signed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the effective date set forth above. This Settlement Agreement may be executed and delivered by electronic means.

[signature page follows]

The Parties have signed this Settlement Agreement by their duly authorized representatives as of the date first set out above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

By: _____

Name:

Title:

I have authority to bind the Corporation.

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

By: _____

Name: Matthew Shoemaker

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: City Clerk

I/We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-87

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Metzger Street and McAllen Street at Central Street for six (6) weeks from May 30, 2023 to July 11, 2023 to facilitate outstanding work for Contract 2022-9E Central Street Aqueduct Repairs by EllisDon Industrial Inc.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF METZGER STREET AND MCALLEN STREET AT CENTRAL STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Metzger Street and McAllen Street at Central Street for six (6) weeks from May 30, 2023 to July 11, 2023 to facilitate outstanding work for Contract 2022-9E Central Street Aqueduct Repairs by EllisDon Industrial Inc.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-88

REGULATIONS: A by-law to exempt the various locations of the 2023 Summer Events on July 13, July 14, July 15 and July 22, 2023 from the Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. EXEMPTION FROM NOISE CONTROL BY-LAW

Despite the provisions of By-law 80-200 the noise associated with 2023 Summer Events that will extend music and festivities past 11:00 p.m. to 12:30 a.m. for each of the following locations and dates is deemed not to be in violation of By-law 80-200:

- July 13, 2023 Clergue Park for Rotaryfest
- July 14, 2023 Clergue Park for Rotaryfest
- July 15, 2023 Clergue Park for Rotaryfest
- July 22, 2023 Roberta Bondar Park for Blue Rodeo Concert

2. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-89

AGREEMENT: A by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the lease of a portion of the former fire hall building located at 316 Elizabeth Street.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Assignment Agreement dated May 29, 2023 between the City and Greater North Soccer Association, a copy of which is attached as Schedule "A" hereto. This Assignment Agreement is for the lease of a portion of the former fire hall building located at 316 Elizabeth Street.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS ASSIGNMENT AGREEMENT made this 29th day of May, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

("City")

-AND-

GREATER NORTH SOCCER ASSOCIATION

("GNSA")

WHEREAS the City and SASA entered into an Agreement dated December 1, 1990 for an original term of one year commencing December 1, 1990 and ending on November 30, 1991, and thereafter continuing on a month to month basis thereafter, whereby the City leased to SASA a portion of the building known as the former fire hall located on lands owned by the City at 316 Elizabeth Street, Sault Ste. Marie, under the terms and conditions of the Agreement, a copy of which is appended as Schedule "A" to this Agreement (the "Lease Agreement");

AND WHEREAS as part of a reorganization of district soccer associations across Ontario from twenty-one (21) District Associations to six (6) District Associations, SASA amalgamated with a number of northern soccer associations to form the Greater North Soccer Association effective January 1, 2023;

AND WHEREAS Section 14 of the Lease Agreement provides that SASA shall not assign the Lease Agreement without the City's prior written consent, which consent may be arbitrarily withheld;

AND WHEREAS given the amalgamation, GNSA has requested the assignment of the Lease Agreement from SASA to GNSA and the City is agreeable to same, subject to the terms and conditions set out below:

NOW THEREFORE in consideration of the promises, 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:

1.0 SUCCESSOR GIVEN AMALGAMATION - GNSA

The parties hereby acknowledge and agree that several District Associations, including SASA have amalgamated into GNSA and therefore SASA has dissolved as of the Amalgamation Date, being January 1, 2023 (the "Effective Date"). The City hereby assigns, transfers, conveys and makes over absolutely to GNSA as and from the Effective Date, all of SASA's rights, responsibilities, interest in and to, and all the benefits of SASA under the Lease Agreement. The parties further

acknowledge and agree that GNSA is the successor to SASA and thereby is bound to all the terms and conditions of the Lease Agreement as of the Effective Date.

2.0 SUBCOMMITTEE OF GNSA

GNSA hereby advises the City that it shall form a Subcommittee of GNSA to deal with the day to day operations and administration of the matters on behalf of GNSA as set out in the Lease Agreement. Upon formation of such Subcommittee, GNSA shall provide the City with notice of same and the identify and contact information of the Chairperson of such Subcommittee. GNSA hereby delegates to that Chairperson authority to make decisions on behalf of GNSA related to the date to date operations and administration of the matters as set out in the Lease Agreement, and further represents and warrants that the City can rely on such decisions made by the Chairperson as binding to GNSA. GNSA shall remain ultimately responsible for all matters related to the Lease Agreement and the decisions made by the Chairperson.

3.0 INSURANCE

- 3.1 The parties acknowledge and agree that Section 6 of the Lease Agreement shall be deleted and replaced with the following:

“The Tenant shall, at its own expense, provide and maintain:

- (1) 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.
- (2) Tenant's Insurance for all equipment, contents and possessions of the Tenant during the Term. The Tenant shall provide evidence of such coverage upon request by the City.”

4.0 CANCELLATION

- 4.1 The parties acknowledge and agree that Section 16 of the Lease Agreement shall be deleted and replaced with the following:

“The Tenant shall have the right to cancel this Lease on giving the City thirty (30) days written notice of their intention to do so. The City shall further have the right to cancel this Lease on giving GNSA sixty (60) days written notice of their intention to do so.”

5.0 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 5.1 The parties acknowledge and agree that Section 17 of the Lease Agreement shall be deleted and replaced with the following:

"Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or emailing the notice to:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Attention: Manager of Recreation & Culture
99 Foster Drive
Community Development & Enterprise Services
Sault Ste. Marie, ON P6A 5X6
(705)759-5311
v.mcleod@cityssm.on.ca

GNSA

Attention: President GNSA, Clive Wilkinson
316 Elizabeth Street
Sault Ste. Marie, ON P6A 6J3
Clivewilkinson1@gmail.com

AND

Attention: GNSA Subcommittee Chairperson
Details to be provided by GNSA once Subcommittee is formed in accordance with Section 2 herein."

- 5.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely carrying out the intent of the Lease Agreement.
- 5.3 If during the Term of the Lease Agreement, the contact person, email address or address changes for either the City or GNSA, the City and GNSA, as the case may be, shall provide advance written notice of same to the other party and notice thereafter shall be provided in accordance with such notice given.

6.0 MISCELLANEOUS

- 6.1 The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Term of the Lease Agreement.
- 6.2 This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.

- 6.3 This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 6.4 This agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the Effective Date.

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

PER:

MAYOR – MATTHEW SHOEMAKER

PER:

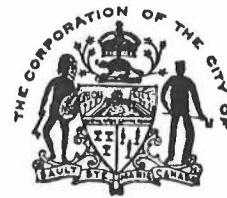
CITY CLERK – RACHEL TYCZINSKI

GREATER NORTH SOCCER ASSOCIATION

PER:


PRESIDENT – CLIVE WILKINSON

PER:



THIS AGREEMENT made this 1st day of December, 1990

BETWEEN: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

- and -

SAULT AMATEUR SOCCER ASSOCIATION
hereinafter called the "Tenant"

WHEREAS the tenant wishes to lease a portion of the building known as the former fire hall located on lands owned by the City at 316 Elizabeth Street in the City of Sault Ste. Marie and hereinafter called the "demised premises".

THIS AGREEMENT WITNESSETH that the City does hereby lease to the tenant the premises containing 1,523 square feet, more or less, hereinbefore described for the term of one year to commence on the first day of December, 1990 and to end on the 30th day of November, 1991 and month to month thereafter, for the total sum of One Dollar (\$1.00).

1. OCCUPANCY

The tenant shall only use the demised premises for office administration meetings, educational clinics and equipment storage. Any other use is prohibited. It is understood that the tenant shall make space available in the demised premises for the Sault Recreational Hockey Association under mutually agreeable terms as well as in accordance with Section 2.

2. TEMPORARY USE BY THE "CITY"

The "City" reserves the right to use the demised premises for and during special functions and events sponsored by the "City". The "City" shall give the tenant a minimum of thirty (30) days notice prior to exercising this right.

3. CONDITION OF PREMISES AT TIME OF LEASING

The tenant accepts the demised premises in its present condition and the City is not required to make any renovations or improvements.

Any improvements made by the tenant shall be at the tenant's sole cost, all of which will become the property of the City at the expiration of the term herein.

4. REPAIRS AND MAINTENANCE

Subject to Section 3 herein, the tenant shall take good care of the demised premises and the fixtures and appurtenances therein at its sole cost and expense and shall make all repairs as and when needed to preserve them in their existing condition.

5. INDEMNITIES

The tenant shall indemnify the City for, and hold the City harmless and free from all liabilities, damages, costs, claims, loss or actions arising out of:

- (1) Any damage to the property of the tenant and of all persons claiming through or under the tenant or damage to any other property howsoever occasioned except where caused by the negligence of the City, its agents, servants or employees.
- (2) Any injury to any person or persons occurring on the demised premises except where such injury has been caused by the negligence of the City, its agents, servants or employees.

6. INSURANCE

The tenant shall, at its own expense, provide and maintain:

- (1) General liability insurance with an approved company in an amount not less than \$1,000,000.00 against claims arising out of any one accident resulting in injury or death to any person or persons or damage to property.

The said insurance policies shall name the City as co-insured and proof of said insurance shall be filed with the Property Manager of the City.

7. INSPECTION OF PROPERTY

The tenant agrees to permit the City at all reasonable times to enter and examine the state of repairs and the operations of the tenant on the demises premises.

8. UTILITY CHARGES & REALTY TAXES

The tenant agrees to pay promptly all charges or costs for realty taxes, heat, water, electricity and other utilities of any nature, kind or all similar costs.

9. CITY MAINTENANCE

The City shall provide all exterior grounds maintenance including access driveway snowplowing.

10. SIGNS

The tenant may place identification signs on the demised premises subject to the City's approval.

11. DESTRUCTION OF DEMISED PREMISES

If the demised premises is destroyed or damaged by fire or other means and if in the sole opinion of the City the demised premises is no longer fit for the tenant's purposes, the tenant shall surrender its interests in the demised premises and the lease shall terminate.

12. SURRENDER OF PREMISES

The tenant shall, upon the expiration or other determination of this lease, for any reason whatsoever, surrender to the City, the said demised premises together with all alterations and improvements thereof (except furniture and other equipment) which may be made or installed.

13. ABANDONMENT

If during the term of this lease, the demised premises shall be abandoned by the tenant, the City may enter into and upon the demised premises and, at the option of the City, this lease shall terminate and all of the rights of the tenant with respect to said premises shall be absolutely forfeited and shall lapse.

14. ASSIGNMENT

The tenant shall not assign this lease without the City's prior written consent, which consent may be arbitrarily withheld.

15. REMEDIES OF THE CITY

The specified remedies to which the City may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which the City may be lawfully entitled.

16. CANCELLATION

The tenant shall have the right to cancel this lease on giving the City thirty (30) days written notice of their intention to do so.

17. NOTICES

All notices pursuant to this lease shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

Commissioner of Community Services
Community Services Department
Civic Centre
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

and in the case of the tenant, addressed to:

Sault Amateur Soccer Association
c/o 29 Robin Crescent
Sault Ste. Marie, Ontario
P6A 5Y4

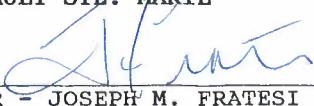
unless either party gives notice to the other of change of address by registered mail. The date of any such notice shall be deemed to be 48 hours after such mailing.

15. BINDING EFFECT

The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set
their hands and seals this 14th day of JANUARY,
1990.
1991

) THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

) 
MAYOR - JOSEPH M. FRATESI

) 
CLERK - WILLIAM G. LINDSAY

) SAULT AMATEUR SOCCER ASSOCIATION

) 
ROY O'NEILL
SECRETARY

) 
JOHN FELTON - PRESIDENT
SAULT YOUTH SOCCER LEAGUE

) We have authority to bind the
Association

S. Davidson
B. Dunbar

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-90

AGREEMENT: A by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the use of soccer fields and related matters at the Strathclair Sports Complex.

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 Assignment Agreement dated May 29, 2023 between the City and Greater North Soccer Association, a copy of which is attached as Schedule "A" hereto. This Assignment Agreement is for the use of soccer fields and related matters at the Strathclair Sports Complex.

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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS ASSIGNMENT AGREEMENT made this 29th day of May, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

("City")

-AND-

GREATER NORTH SOCCER ASSOCIATION

("GNSA")

WHEREAS the City and SASA entered into an Agreement dated March 10, 2017 for a term of five (5) years commencing on May 1, 2017 and terminating on April 30, 2022 for the use of the Strathclair soccer fields and related matters, and which further set out the rights and responsibilities of both parties to the Field House, a structure which is owned by SASA and placed on the City Property at Strathclair Fields (hereinafter the Strathclair Agreement"), a copy of which is appended as Schedule "A" to this Agreement;

AND WHEREAS the City and SASA further entered into an Amending Agreement dated April 11, 2022 which extended the original Term for a further period of five (5) years, commencing on May 1, 2022 and terminating on April 30, 2027 (the Amending Strathclair Agreement") and which confirmed all other terms and conditions of the main Strathclair Agreement continue to apply, a copy of which is appended as Schedule "B" to this Agreement;

AND WHEREAS as part of a reorganization of district soccer associations across Ontario from twenty-one (21) District Associations to six (6) District Associations, SASA amalgamated with a number of northern soccer associations to form the Greater North Soccer Association effective January 1, 2023;

AND WHEREAS Section 22 of the Strathclair Agreement provides that the Strathclair Agreement, and therefore the Amending Strathclair Agreement shall not be assigned by SASA without the prior written consent of the City;

AND WHEREAS given the amalgamation, GNSA has requested the assignment of the Strathclair Agreement and Amending Strathclair Agreement from SASA to GNSA and the City is agreeable to same, subject to the terms and conditions set out below:

NOW THEREFORE in consideration of the promises, 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:

1.0 SUCCESSOR GIVEN AMALGAMATION - GNSA

The parties hereby acknowledge and agree that several District Associations, including SASA have amalgamated into GNSA and therefore SASA has dissolved as of the Amalgamation Date, being January 1, 2023 (the "Effective Date"). The City hereby assigns, transfers, conveys and makes over absolutely to GNSA as and from the Effective Date, all of SASA's rights, responsibilities, interest in and to, and all the benefits of SASA under the Strathclair Agreement and Amending Strathclair Agreement. The parties further acknowledge and agree that GNSA is the successor to SASA and thereby is bound to all the terms and conditions of the Strathclair Agreement and Amending Strathclair Agreement as of the Effective Date.

2.0 SUBCOMMITTEE OF GNSA

GNSA hereby advises the City that it shall form a Subcommittee of GNSA to deal with the day to day operations and administration of the matters on behalf of GNSA as set out in the Strathclair Agreement and Amending Strathclair Agreement. Upon formation of such Subcommittee, GNSA shall provide the City with notice of same and the identify and contact information of the Chairperson of such Subcommittee. GNSA hereby delegates to that Chairperson authority to make decisions on behalf of GNSA related to the date to date operations and administration of the matters as set out in the Strathclair Agreement and Amending Strathclair Agreement, and further represents and warrants that the City can rely on such decisions made by the Chairperson as binding to GNSA. GNSA shall remain ultimately responsible for all matters related to the Strathclair Agreement and Amending Strathclair Agreement and the decisions made by the Chairperson.

3.0 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 3.1 The parties acknowledge and agree that Section 21(a) of the Strathclair Agreement shall be deleted and replaced with the following:

"Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or emailing the notice to:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Attention: Manager of Recreation & Culture
99 Foster Drive
Community Development & Enterprise Services
Sault Ste. Marie, ON P6A 5X6
(705)759-5311
v.mcleod@cityssm.on.ca

GNSA

Attention: President GNSA, Clive Wilkinson
316 Elizabeth Street
Sault Ste. Marie, ON P6A 6J3
Clivewilkinson1@gmail.com

AND

Attention: GNSA Subcommittee Chairperson

Details to be provided by GNSA once Subcommittee is formed in accordance with Section 2 herein."

- 3.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely carrying out the intent of the Strathclair Agreement and Amending Strathclair Agreement.
- 3.3 If during the Term of the Amending Strathclair Agreement the contact person, email address or address changes for either the City or GNSA, the City and GNSA, as the case may be, shall provide advance written notice of same to the other party and notice thereafter shall be provided in accordance with such notice given.

4.1 MISCELLANEOUS

- 4.1 The parties hereto acknowledge and agree that the remaining terms and conditions of the Strathclair Agreement and Amending Strathclair Agreement shall remain in place and in full force and effect during the remaining Term as set out in the Amending Strathclair Agreement.
- 4.2 This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.

- 4.3 This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 4.4 This agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the Effective Date.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – MATTHEW SHOEMAKER

PER:

CITY CLERK – RACHEL TYCZINSKI

GREATER NORTH SOCCER ASSOCIATION

PER:


PRESIDENT – CLIVE WILKINSON

PER:

Schedule "A"

THIS AGREEMENT made in triplicate this 10th day of March, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "City"

OF THE FIRST PART

-and-

THE SAULT AMATEUR SOCCER ASSOCIATION
Hereinafter called "SASA"

OF THE SECOND PART

WHEREAS the City is the owner of lands more particularly described in Schedule "A" attached hereto and hereinafter referred to as Strathclair Park;

AND WHEREAS SASA is the owner of a structure located on Strathclair Park and delineated in red on the map attached here as Schedule "B" and hereinafter referred to as the Field House;

AND WHEREAS both Strathclair Park and the Field House meet the City's desire to accommodate spectators and players who utilize Strathclair Park;

NOW THEREFORE the Parties hereto agree as follows:

1. TERM

- (a) This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2017 and terminating on April 30, 2022 (the "Term").

2. FIELD HOUSE MAINTENANCE

- (a) SASA shall ensure that the Field House complies with all relevant laws and regulations, including but not limited to the *Ontario Building Code Act*, *Liquor Licence Act*, *Occupier's Liability Act*, and any relevant municipal by-laws at their sole expense.
- (b) SASA shall be responsible for the maintenance, upkeep and renovations of the Field House except the Concession Area. SASA

shall further be responsible for all costs, expenses and liabilities relating to the Field House except the Concession Area.

- (c) In the event that SASA fails to meet its maintenance requirements as set out in this Agreement in the City's sole view, the City may at its option effect the necessary maintenance, renovations or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.
- (d) SASA shall maintain, upkeep and repair the washrooms and change rooms areas located in the Field House at their sole expense. The City shall perform the day to day cleaning services for the Field House, including the washroom and change room areas. The said cleaning services shall occur only during regular season play. The City shall keep the washroom facilities appropriately stocked with soap and paper products.
- (e) SASA shall monitor the Field House and ensure that the Field House is kept secure. SASA agrees that security and supervision of the Field House shall be the sole responsibility and expense of SASA.
- (f) Both SASA and the City shall appoint contacts from their respective organizations for emergency purposes.
- (g) SASA shall be solely responsible for any and all PUC charges supplying the Field House and the Concession Area. Upon payment of the aforesaid PUC charges by SASA to the PUC, SASA shall on an annual basis during the Term of this Agreement provide the City with all necessary documentation to permit the City to calculate the PUC charges incurred by the City for its use and operation of the Concession Area. The City shall thereafter promptly reimburse SASA for the PUC charges incurred by the City for its use and operation of the Concession Area on an annual basis.

3. CONCESSION AREA

- (a) The City shall have the exclusive right to operate the Concession Area from the Field House located at Strathclair Park.

- (b) No food sales or other concessions shall be permitted on site at Strathclair Park without the prior written permission of the City. The City reserves the right to impose a charge calculated as a percentage of gross sales.
- (c) The City agrees to advance any profits from the concession sales to the Corporation of the City of Sault Ste. Marie Strathclair Park Development Account which is a reserve account for future capital expenditures.

4. TAXES

- (a) SASA shall be responsible for all taxes, including local improvements or other rates or levies of any kind or nature that may be levied or imposed on the Field House.

5. USE OF FIELDS

- (a) The City hereby permits SASA to utilize the soccer fields located at Strathclair Park during the Term, subject to the terms and conditions of this Agreement.
- (b) SASA agrees to use the soccer fields at Strathclair Park only for the uses as set out in the Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking this Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.
- (c) The City may permit community members other than SASA to use the soccer fields located at Strathclair Park. In the event that the City permits other community members to use the soccer fields at Strathclair Park, the City shall provide notice of the same to SASA.
- (d) SASA agrees to comply with any and all by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the soccer fields located at Strathclair Park, and all applicable Federal and Provincial statutes and regulations at their sole expense.

- (e) SASA shall make all reasonable effort to ensure that players, participants and spectators use the fields and equipment in a manner fit for the appropriate purpose.
- (f) The City strongly recommends that SASA ensure all field users wear full CSA approved equipment as it applies to the sport of soccer.
- (g) SASA shall be responsible at their sole cost and expense for:
 - a. the set up of the soccer fields at Strathclair Park, other than any set up activities that have been specifically designated to be the responsibility of the City in this Agreement;
 - b. ensuring that the soccer fields located at Strathclair Park are left clean before departing Strathclair Park;
 - c. ensuring that no damage/vandalism at Strathclair Park occurs during its use of Strathclair Park; and
 - d. the supply of all rented or privately owned property and equipment necessary for their use of the soccer fields at Strathclair Park.
- (h) The parties hereto acknowledge and agree that SASA owns the player shelter structures located at Strathclair Park. SASA shall maintain, upkeep and repair the player shelter structures located at Strathclair Park. Further, SASA shall ensure that the player shelter structures comply with all relevant laws and regulations, including any relevant municipal by-laws at their sole expense.
- (i) SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of Strathclair Park or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that prior to each and every use of Strathclair Park or any part thereof, it has carried out a complete inspection of Strathclair Park and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using Strathclair Park and the

Facility Infrastructure on an "as is where is" basis on each occasion of use. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of Strathclair Park for its use, SASA shall not use the Strathclair Park and shall report such concern(s) to the City immediately in accordance with the notice provisions set out in paragraph 21 of this Agreement.

- (j) The parties hereto acknowledge and agree that the City and SASA are each signatory to a Letter of Understanding re: Irrigation System dated May 4, 2006 (the "Letter of Understanding") which sets out the rights and obligations between SASA and the City for the installation and maintenance of an irrigation system at Strathclair Park. The Letter of Understanding is appended hereto as Schedule "A" to this Agreement. The parties hereto acknowledge and agree that the rights, obligations and responsibilities of the City and SASA regarding the Strathclair Park Irrigation System are as set out in Schedule "A" to this Agreement.

6. SOCCER FIELD MAINTENANCE FOR DESIGNATED SOCCER FIELDS

- (a) The City shall be responsible for field maintenance at the designated soccer fields at Strathclair Park, specifically grass cutting, repairing of field potholes and field lining.
- (b) The City shall erect soccer nets on junior and senior posts on or before Victoria Day of each year of this Agreement. The City shall remove the said nets at the end of the scheduled soccer season.

7. SCHEDULE AND FEES

- (a) SASA shall appoint a representative to work in conjunction with City staff to determine field schedule needs.
- (b) The City shall schedule all soccer play for the summer season beginning from Victoria Day and up to and including Labour Day of each year of this Agreement ("Term of Usage"). Any soccer play beyond August 31st requires the prior consent of the City. SASA acknowledges that it is the responsibility of SASA to ensure that its scheduling adheres to the Term of Usage as set out herein.
- (c) SASA's representative shall provide to the City all league schedules by the first Friday in May of each year of this Agreement.

The said schedules shall include the location, date and time of play. The City shall schedule practices on receipt of practice requests from SASA following the Schedule of league play if time permits and the appropriate field is available.

- (d) The City shall impose fees for the use of soccer fields in accordance with By-law 2016-180 and amendments thereto.
- (e) The City may pre-empt and terminate SASA's use of the fields at any time in order that the City may use Strathclair Park for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

8. CANCELLATION

- (a) SASA shall be permitted to cancel field time with seven (7) days written notice to the City.
- (b) When SASA is not able to utilize the fields due to inclement weather, SASA shall notify the City by the end of the calendar month of the unused field time.
- (c) When the City does not intend to prepare the fields due to inclement weather, the City shall notify SASA within three (3) hours prior to the booking start time that the soccer fields are unplayable.

9. LIGHTING

- (a) The field lights are the exclusive possession of SASA.
- (b) SASA shall be responsible for the maintenance, upkeep and repair of the field lights. SASA is further responsible for all operating, maintenance and charges related to the field lights.
- (c) In the event that SASA fails to maintain, upkeep and/or repair the field lights in the City's sole view, the City may at its option effect the necessary maintenance or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.

10. WASTE AND NUISANCE

(a) SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure Strathclair Park or any part thereof, or otherwise cause a nuisance. Any such action to Strathclair Park by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement shall be the financial responsibility of SASA to repair. SASA agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair Strathclair Park. Any costs incurred by the City to repair Strathclair Park for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

11. ALCOHOLIC BEVERAGES

(a) SASA agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

12. LOTTERY LICENSES

(a) SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses, costs or assessments of every nature and kind whatsoever resulting therefrom.

13. ADDITIONAL CHARGES

(a) Any charges for extra clean up required after the use by SASA of Strathclair Park, in the sole view of the City, are payable by SASA immediately upon demand by the City.

14. NO SMOKING BY-LAW 2003-7

- (a) SASA shall be solely responsible for compliance with this by-law.

15. SUPERVISION

- (a) SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at Strathclair Park and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel this Agreement. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

16. LOST, DAMAGED OR STOLEN ITEMS

- (a) The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement.

17. INSURANCE

- (a) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with SASA's use of the Field House or Strathclair Park or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts of the City.
- (b) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, property insurance for the Field House, insuring the Field House on a full replacement cost basis.

- (c) Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1st of each calendar year.
- (d) SASA acknowledges and agrees that the City may require additional proof of insurance for tournament play.
- (e) The taking out of insurance shall not limit SASA's liability under this Agreement. SASA acknowledges and understands that liability insurance coverage responds only for the use of Strathclair Park and the Field House for the purpose(s) as specified in this Agreement.
- (f) SASA shall provide evidence of alternate insurance coverage for any use of Strathclair Park and the Field House for a non-sanctioned event.

18. LIMITED LIABILITY AND RELEASE

- (a) SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the Field House or Strathclair Field or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

19. INDEMNITY

- (a) SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by

the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with SASA's use of Strathclair Park or the Field House or any others matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

- (b) SASA shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Field House, and shall 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 SASA with such Laws, By-Laws, Rules and Regulations.
- (c) SASA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Field House.

20. DEFAULT AND TERMINATION

- (a) In the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - (i) if SASA makes a material misrepresentation to the City in connection with this Agreement;
 - (ii) if SASA becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - (iii) if a receiver is appointed over any of SASA's property or undertakings; or
 - (iv) a material breach of this Agreement.
- (b) SASA shall, at its sole expense, promptly remove all rented or privately owned property and personal effects from Strathclair Park at the end of the Term of this Agreement or upon earlier termination

of this Agreement. In the event that SASA fails to promptly removal all rented or privately owned property and personal effects from Strathclair Park as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (c) Paragraphs 2, 4, 5(b)(g)(h)(i)(j), 9(d), 10, 12, 15-18, and 19(b) of this Agreement survive the termination of this Agreement.

21. NOTICE

- (a) Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or e-mailing the notice to The Corporation of the City of Sault Ste. Marie, Community Services Department, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5N1 and to Sault Amateur Soccer Association, 316 Elizabeth Street, Sault Ste. Marie, Ontario, P6A 6J3.
- (b) In the case of mailing the aforesaid notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

22. ASSIGNMENT

- (a) This Agreement shall not be assigned by SASA without the prior written consent of the City.

23. AMENDMENTS

- (a) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

24. ENTIRE AGREEMENT

(a) SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and its Schedule, which constitutes the entire agreement between the parties concerning Strathclair Park and which may be modified only as set out in paragraph 23 above.

25. BINDING EFFECT

(a) The terms and provisions of this contract shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and, where permitted, assigns.

26. GOVERNING LAW

- (a) The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

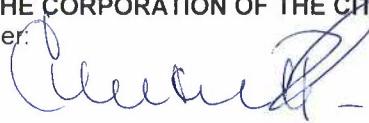
IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the 10th day of March, 2017.

SIGNED, SEALED and DELIVERED
In the presence to

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2017-60

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – MALCOLM WHITE

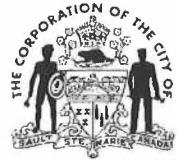
SAULT AMATEUR SOCCER ASSOCIATION

Per:



PRESIDENT – CLIVE WILKINSON


VICE PRESIDENT – ANTHONY PACE



File No. L-297

2006 05 04

Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie ON P6A 6J3

Dear Sirs:

Re: Letter of Understanding re Irrigation System

The purpose of this letter is to set out the rights and obligations between the Sault Amateur Soccer Association ("SASA") and the City of Sault Ste. Marie for the purposes of the installation and maintenance of an irrigation system at Strathclair Park soccer fields.

1. The parties agree that Strathclair Park and the soccer fields located thereon are owned by the City of Sault Ste. Marie.
2. The Strathclair soccer fields are used by SASA pursuant to an annual permit system established and applied by the City of Sault Ste. Marie.
3. SASA has expressed an interest in the development and improvement of the Strathclair soccer fields.
4. The parties agree that the installation of an irrigation system on the Strathclair soccer fields will work towards on-going Strathclair soccer field development and improvement.
5. By resolution dated April 24th, 2005, The Council for the Corporation of the City of Sault Ste. Marie has approved a \$40,000.00 grant to SASA to be put towards the installation of the said irrigation system.
6. SASA is prepared to arrange for and fund, with the assistance of the said \$40,000.00 grant, the installation of an irrigation system for the Strathclair soccer field.
7. SASA has retained STEM Engineering to design and supervise the installation of the irrigation system.
8. The SASA/Contractor is to provide detailed layout with GPS coordinates for the sprinkler system to the City.
9. The installation of the irrigation system is to commence on or about May 8, 2006.
10. SASA agrees to ensure that all steps in the installation of the irrigation system shall be completed with due care and in a timely fashion but at any rate before May 31, 2006.
11. SASA agrees to ensure that the Strathclair soccer fields are left in a proper condition and fit for the design purpose, to wit: soccer play. SASA agrees to be responsible for any damage resulting from the installation of the irrigation system.

12. The City agrees to provide any and all necessary maintenance of the irrigation system once it is duly installed.
13. SASA agrees to provide to the City proof of the contractor's liability insurance in the amount of \$5 million dollars. SASA will provide proof of said insurance to the City of Sault Ste. Marie on or before May 8, 2006.
14. The City agrees to forward the grant of \$40,000.00 upon receipt of proper invoicing for the installation of the irrigation system.
15. Any water charges associated with the irrigation system will be split between the City and SASA on a 50/50 ratio.

By signing below the parties hereto are indicating their acceptance of the foregoing terms and obligations set out herein.

Date: May ____, 2006.

SAULT AMATEUR SOCCER ASSOCIATION

Per:


Leanne Williams
President -


Cindy Kervin
Secretary -

Date: May 12 2006

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Per:


Nick Apostle, Commissioner, Community Services


Pat McAuley - Commissioner of Public Works
and Transportation

THIS AMENDING AGREEMENT made in triplicate this 11th day of April, 2022.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

SAULT AMATEUR SOCCER ASSOCIATION

(hereinafter referred to as "SASA")

WHEREAS the City and SASA entered into a Main Agreement dated March 10, 2017 for the use of Strathclair Park;

AND WHEREAS the term of the Main Agreement commences on May 1, 2017 for a period of five (5) years ending April 30, 2022;

AND WHEREAS the parties consider it desirable to continue their participation in an Agreement on the same terms and conditions as set out in the Main Agreement for a further five (5) year term;

NOW THEREFORE in consideration of the promises, 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. TERM

This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2022, and terminating on April 30, 2027 ("Term").

2. The parties acknowledge and agree that all other terms and conditions as set out in the Main Agreement shall apply to this Agreement for the Term.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

SAULT AMATEUR SOCCER ASSOCIATION

President

Secretary

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE



MAYOR - CHRISTIAN PROVENZANO



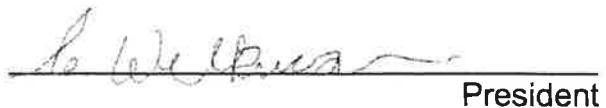
CITY CLERK - RACHEL TYCZINSKI

APPROVED BY
CITY OF SAULT STE. MARIE

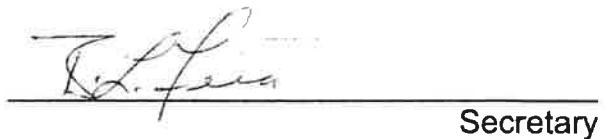
BY-LAW# 22-062

SIGNED, SEALED AND DELIVERED
in the presence of:

SAULT AMATEUR SOCCER ASSOCIATION



President



Secretary

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-91

AGREEMENT: A by-law to authorize the execution of the Assignment Agreement between the City and Greater North Soccer Association for the use of indoor soccer fields and related matters at the Northern Community Centre.

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 Assignment Agreement dated May 29, 2023 between the City and Greater North Soccer Association, a copy of which is attached as Schedule "A" hereto. This Assignment Agreement is for the use of indoor soccer fields and related matters at the Northern Community Centre.

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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS ASSIGNMENT AGREEMENT made this 29th day of May, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

("City")

-AND-

GREATER NORTH SOCCER ASSOCIATION

("GNSA")

WHEREAS the City and SASA entered into an Agreement dated June 9, 2014 for a term of twenty (20) years commencing on June 1, 2012 and terminating on May 31, 2032 for the use of the indoor soccer fields located at the Northern Community Centre (the "NCC") located at 556 Goulais Avenue, Sault Ste. Marie, Ontario and related matters, and which further set out the rights and responsibilities of both parties to the fields at NCC (hereinafter the NCC Agreement"), a copy of which is appended as Schedule "A" to this Agreement;

AND WHEREAS as part of a reorganization of district soccer associations across Ontario from twenty-one (21) District Associations to six (6) District Associations, SASA amalgamated with a number of northern soccer associations to form the Greater North Soccer Association effective January 1, 2023;

AND WHEREAS Section 31 of the NCC Agreement provides that the NCC Agreement, shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns;

AND WHEREAS given the amalgamation, GNSA has requested the assignment of the NCC Agreement from SASA to GNSA and the City is agreeable to same, subject to the terms and conditions set out below:

NOW THEREFORE in consideration of the promises, 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:

1.0 SUCCESSOR GIVEN AMALGAMATION - GNSA

The parties hereby acknowledge and agree that several District Associations, including SASA have amalgamated into GNSA and therefore SASA has dissolved as of the Amalgamation Date, being January 1, 2023 (the "Effective Date"). The City hereby assigns, transfers, conveys and makes over absolutely to GNSA as and from the Effective Date, all of SASA's rights, responsibilities, interest in and to, and all the benefits of SASA under the NCC Agreement. The parties further acknowledge and agree that GNSA is the successor to SASA and thereby is bound to all the terms and conditions of the NCC Agreement as of the Effective Date.

2.0 SUBCOMMITTEE OF GNSA

GNSA hereby advises the City that it shall form a Subcommittee of GNSA to deal with the day to day operations and administration of the matters on behalf of GNSA as set out in the NCC Agreement. Upon formation of such Subcommittee, GNSA shall provide the City with notice of same and the identify and contact information of the Chairperson of such Subcommittee. GNSA hereby delegates to that Chairperson authority to make decisions on behalf of GNSA related to the date to date operations and administration of the matters as set out in the NCC Agreement, and further represents and warrants that the City can rely on such decisions made by the Chairperson as binding to GNSA. GNSA shall remain ultimately responsible for all matters related to the NCC Agreement and the decisions made by the Chairperson.

3.0 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 3.1 The parties acknowledge and agree that Section 32 of the NCC Agreement shall be deleted and replaced with the following:

"Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or emailing the notice to:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Attention: Manager of Recreation & Culture
99 Foster Drive
Community Development & Enterprise Services
Sault Ste. Marie, ON P6A 5X6
(705)759-5311
v.mcleod@cityssm.on.ca

GNSA

Attention: President GNSA, Clive Wilkinson
316 Elizabeth Street
Sault Ste. Marie, ON P6A 6J3
Clivewilkinson1@gmail.com

AND

Attention: GNSA Subcommittee Chairperson

Details to be provided by GNSA once Subcommittee is formed in accordance with Section 2 herein.

In the case of mailing the notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is emailed or delivered, the notice is deemed to have been received on the same day it has been sent."

- 3.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely carrying out the intent of the NCC Agreement.
- 3.3 If during the Term of the amending NCC Agreement the contact person, email address or address changes for either the City or GNSA, the City and GNSA, as the case may be, shall provide advance written notice of same to the other party and notice thereafter shall be provided in accordance with such notice given.

4.1 MISCELLANEOUS

- 4.1 The parties hereto acknowledge and agree that the remaining terms and conditions of the NCC Agreement shall remain in place and in full force and effect during the remaining Term as set out in the Amending NCC Agreement.
- 4.2 This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.
- 4.3 This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 4.4 This agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the Effective Date.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – MATTHEW SHOEMAKER

PER:

CITY CLERK – RACHEL TYCZINSKI

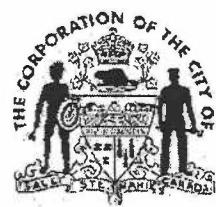
GREATER NORTH SOCCER ASSOCIATION

PER:


PRESIDENT – CLIVE WILKINSON

PER:

7799



This Agreement made in duplicate this 9th day of June, 2014

BETWEEN:

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

- and -

**Sault Amateur Soccer Association
(hereinafter called "SASA")**

WHEREAS SASA has applied to the City for permission to utilize the Northern Community Centre located at 556 Goulais Avenue, Sault Ste. Marie, Ontario (the "NCC") and the City is prepared to grant the said application,

AND WHEREAS the City and SASA have come to an agreement in respect to the use of the NCC by SASA,

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

1. TERM OF THIS AGREEMENT

This Agreement shall be in effect for a period of twenty (20) years, commencing June 1, 2012 and ending on May 31, 2032 (the "Term").

2. PREMISES

Provided that SASA is not in default hereunder, and subject to the terms and conditions of this Agreement, the City hereby permits SASA to utilize the soccer fields located at the NCC during the Term.

3. FOOD & BEVERAGE

The City shall have the sole and exclusive right to the sale and distribution of all food and beverages unless otherwise approved by the City. SASA acknowledges and agrees that food and beverages are not permitted on the playing surface of the NCC and SASA shall be responsible for ensuring that SASA, and its invitees, guests or participants comply with same.

4. APPROVED INDOOR TURF FOOTWEAR

- (a) SASA shall ensure that all footwear worn by SASA members or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the NCC or any other matters under this Agreement is cleaned prior to entering the Field Turf surface of the NCC. Further, SASA acknowledges and agrees that metal cleats are under no circumstances permitted in the NCC.
- (b) SASA further acknowledges and agrees that the superior playing characteristics of the Field Turf surface of the NCC are directly associated with correct footwear and include: torque release, surface friction and traction. SASA further acknowledges and agrees that the best types of shoes are moulded cleats or screw-ins (maximum recommended length

is one-half (1/2") inch and that footwear designated for natural grass is easily transferable to use on Field Turf in the NCC.

5. ALLOTMENT OF FIELD TIME

(a) *Rationale*

The parties hereto acknowledge that the NCC opened March 2012 as a new indoor multi-use sports facility. The parties hereto acknowledge and agree that it is not reasonable for SASA to commit to a required number of rentals hours until SASA has determined their final registrations for each league/division.

(b) *Base Field Time – Indoor Soccer at NCC*

The parties hereto acknowledge and agree that the playing year for SASA Indoor Soccer at the NCC for each year in the Term shall be defined as the Three Hundred and Sixty Five (365) day period commencing June 1, 2012 and ending May 31, 2013, and every June 1st to May 31st period thereafter during the Term (the "Playing Year"). The parties hereto acknowledge and agree that SASA shall be entitled to the base field time as outlined in the letter from SASA dated February 19, 2009, a copy of which is appended as Schedule "A" to this Agreement (the "Base Field Time") for SASA Indoor Soccer at the NCC for every Playing Year in the Term.

(c) *Allotment of Field Time*

The parties hereto acknowledge and agree that the process for allocating field time shall be as follows:

- (i) The City shall provide SASA with the Base Field Time for indoor soccer at the NCC on June 1st, 2012 for the Playing Year that commences June 1st, 2012. For every Playing Year thereafter in the Term, the City shall provide SASA with its Base Field Time for Indoor Soccer at the NCC on the June 1st that commences that applicable Playing Year.
- (ii) SASA shall adjust the Base Field Time once registrations for each league/division have been determined ("Adjusted Allotment of Field Time"). The adjustment set out herein shall be completed by SASA no later than August 31st, 2012 for the Playing Year that commences June 1st, 2012. For every Playing Year thereafter in the Term, SASA shall complete the adjustment set out herein by the 31st day of August for that applicable Playing Year. Once completed, SASA shall forthwith report its requirements for Adjusted Allotment of Field Time in writing to the City.
- (iii) For every Playing Year in the Term, upon receipt of the Adjusted Allotment of Field Time from SASA, the City shall, within ten (10) days of receiving same, determine in their sole discretion the final Adjusted Allotment of Field Time for SASA (the "Final Adjusted Allotment of Field Time") for that particular Playing Year. Once completed, the City shall forthwith report the Final Adjusted Allotment of Field Time for that particular Playing Year in writing to SASA.

(d) *Primary Tenant Privileges*

The parties hereto acknowledge and agree that SASA is recognized as the primary tenant for the NCC and as such, SASA will have certain privileges as determined by the City when it comes to the annual distribution of facility (field) time for the NCC. The City will advise other user groups of the NCC that their allotment of time could be affected if an increase in SASA's time is necessary.

6. LEASE PAYMENTS – YEARLY CONTRIBUTION

(a) *SASA's Contribution Owing to Date*

(i) *Past Surcharges Collected*

The parties hereto acknowledge and agree that SASA committed and shall therefore pay to the City a surcharge per registrant for all of SASA's Indoor and

Outdoor Soccer Programs, regardless of the location the soccer is played, commencing 2009 and for a period of twenty years thereafter, ending on June 30, 2028 (the "Last Payment Date"), as set out in correspondence dated June 12, 2009, a copy of which is appended as Schedule "B" to this Agreement. The parties further acknowledge and agree that the Chart appended as Schedule "C" to this Agreement sets out the total number of registrants and the applicable surcharge SASA represents and warrants to have collected for all of SASA's Indoor and Outdoor Soccer Programs per registrant for the seasons commencing 2009 to 2013 inclusive. SASA shall therefore pay to the City the following:

- (A.) The sum of Thirty Seven Thousand, Nine Hundred and Seventy (\$37,970.00 CDN) Dollars representing the surcharge of Ten (\$10.00 CDN) Dollars charged and collected per registrant for all of SASA's 2009 Indoor/Outdoor Soccer Programs, representing a capital contribution towards the NCC, with the total number of registrants being Three Thousand, Seven Hundred and Ninety Seven (3,797) people;
- (B.) The sum of Forty-Eight Thousand, Six Hundred and Seventy-Two (\$48,672.00 CDN) Dollars representing the surcharge of Thirteen (\$13.00 CDN) Dollars charged and collected per registrant for all of SASA's 2010 Indoor/Outdoor Soccer Programs, representing a capital contribution towards the NCC, with the total number of registrants being Three Thousand, Seven Hundred and Forty-Four (3,744) people;
- (C.) The sum of Fifty Four, Eight Hundred and Eighty-Five (\$54,885.00 CDN) Dollars representing the surcharge of Fifteen (\$15.00 CDN) Dollars charged and collected per registrant for all of SASA's 2011 Indoor/Outdoor Soccer Programs, representing a capital contribution towards the NCC, with the total number of registrants being Three Thousand, Six Hundred and Fifty-Nine (3,659) people;
- (D.) The sum of Fifty-Nine Thousand, Seven Hundred and Thirty (\$59,730.00 CDN) Dollars representing the surcharge of Fifteen (\$15.00 CDN) Dollars charged and collected per registrant for all of SASA's 2012 Indoor/Outdoor Soccer Programs, representing an operating contribution towards the NCC, with the total number of registrants being Three Thousand, Nine Hundred and Eighty-Two (3,982) people;
- (E.) The sum of Forty-Four Thousand, Nine Hundred and Fifty-One (\$44,951.00 CDN) Dollars representing the surcharge of Fifteen (\$15.00 CDN) Dollars charged and collected per registrant for all of SASA's 2013 Outdoor Soccer Program, representing an operating contribution towards the NCC, with the total number of registrants being Two Thousand, Eight Hundred and Fifty-Four (2,854) people; and
- (F.) The parties acknowledge and agree that the total amount payable by SASA to the City in accordance with Article 6(a)(i)(A.) to (E.) inclusive is Two Hundred and Forty-Six Thousand, Two Hundred and Eight (\$246,208.00 CDN) Dollars (the "Past Surcharge Payable by SASA").

(ii) SASA Capital Purchases Fund

The parties hereto acknowledge and agree that prior to the opening of the NCC, SASA established a Capital Purchases Fund (the "Reserve Fund"). The parties further hereto acknowledge and agree that SASA made representations and commitments to the City with respect to the allotment and purchases that may be made by SASA from the Reserve Fund, all of which are set out in correspondence from the City's Commissioner of Community Services Department dated August 27, 2013 and appended as Schedule "D" to this Agreement. SASA acknowledges and agrees:

- (A.) to be bound by the terms and commitments set out in the aforesaid correspondence appended as Schedule "D" to this Agreement; and

- (B.) to purchase or otherwise pay and fund the items set out in Schedule "D" to this Agreement from the Reserve Fund (the "Total Expenditures").

(iii) Calculation of Total Past Payable by SASA to City

The parties acknowledge and agree that the Past Surcharge Payable by SASA to the City as set out in Article 6(a)(i)(F.) above shall be reduced by the Total Expenditures actually paid by SASA. Specifically, the parties acknowledge and agree that:

- (a) in the event that SASA purchases all of the Total Expenditures which collectively total Eighty One Thousand, Seven Hundred and Fifty-Seven (\$81,757.00 CDN) Dollars, SASA shall pay to the City One Hundred, Sixty Four Thousand, Four Hundred and Fifty (\$164,450.00 CDN) Dollars; and
- (b) in the event that SASA did not purchase all of the Total Expenditures, SASA shall pay to the City an amount calculated as the Past Surcharge Payable by SASA less the Total Expenditures actually paid by SASA.

The parties hereto acknowledge and agree that amount owing by SASA in accordance with Article 6(a)(iii) herein shall be hereinafter referred to as the "Total Past Payable" by SASA to the City. SASA shall pay to the City the Total Past Payable on or before December 31, 2014.

(b) Yearly Contribution During Term

For every Playing Year in the Term, the parties hereto agree that SASA shall pay to the City a yearly lease payment for utilizing the NCC (the "Yearly Contribution"), which Yearly Contribution shall be calculated and paid by SASA to the City as follows:

- (i) for the Yearly Contribution payable by SASA to the City on or before June 1, 2014, the Yearly Contribution shall be calculated as the total number of registrations for all of SASA's Indoor Soccer Program, regardless of the location the soccer is played, for the period October 1, 2013 until May 31, 2014, multiplied by a surcharge of Fifteen (\$15.00 CDN) Dollars per registrant;
- (ii) for the Yearly Contribution payable by SASA to the City on or before June 1st, 2015 and each and every June 1st thereafter during the Term, the Yearly Contribution shall be calculated as the total number of registrations for all of SASA's Indoor and Outdoor Soccer Programs, regardless of the location the soccer is played, for the previous year defined as that year commencing the June 1st and ending the May 31st that is one year before the Yearly Contribution is due and owing, multiplied by a surcharge of Fifteen (\$15.00 CDN) Dollars per registrant.

The parties hereto acknowledge and agree that SASA shall pay to the City a surcharge of Fifteen (\$15.00 CDN) Dollars per registrant for all of SASA's Indoor and Outdoor Soccer Programs, regardless of the location the soccer is played, in the manner and for the specific Playing Years in the Term as set out above regardless of whether or not the actual surcharge charged by SASA to each registrant is greater than or less than Fifteen (\$15.00 CDN) Dollars.

(c) Verification of Number of Registrants

The City reserves the right to request further documentation that it determines, in its sole discretion is necessary to verify the total number of registrants stated by SASA to have registered in SASA's Indoor and Outdoor Soccer Programs, regardless of the location the soccer is played, for the seasons set out in Schedule "C" to this Agreement and throughout the Term of this Agreement. SASA shall produce such verification as requested by the City immediately upon demand.

(d) Allotment of Payments from SASA by City

The parties hereto further acknowledge and agree that City Council approved the allotment of the Yearly Contributions from SASA as set out in Article 6(a) and (b) to the annual operating expenses associated with the NCC. In accordance with the approval from City Council, the parties hereto acknowledge and agree that payments from SASA shall be allotted to the annual operating expenses associated with the NCC.

(e) Term for Yearly SASA Contribution

In accordance with its commitment as set out in the correspondence dated June 12, 2009, appended as Schedule "B" to this Agreement, SASA shall, during the Term of this Agreement, pay to the City a surcharge per registrant for all of SASA's Indoor and Outdoor Soccer Programs, regardless of the location the soccer is played, commencing 2009 and for a period of twenty years thereafter, ending on the Last Payment Date. SASA further acknowledges and agrees that the commitment and obligation to make such payments as set out in this Article shall continue regardless of whether or not SASA continues to utilize the NCC, shall bind any future successors and assigns of SASA and shall survive the termination of this Agreement.

7. FACILITY CONTRACT

In addition to this Agreement, SASA acknowledges and agrees that it is bound by the terms and conditions of the Field Facility Contract(s) signed by both parties from time to time during the Term. Each and every Field Facility Contract(s) shall be signed by an Authorized Signing Officer for SASA.

8. OBSERVANCE OF RULES

SASA shall comply with any bylaws, policies, codes of behaviour, and regulations imposed by the City governing the use of the NCC, and all applicable Federal and Provincial statutes and regulations.

9. LIMITED LIABILITY AND RELEASE

SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors, shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the NCC or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City. SASA acknowledges and agrees that liability insurance coverage responds only for the use of the NCC for the event as specified in the Facility Contract. SASA shall provide evidence of alternate insurance coverage for any use of the NCC for a non-sanctioned event.

10. INSURANCE

SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Two Million (\$2,000,000.00 CDN) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with SASA's use of the NCC or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts or independent negligence of the City. The insurance policy shall name the City as an "Additional Insured". A Certificate of Insurance in the City's standard form and satisfactory to the City in its sole discretion, confirming these coverages shall be provided to the City prior to using the NCC. The taking out of insurance shall not limit SASA's liability under this Agreement.

11. INDEMNITY

SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action, or claim brought against the City as a result of any loss of or damage to property, personal injury, or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with SASA's use of the NCC or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

12. CANCELLATIONS

The parties hereto acknowledge and agree that each Field Facility Contract(s) shall set out the cancellation procedures applicable to cancelling field time for the period of time covered by the Field Facility Contract.

13. GENERAL

The parties hereto acknowledge and agree that each Field Facility Contract(s) shall set out the hours for rental of the field(s) for the period of time covered by the Field Facility Contract. It is recommended that all field users wear full CSA approved equipment for soccer.

14. AS IS WHERE IS

SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the NCC or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that it has carried out an inspection of the NCC and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the NCC and the Facility Infrastructure on an "as is where is" basis. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of the NCC for its use, SASA shall not use the NCC and shall report such concern(s) to the City immediately.

15. WASTE AND NUISANCE

SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure the NCC or any part thereof, or otherwise cause a nuisance. Any such action to the NCC by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of the NCC or any other matters in this Agreement shall be the financial responsibility of SASA to repair. SASA acknowledges that the City may immediately undertake all work that the City, in its sole view, deems necessary to repair the NCC. Any costs incurred by the City to repair the NCC for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

16. USE OF PREMISES

SASA agrees to use the NCC only for the uses as set out in the applicable Field Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking the Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.

17. NO CHANGES OR MODIFICATIONS

SASA hereby agrees that it shall not make any changes or modifications to the NCC or the grounds of the NCC without the prior written consent of the City, the Manager of the Community Centres or their designate.

18. ALCOHOLIC BEVERAGES

SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

19. PAYMENT

SASA shall pay the Field Facility Contract fee for the time specified at the approved rate plus tax, if applicable. Cash, interact, credit card or cheque payable to the City of Sault Ste. Marie will be accepted as payment. The Field Facility Contract fee must be paid in the time frame specified in the "Conditions of Use" section of the applicable Field Facility Contract.

20. ADDITIONAL CHARGES

Any charges for extra clean up required after the use of the NCC by SASA, in the sole view of the City, are payable by SASA immediately upon demand by the City.

21. LOTTERY LICENSES

SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses or assessments of every nature and kind whatsoever resulting therefrom.

22. TERMINATION/EXPIRY

The City may terminate this Agreement in the event of any breach or default by SASA in the performance of any terms or conditions contained in this Agreement, including without limitation, the failure by SASA to pay the required fees and amounts in accordance with this Agreement, and the City shall be entitled to recover, and SASA shall be liable for, all damages and losses incurred by the City arising directly or indirectly or as a consequence of or in relation to the breach or default by SASA. SASA shall be responsible for payment of all suspended and/or cancelled NCC rentals and field time unless the rentals and field time are resold. SASA shall be responsible for vacating the NCC and the removal of all rented or privately owned property and personal effects at the end of the scheduled time in the NCC or upon earlier termination of this Agreement. In the event that SASA fails to promptly remove all rented or privately owned property and personal effects from the NCC as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City.

The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but has not been properly satisfied or discharged. The parties further acknowledge and agree that Articles 3-11 inclusive, 14-17 inclusive, 19-24 inclusive, and 26-33 inclusive shall survive the termination of this Agreement.

23. TRANSFER OF FACILITY TIME

SASA may not transfer its rights under this Agreement nor shall SASA otherwise authorize another group or user to use the facility time scheduled for SASA under this Agreement.

24. PRE-EMPTION - CITY

This Agreement may be pre-empted and terminated at any time in order that the City may use the NCC for a specific purpose, without liability to the City. Whenever possible, the City will make every effort to give reasonable advance notice of pre-emption and termination.

25. NO SMOKING BYLAW 2003-7

SASA acknowledges and agrees that the City prohibits smoking at its facilities, including the interior of the NCC itself and within an eight (8 m) meter radius of the main entrance to the NCC.

SASA agrees to comply with the requirements of City Bylaw 2003-7. SASA further acknowledges that the City may notify Algoma Public Health enforcement staff of all permitted events for the purposes of monitoring compliance.

26. SUPERVISION

SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at the NCC and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel the Agreement and/or reject future Field Facility Contract applications. SASA agrees that activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the NCC.

27. LOST OR STOLEN ITEMS

The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of the NCC or any other matters under this Agreement.

28. RATE INCREASE

SASA agrees that any City Council approved fee increase during the term of this Agreement shall be paid upon notice.

29. AMENDMENTS

The City and SASA hereby acknowledge and agree that any future amendments to this Agreement or the Schedules to this Agreement must be made in writing and signed by both parties.

30. ENTIRE AGREEMENTS

The parties acknowledge and agree that all references to this Agreement herein, include the within Agreement, Schedules "A", "B", "C" and "D" appended hereto, and the Field Facility Contract(s) signed by both parties during the Term. SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire agreement between the parties concerning the NCC and which may be modified only as set out in paragraph 29 above.

31. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

32. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the City to:

Manager of Community Centres
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the SASA to:

President
Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

33. GOVERNING LAW

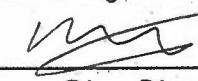
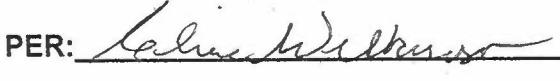
The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

I have read the Agreement and the Schedules attached hereto, all of which form part of this Agreement. I understand and I accept the conditions of this Agreement on behalf of myself and the members of SASA, and agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms of this Agreement may result in the termination of this Agreement and a loss of entitlement to future usage of the NCC.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2014-130

-) THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PER: 
Print Name: Debbie Amaroso
I have authority to bind the Corporation/Organization
-) PER: 
Print Name: Malcolm White
I have authority to bind the Corporation/Organization
-) SAULT AMATEUR SOCCER ASSOCIATION
PER: 
Print Name: SASA PRESIDENT
I have authority to bind the Corporation/Organization

SCHEDULE "A"

February 19, 2009

RE : Feasibility Study & Business Plan For New Indoor Multi-Use Sports Facility

Dear Sir or Madam:

The following constitutes our response to your request for forecasting numbers for the use of an indoor facility.

Civacs Progam Competitive Travelling Soccer Teams (U11 – U18 boys and girls)

265 players requiring 30 hours per week

Northern Heights Youth Indoor Soccer League

550 players presently and 800 proposed for next season requiring 40 hours per week

Senior Soccer (Soo Italia Indoor Soccer League)

126 players presently and 150 proposed for next season requiring 10 hours per week

Ladies Soccer

120 players proposed for next season requiring 10 hours per week

Non Prime Time (Industrial)

60 players proposed for next season requiring 2 hours per week

Senior Recreational Soccer (Men's and Women's)

120 players proposed for next season requiring 4 hours per week

Regional Soccer Camps (OSA Regional Identification Camps)

8 hours required per month

All things being equal and subsequent to Board review and approval of the business plan, we would consider signing a user contract for these hours.

I trust that this is the information that you require. Should you have any concerns or questions, please do not hesitate to contact me.

Sincerely,



Nelson Soares
President
Sault Amateur Soccer Association

Schedule "B"



SAULT AMATEUR SOCCER ASSOCIATION, INC.

316 ELIZABETH STREET • SAULT STE. MARIE, ONTARIO P6A 6J3

PHONE: (705)759-7272

June 12, 2009

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mayor Rowswell and Members of Council:

We were extremely disappointed to hear that the proposed Community Centre with two indoor turf facilities, rink and library at the current McMeeken site did not receive approval at the first round of stimulus funding. As you are aware, the Sault Amateur Soccer Association (SASA) has been pursuing an indoor turf facility for twenty years and is fully supportive of City council and staff in their efforts to apply to the anticipated second round of stimulus funding.

SASA's 4,110 registrants, executive, volunteers and families would like to reconfirm to Council our financial and membership commitment to help study, build and operate this facility. We would like to make it clear to Council, our membership and families that the current reserve fund with an annual surcharge of \$10 per registrant will continue to be pledged to this project for the next twenty years with a planned increase to \$13 in 2010 and \$15 in 2011.

We as an organization understand there are no guarantees with respect to the receipt of government funding on projects of this nature and are willing to work with the City to ensure that our vision for year round recreation opportunities for the citizens of Sault Ste. Marie and development of our youth in the sport of soccer is realized.

We thank you and your staff for your tireless efforts on this project, particularly over the last week, and pledge to you our continued support for an indoor turf facility for Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink.

Nelson Soares
President
SASA

c. David Orazietti
Joe Fratesi
Nick Apostle

A handwritten signature in black ink.

Clive Wilkinson
Chair, SASA Indoor Facilities Committee
and President, Ontario Soccer Association

Schedule "C"

	\$ Per registration	Total	Outdoor	Indoor	# Registrations Total
2009 outdoor/indoor season	\$10 per registration	3,797			\$ 37,970
2010 outdoor/indoor season	\$13 per registration	3,744			\$ 48,572
2011 outdoor/indoor season	\$15 per registration	3,659	3,076	583	\$ 54,885
2012 outdoor/indoor season	\$15 per registration	3,982	3,053	929	\$ 59,730
2013 outdoor/indoor season	\$15 per registration	2,854	2,854		\$ 44,951
					\$ 246,208

Less Expenditures to Date:

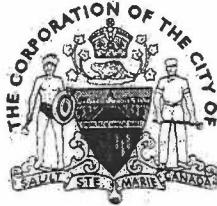
Dividing Curtain	\$ 57,814
Nets, Bleachers	\$ 18,747
Benches	\$ 4,435
Tape	\$ 93
Soccer Touch Lines	\$ 217
Legal Council	\$ 452
	\$ (81,757)

Amount Owing to City SSM: \$ 164,450

Figures provided by SASA
Outstanding

SCHEDULE "D"

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT

Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

February 11, 2014

President
Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie, ON P6A 6J3

Dear Sir:

SAULT AMATEUR SOCCER ASSOCIATION (SASA) CAPITAL PURCHASES FUND

I confirm that the City and the Sault Amateur Soccer Association (SASA) have finalized the terms of the formal Agreement, wherein the City grants SASA permission to utilize the Northern Community Centre (formerly the West End Community Centre) located at 556 Goulais Avenue, Sault Ste. Marie, Ontario under the terms and conditions as set out in the Agreement. I further confirm that in negotiating the terms of the said Agreement, the City and SASA agreed to set out the terms and commitments made by SASA for the Capital Purchases Fund (the "Reserve Fund") in writing, and which are consistent with the terms and commitments set out in the Business Plan for the Northern Community Centre developed by BDO Canada LLP. For clarity sake, the terms and commitments are set out herein.

I confirm that prior to the opening of the Northern Community Centre, SASA represented and warranted that it had established the Reserve Fund set out in the Business Plan. The City and SASA have acknowledged and agreed that the Reserve Fund shall be allotted solely for capital purchases for the Northern Community Centre and in conjunction with the City, SASA has determined what capital items the Reserve Fund will be allotted towards.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE * COMMUNITY SERVICES DEPARTMENT
P. O. BOX 580 * 99 FOSTER DRIVE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5310 * FAX: (705) 759-6605

**SASA Capital Purchases Fund
Northern Community Centre**

SASA represents and warrants that the following items have been agreed to be funded to date from the Reserve Fund at a total amount of \$81,757.45:

Dividing Curtain:	\$57,813.71
Nets, Bleachers:	\$18,746.70
Benches:	\$ 4,435.02
Tape:	\$ 93.06
Soccer Touch Lines:	\$ 216.96
Legal Council:	\$ 452.00

SASA has committed to purchasing the above noted items from monies held in the Reserve Fund. Once purchased, the City and SASA agree that the City shall retain ownership and be responsible for the maintenance of all items purchased from the Reserve Fund. Further, the City and SASA agree that other user groups are permitted to use the items purchased from the Reserve Fund.

I trust that this accurately sets out the terms and commitments made by SASA with respect to the Reserve Fund. If there are any inaccuracies with respect to the terms and commitments stated herein to have been made by SASA, kindly advise in writing forthwith.

I further confirm that this letter will be attached as a Schedule to the Agreement between the City and SASA, to clarify the intentions, terms and commitments with respect to the Reserve Fund.



**Nicholas J. Apostle
Commissioner Community Services**

jb/ncc/sasa/schedule D feb 11 2014 final

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-92

AGREEMENT: A by-law to authorize the execution of Amendment Agreement 1 between the City and Netagen Communication Technologies Inc. (Netagen) to amend the Master Services Agreement dated May 31, 2022 for the use of Netagen Commander 911 services.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amendment Agreement 1 between the City and Netagen Communication Technologies Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to amend Master Services Agreement dated May 31, 2022 for the use of Netagen Commander 911 services.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



netagen



**AMMENDMENT 1
COMMANDER 911 SERVICE
SCHEDULE**

This amendment (the "Amendment") is made by NETAGEN COMMUNICATION TECHNOLOGIES INC. (hereinafter "Netagen"), located at 236 Westbrook Rd, Carp, Ontario K0A 1L0 and The Corporation of the City of Sault Ste. Marie located at 99 Foster Dr, Sault Ste. Marie, ON P6A 5X6 ("Customer") as of this 31th day of March, 2023. Parties to the agreement "END USER NETAGEN COMMANDER 911 SERVICE SCHEDULE" dated (the "Agreement"). Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

1.1. Managed Service Term

The Netagen Commander 911 managed service is offered on 60 month fixed term contract. This contract will be prepaid in two installments. The first includes the contract initiation fee, any discounts as well as 48 months of the prepaid contract. This amount is to be split evenly between the Sault Ste. Marie Police, and the Corporation of the City of Sault Ste. Marie, the latter paying the contract initiation fee. The second invoice will be for the remaining 12 months of the managed service.

All 60 months of the contract must be committed to in advance and the second installment is not optional. It will be invoiced within 6 months of the original first installment invoice.

Payment is due within 30 days of invoice.

1.2. Managed Service Termination Policy

The Customer may terminate the Commander 911 Managed Service in its entirety during the contract term upon sixty (60) days written notice subject to the following termination fees:

- 100% of the unpaid balance for the first contract year (if applicable), plus
- 50% of the remaining unpaid balance for year 5 of the contract

1.3. Managed Service Start Dates

The Managed Service Billing will commence once the solution has been successfully deployed and accepted by the customer (see Section 3.2 Acceptance). Note that Customer may choose to delay putting the Commander 911 solution into full operation at their own discretion, but billing will commence upon completion of deployment as outlined in this Service Schedule.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized representatives on the date(s) indicated.

Netagen

Name: _____

Title: _____

Signature: _____

Date: _____

Customer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: _____
MATTHEW SHOEMAKER

Title: _____
Mayor

Signature: _____

Date: _____
May 29, 2023

Name: RACHEL TYCZINSKI

Title: City Clerk

Signature: _____

Date: May 29, 2023

1.3.1. Payment Summary

The contract is to be prepaid in two installments:

First Installment is for 4 years (48 months) of the managed service plus the contract initiation fee and any discounts provided.

At the request of the Corporation of the City of Sault Ste. Marie, 50% of this installment is payable by the primary site: Sault Ste. Marie Police. This amount total is: \$556,800.00. The Remaining 50% Plus the total one-time contract initiation fee of \$25,000 is payable by the secondary site: The Corporation of the City of Sault Ste. Marie. The amount total is: \$581,800.00.

Second Installment is for 1 years (12 months) of the managed service. The total is \$278,400.00.

Payments are due 30 days from the date of invoice.

Subscription	Monthly
Primary Site (Site + Users)	\$12,500
Secondary Site (Site + Users)	\$10,700
Admin (Users)	
Total Monthly	\$23,200

1.3.2. Contract Total Summary

Subscription	Monthly	Term	Extended
One Time - Contract Initiation	\$25,000	1	\$25,000
Primary Site (Site + Users)	\$12,500	60	\$750,000
Secondary Site (Site + Users)	\$10,700	60	\$642,000
Admin (Users)		60	
Contract Value			\$1,417,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-93

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 724 Bonney Street, legally described as PIN 31592-0236 (LT) LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853 to Habitat for Humanity.

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 Habitat for Humanity 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 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

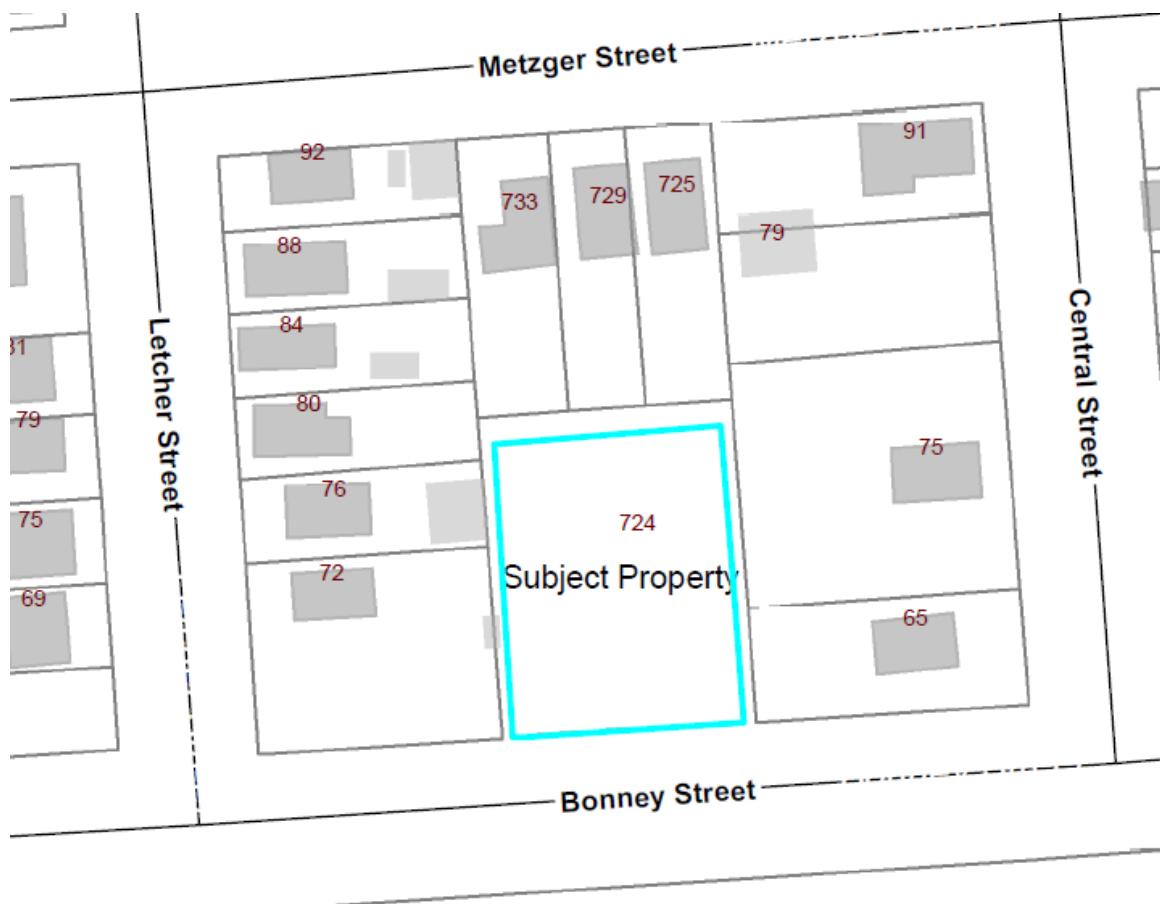
SCHEDULE "A" TO BY-LAW 2023-93

PURCHASER: HABITAT FOR HUMANITY

ADDRESS: 724 BONNEY STREET
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31592-0236 (LT)
LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11
PL 1751 KORAH CLOSED BY T220708 PT 2 & 3
1R4853; SAULT STE. MARIE

CONSIDERATION: ONE (\$1.00) DOLLAR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2023-78

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Wiber Street, now known as 72 Corey Avenue, being PIN 31504-0364(LT).

WHEREAS the street described as part of Wiber Street now known as 72 Corey Avenue being PIN 31504-0364 (LT) was established as a public street and assumed for public use by By-law 2023-77;

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

1. STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED

The street described as part of Wiber Street now known as 72 Corey Avenue, being PIN 31504-0364(LT) having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. EASEMENTS TO BE RETAINED

The street is subject to the retention of easements if required.

4. EFFECTIVE DATE

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

READ the **FIRST** and **SECOND** time in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2033-78. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2023-82

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE.

WHEREAS the street more particularly described as that portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE was established as a public street and assumed for public use by By-law 2023-81;

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

1. STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED

The street more particularly described as that portion of Longview Avenue described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE; SAULT STE. MARIE, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. EASEMENTS TO BE RETAINED

The street is subject to the retention of easements if required.

4. EFFECTIVE DATE

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

By-law 2023-82
Page 2

READ the FIRST and SECOND time in open Council this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-82 Stop, Close and Convey Part Barton Street.docx



This drawing is for information purposes only. It does not form part of By-law 2023-82.

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431, PART PIN 31535-0225 (LT) PART HERBERT ST PL 2012 ST. MARY'S; PART HERBERT ST PL H496 ST. MARY'S; BEING PARTS 1, 2, 3, 4 AND 5 PLAN 1R13987; SUBJECT TO T91957, T91958, T91959, T91960, T91961.

Read the **THIRD** time in open Council and passed this 29th day of May, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW 2023-32. IT IS FOR INFORMATION PURPOSES ONLY.

Part Plan 1R13987

