

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

Monday, October 30, 2023

5:00 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

17 - 37

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that the Minutes of the Special Meeting of City Council held September 25, 2023 and Regular Council Meeting of October 10, 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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the Agenda for October 30, 2023 City Council Meeting as presented be approved.

6.	Presentations	
6.1	Art Gallery of Algoma Feasibility Study	38 - 55
	Mark Lepore, Board President; Jasmina Jovanovic, Executive Director	
6.1.1	<i>Correspondence Received</i>	56 - 56
	Dr. Roberta Bondar	
6.2	<i>Intimate Partner Violence</i>	
	Brian Sweeney; Dan Jennings	
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor S. Kinach	
	Seconder Councillor A. Caputo	
	Resolved that all the items listed under date October 30, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1	Outstanding Council Resolutions	57 - 60
7.2	Correspondence	61 - 82
	Mayor Shoemaker to Minister Calandra re: Housing Affordability Task Force	
	Minister Calandra to Mayor Shoemaker re: Building Faster Fund; Housing Affordability Task Force	
7.3	Sault Ste. Marie Region Conservation Authority Draft Budget	83 - 92
	Conservation Authorities are governed by the <i>Conservation Authorities Act</i> . Section 27 sets out the apportionment of costs based upon the benefit derived by each participating municipality. The ability to enforce the payment is set out in section 27(7). A municipality may appeal the levy to the Ontario Land Tribunal. The appeal must commence within 30 days after the notice of the levy is received from the authority.	
7.4	Strong Mayor Powers Overview	93 - 97
	A report of the Chief Administrative Officer and the City Solicitor is attached for the information of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor R. Zagordo	
	Resolved that the report of the CAO and City Solicitor dated October 30, 2023 concerning Strong Mayor Powers be received as information.	

7.5 Sanitary Sewer Rate Increase

98 - 102

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Chief Financial Officer and Treasurer and the Director of Engineering dated October 10, 2023 concerning the increase to the sanitary sewer rate be received and that an increase to 80% of the full water charge effective January 1, 2024 be approved and implemented.

The associated by-law will appear on a future agenda.

7.6

RFP Engineering Services – Spruce Street and Lake Street

103 - 104

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 30, 2023 concerning Engineering Services for reconstruction of Spruce Street and Lake Street be received and that Kresin Engineering be approved for Spruce Street reconstruction at the proposed fee of \$299,000 plus HST; and Tulloch Engineering be approved for Lake Street reconstruction at the proposed fee of \$279,987 plus HST.

By-laws authorizing signature of the Agreements for these projects will appear on a future Council Agenda.

7.7

MPAC Data Sharing and Services Agreement

105 - 106

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

The relevant By-law 2023-173 is listed under item 12 of the Agenda will be read with all by-laws under that item.

7.8

October 2023 Community Development Fund – Green Initiatives Program Application

107 - 109

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Sustainability Coordinator dated October 30, 2023 concerning October 2023 Community Development Fund – Green Initiatives Program Application be received and that the recommendations of

the Environmental Sustainability Committee to support the October 2023 application to allocate \$2,250.93 to the Sault Ste. Marie Fire Services Snowblower Electrification project be approved.

7.9	Annual Parks Revitalization Funding	110 - 117
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor A. Caputo	
	Resolved that the report of the Director of Community Services and Director of Public Works dated October 30, 2023 concerning Annual Parks Revitalization Funding be received and that the supporting funding request be referred to 2024 budget.	
7.10	Up-front Funding for Concerts and Events at GFL Memorial Gardens	118 - 127
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor A. Caputo	
	Resolved that the report of the Director of Community Services dated October 30, 2023 concerning up-front funding for concerts and events at the GFL Memorial Gardens be received and that the supporting request be referred to 2024 budget.	
7.11	High School Hockey Ice Time Agreement	128 - 129
	A report of the Director of Community Services is attached for the consideration of Council.	
	The relevant By-law 2023-168 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.12	Tourism Development Fund Application – St. Marys River Walleye Cup	130 - 132
	A report of the Director of Tourism and Community Development is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor R. Zagordo	
	Resolved that the report of the Director of Tourism and Community Development dated October 30, 2023 concerning Tourism Development Fund Application – St. Marys River Walleye Cup be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$6,000 to support the St. Marys Walleye Cup be approved.	
7.13	Tourism Sault Ste. Marie Management Agreement Renewal	133 - 135

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

The relevant By-law 2023-176 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.14	Waterfront Design Plan Funding Agreement	136 - 138
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A report of the Director of Tourism and Community Development is attached for the consideration of Council.

The relevant By-law 2023-182 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15	Municipal Law Enforcement Officers	139 - 139
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A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2023-178 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16	Anti-Hate Advisory Committee	140 - 145
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A report of the Coordinator, Local Immigration Partnership is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Coordinator, Local Immigration Partnership dated October 30, 2023 concerning Anti-Hate Advisory Committee be received and that the terms of reference for the Anti-Hate Advisory Committee be approved.

7.17	Financial Assistance for National Sports Competition for Team Northern Ontario	146 - 147
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A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Manager of Recreation and Culture dated October 30, 2023 concerning Financial Assistance for National Sports Competition for Team Northern Ontario be received and that the recommendation of the Parks and Recreation Advisory Committee that Council approve a grant in the amount of \$400 to attend the 2023 Everest Canadian Curling Club Championships being held in Winnipeg, Manitoba from November 19 to 25, 2023 be approved.

7.18	Increased Funding Requests for Transportation Programs	148 - 150
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A report of the Director of Engineering is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Director of Engineering dated October 30, 2023 concerning Increased Funding Requests for Transportation Programs be received as information.

7.19

2023 Traffic Signal Review

151 - 158

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the 2023 Traffic Signal Review be received and that staff proceed with the removal study and public consultation of the intersections of Queen Street and Church Street, Albert Street and Elgin Street, and Albert Street and Dennis Street.

7.20

Shatruck Drive – Preliminary Design

159 - 160

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the preliminary design of improvements to Shatruck Drive hill be received and that Council authorize the procurement of consulting services.

7.21

2022 Building Division Annual Fee Report

161 - 163

A report of the Chief Building Official is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Chief Building Official dated October 30, 2023 concerning the 2022 Building Division Annual Fee Report be received as information.

7.22

Mill Market Municipal Capital Facility – Huron Street – Repeal By-law 2019-212

164 - 165

A report of the Assistant City Solicitor is attached for the consideration of

Council.

The relevant By-law 2023-171 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.23	Deeming By-law Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)	166 - 168
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A report of the Assistant City Solicitor is attached for the consideration of Council.

The relevant By-law 2023-179 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24	Hub Trail Licence of Occupation Agreements with ADSB and SSMRCA	169 - 170
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A report of the Solicitor is attached for the consideration of Council.

The relevant By-laws 2023-174 and 2023-175 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.25	Hub Trail Licence Extension and Amendment	171 - 172
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A report of the Solicitor is attached for the consideration of Council.

The relevant By-law 2023-172 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.26	Rental Housing Incentive Program – 19 (Amended) – 36 Wright Street	173 - 174
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A report of the Planner is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Planner dated October 30, 2023 concerning Rental Housing Incentive Program – 19 (Amended) be received and that Council convert the 3-year grant program into the 4-year program (75% in year one and two, 50% in year three, and 25% in year four) for the proposed 4-unit multiple attached development at 36 Wright Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

7.27	Rental Housing Incentive Program 20 – 77 Ruth Street	175 - 179
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A report of the Planner is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Planner dated October 30, 2023 concerning the Rental Housing Incentive Program 20 be received and that Council authorize a four-year incremental tax grant (75% in year one and two, 50% in year three, and 25% in year four) for the proposed 8-unit multiple attached development at 77 Ruth Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

7.28	Site Plan Control – Severed Portion of 251 Industrial Park Crescent	180 - 182
A report of the Junior Planner was received by Council.		
The relevant By-law 2023-181 is listed under item 12 of the Agenda 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	
8.3	Community Development and Enterprise Services	
8.4	Public Works and Engineering Services	
8.5	Fire Services	
8.6	Legal	
8.6.1	Property Expropriation Plan for 350 Fifth Line East	183 - 184
A report of the City Solicitor is attached for the consideration of Council.		
The relevant By-law number 2023-180 is listed under item 12 of the Agenda and will be read with all by-laws under that item.		
8.7	Planning	
8.7.1	Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue	185 - 189
A report of the Junior Planner is attached for the consideration of Council.		
Mover Councillor M. Bruni Seconder Councillor A. Caputo		
Resolved that the report of the Junior Planner dated October 30, 2023 concerning Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue, be received and that Council authorize a four-year incremental tax		

grant (75%, 75%, 50%, 25%) for the amended CIP application of the proposed 108-unit development at 360 Northern Avenue, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

8.8

Boards and Committees

9.

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

9.1

Intimate Partner Violence

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Whereas the jury that heard the Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam Inquest (The Renfrew County Inquest) issued 86 recommendations to prevent future deaths and delivered those recommendations to the Province of Ontario on Intimate Partner Violence; and

Whereas recommendation #1 of the Inquest is for the Province of Ontario to formally declare Intimate Partner Violence an epidemic; and

Whereas every six days in Canada a woman is killed by her intimate partner; and

Whereas this past year in Ontario, 52 women or one every week, were victims of femicide; and

Whereas gender- and sexually-diverse Indigenous individuals are particularly at risk, being five times more likely than non-Indigenous gender- and sexually-diverse individuals to experience intimate partner violence in their lifetime; and

Whereas in The City of Sault Ste Marie in 2022, there were 1351 Intimate Partner Violence calls for service made to Sault Ste Marie Police Service; and

Whereas according to Statistics Canada, 80% of intimate partner violence goes unreported; and

Whereas violence against women costs the national justice system, health care systems, social service agencies, and municipalities nearly \$10 billion dollars per year; and municipalities are on the front lines in addressing gender-based violence; and

Whereas over 60 municipalities and regions across Ontario have declared a gender-based violence and/or intimate partner violence epidemic; and

Whereas on August 20, 2023, Ontario Big City Mayors and Mayors and Regional Chairs of Ontario passed a motion declaring intimate partner violence and gender-based violence an epidemic; called on the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, and all

municipalities and regions in Ontario and Canada to do the same; and called for changes to the Criminal Code; and

Whereas Sault Ste Marie City Council recognizes that issues of gender-based violence and intimate partner violence are matters of local importance, including public health, EMS, community services, and community safety

Now Therefore Be It Resolved:

1. That Council of The City of Sault Ste Marie declare an epidemic in intimate partner violence and gender-based violence in accordance with recommendation #1 of the Renfrew County Inquest;
2. That intimate partner violence be integrated into The Corporation of The City of Sault Ste Marie community safety and well-being plan in accordance with recommendation #10 of the Renfrew County Inquest;
3. That Mayor Shoemaker be requested to write a letter to The Honourable Doug Ford, Premier of Ontario requesting that the Province of Ontario re-consider their previous decision and declare intimate partner violence and gender-based violence as an epidemic and act on all of 86 recommendations from the Renfrew County Inquest by setting up a provincial implementation committee to oversee comprehensive consideration of all of the recommendations;
4. That a copy of this motion be sent to The Honourable Arif Virani, Minister of Justice; The Honourable Doug Ford, Premier of Ontario; The Honourable Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity; The Honourable Parm Gill, Minister of Red Tape Reduction; Sault Ste Marie MP Terry Sheehan; Sault Ste. Marie MPP Ross Romano; the Association of Municipalities of Ontario, the Federation of Canadian Municipalities; Mayors and Regional Chairs of Ontario; and Ontario's Big City Mayors.

9.1.1

Correspondence Received

190 - 193

Women in Crisis (Algoma) Inc.

Victim Services Algoma

City of Richmond Hill

Village of Hilton Beach

9.2

Bike Lane Link

Mover Councillor S. Hollingsworth

Seconder Councillor S. Spina

Whereas the Ontario government has been working towards a province-wide cycling network for several years to connect municipalities and towns to promote tourism; and

Whereas according to the province of Ontario about 50 per cent of the network routes are existing, meaning they have been implemented and are currently identified as a cycling route in Ontario; and

Whereas the Garden River portion of Highway 17B has a dedicated cycling lane on the shoulder of the highway that connects with the provincial cycling network; and

Whereas this cycling lane ends at the city limits of Highway 17B where cyclists cannot safely continue to bike into the community of Sault Ste. Marie without navigating through high volume traffic such as transports; and

Whereas building a cycling link from the top of Fournier Road along the south side of Trunk Road to join the already existing Highway 17B cycling lane will help improve safety; and

Whereas a large “welcome cyclists” sign marking the entire city biking network would be an asset to cyclists if erected at the entrances to the city limits;

Now Therefore Be It Resolved to that staff be requested to report back by April 2024 with recommendations on the possibility of constructing a welcome sign with existing city biking lanes and on the cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City’s existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.

9.3

Traffic Calming

Mover Councillor S. Hollingsworth

Seconder Councillor A. Caputo

Whereas a study completed by the Canadian Automobile Association reveals that speeding is at the top of the list of bad driving habits; and

Whereas according to the Traffic Injury Research Foundation, travelling even 10 km/hr over the speed limit increases the likelihood of a collision by 60 per cent, while saving the average driver only four minutes on their commute; and

Whereas the rise in speeding and stunt driving prompted the Ontario government to introduce tougher fines and penalties; and

Whereas speeding continues to be a dangerous reality on Sault Ste. Marie roads such that the City has established a speed management task force to look at methods to reduce speed; and

Whereas one effective method communities are using is a “road diet reconfiguration” to calm traffic. This may include narrowing of travel lanes through widening of sidewalks, landscaping or inserting raised medians in the center of the roadway.

Now Therefore Be It Resolved that the issue of traffic calming measures, including, but not limited to, “road diet” design methods, be referred to the speed management task force for a recommendation back to Council on their implementation whenever a new street is constructed and/or is resurfaced

and/or altered to manage traffic volume and speed.

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that all By-laws under item 12 of the Agenda under date October 30, 2023 save and except By-law 2023-180 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 2023-168 (Agreement) High School Hockey

194 - 199

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that By-law 2023-168 being a by-law to authorize the execution of the Agreement between the City and The Algoma District School Board and The Huron Superior Catholic District School Board for the use of City Ice Surfaces and related areas for high school hockey be passed in open Council this 30th day of October, 2023.

12.1.2 By-law 2023-171 (Taxation Exemption) Repeal By-law 2019-212 Mill Market Municipal Capital Facility – Huron Street 200 - 200

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that By-law 2023-171 being a by-law to repeal By-law 2019-212 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie as a Municipal Capital Facility (Huron Street) be passed in open Council this 30th day of October, 2023.

12.1.3 By-law 2023-172 (Agreement) Hub Trail 64 Church Street Ministry Infrastructure 201 - 206

A report from the Solicitor is on the Agenda.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that By-law 2023-172 being a by-law to authorize the execution of the Licence Extension and Amending Agreement between the City and His Majesty the King in Right of Ontario as Represented by the Minister of Infrastructure for the use of provincial property abutting 64 Church Street for a section of the Hub Trail be passed in open Council this 30th day of October, 2023.

12.1.4	By-law 2023-173 (Agreement) MPAC – Data Sharing and Services Agreement	207 - 251
A report from the Manager of Taxation is on the Agenda.		
Mover Councillor S. Kinach Seconder Councillor R. Zagordo Resolved that By-law 2023-173 being a by-law to authorize the execution of the Agreement between the City and Municipal Property Assessment Corporation for Data Sharing and Services be passed in open Council this 30th day of October, 2023.		
12.1.5	By-law 2023-174 (Agreement) SSMRCA Hub Trail Multi-Use Path	252 - 258
A report from the Solicitor is on the Agenda.		
Mover Councillor S. Kinach Seconder Councillor R. Zagordo Resolved that By-law 2023-174 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the multi-use path over part 0 Cooper Street be passed in open Council this 30th day of October, 2023.		
12.1.6	By-law 2023-175 (Agreement) Algoma District School Board Hub Trail Multi-Use Path	259 - 264
A report from the Solicitor is on the Agenda.		
Mover Councillor S. Kinach Seconder Councillor R. Zagordo Resolved that By-law 2023-175 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board for the multi-use path over part 636 Goulais Avenue be passed in open Council this 30th day of October, 2023.		
12.1.7	By-law 2023-176 (Agreement) Tourism SSM Management Agreement Renewal	265 - 271
A report from the Director Tourism & Community Development is on the Agenda.		
Mover Councillor S. Kinach		

Seconder Councillor R. Zagordo
Resolved that By-law 2023-176 being a by-law to authorize the execution of the Management Agreement between the City and Tourism Sault Ste. Marie which outlines functions and administrative support services be passed in open Council this 30th day of October, 2023.

- 12.1.8 **By-law 2023-177 (Street Assumptions) Various Parcels of Land** 272 - 273

Mover Councillor S. Kinach
Seconder Councillor R. Zagordo
Resolved that By-law 2023-177 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 30th day of October, 2023.

- 12.1.9 **By-law 2023-178 (Parking) Municipal Law Enforcement Officers** 274 - 276

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor S. Kinach
Seconder Councillor R. Zagordo
Resolved that By-law 2023-178 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 30th day of October, 2023.

- 12.1.10 **By-law 2023-179 (Subdivision Control) Deeming By-law for Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)** 277 - 279

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

Mover Councillor S. Kinach
Seconder Councillor R. Zagordo
Resolved that By-law 2023-179 being a by-law to deem not registered for purposes of subdivision control certain lots in the Wilding Park Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 30th day of October, 2023.

- 12.1.11 **By-law 2023-180 (Property Expropriation) 350 Fifth Line East (Pettenuzzo)** 280 - 281

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Kinach
Seconder Councillor R. Zagordo
Resolved that By-law 2023-180 being a by-law to acquire by expropriation the lands known municipally as 350 Fifth Line East and being PT SEC 7 TARENTORUS AS IN T298928; S/T T29202; S/T B2809; SAULT STE. MARIE be passed in open Council this 30th day of October, 2023.

12.1.12	By-law 2023-181 (Development Control) 251 Industrial Park Crescent (Algoma Power Inc.)	282 - 284
A report from the Junior Planner is on the Agenda.		
	Mover Councillor S. Kinach	
Seconder Councillor S. Spina		
	Resolved that By-law 2023-181 being a by-law to designate the lands located at 251 Industrial Park Crescent (severed portion) an area of site plan control (Algoma Power Inc.) be passed in open Council this 30th day of October, 2023.	
12.1.13	By-law 2023-182 (Agreement) Tourism SSM Waterfront Design Plan Funding	285 - 301
A report from the Director Tourism and Community Development is on the Agenda.		
	Mover Councillor S. Kinach	
	Seconder Councillor R. Zagordo	
	Resolved that By-law 2023-182 being a by-law to authorize the execution of the Agreement between the City, Tourism Sault Ste. Marie and Destination Northern Ontario for the Waterfront Design Plan funding be passed in open Council this 30th day of October, 2023.	
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 2023-82 (Street Closing and Conveyance) Stop, Close and Convey Part Barton Street	302 - 305
Council Report was passed by Council Resolution on May 29, 2023.		
	Mover Councillor S. Kinach	
	Seconder Councillor R. Zagordo	
	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, PART 1 1R-14095; SAULT STE. MARIE be passed in open Council this 30th day of October, 2023.	
13.	Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda	
14.	Closed Session	
	Mover Councillor M. Bruni	

Seconder Councillor A. Caputo

Resolved that this Council move into closed session to discuss: one item concerning a proposed disposition of land; one item that is subject to solicitor-client privilege; and one item relating to 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; (f) advice that is subject to solicitor-client privilege, 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)

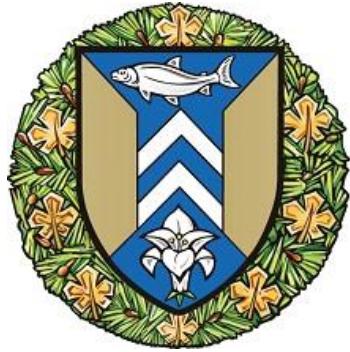
15.

Adjournment

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that this Council now adjourn.



The Corporation of the City of Sault Ste. Marie
Special Meeting of City Council
Minutes

Monday, September 25, 2023

5:00 pm

Sault Ste. Marie Michigan City Hall
225 East Portage Avenue, Sault Ste. Marie, Michigan USA

Present:

Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo

Mayor D. Gerrie, Mayor Pro-Tem R. Bauer, Commissioner J. Bosbous-Rath, Commissioner S. Miller, Commissioner S. Habusta, Commissioner A. Rubinstein, Commissioner S. Marble

Absent:

Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott, Commissioner S. Miller

Officials:

M. White, R. Tyczinski, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, T. Vecchio, M. Zuppa, C. Rumiel, R. Van Staveren

Sault Ste. Marie Michigan: City Manager B. Chapman, Deputy City Manager and City Clerk R. Troyer, Finance Director K. Collins, City Engineer D. Boyle, Public Services Director T. Perron, Community Development Director K. Freeman, Water Director K. Tews, Fire Chief E. Miller, Police Chief W. Bierling, IT Director B. Raffaele, Downtown Development Authority Director S. Sprecker

September 25, 2023 Joint Council Meeting Minutes

1. Opening Comments

1.1 Mayor Don Gerrie

Introduction of City Commission

Call to Order

Roll Call

Pledge of Allegiance

City Manager B. Chapman – introduced Sault Ste. Marie Michigan staff in attendance

1.2 Mayor Matthew Shoemaker

Introduction of City Council

CAO Malcolm White – introduced Sault Ste. Marie Ontario staff in attendance

2. Approve Agenda as Presented

Moved By Councillor A. Caputo

Seconded By Councillor S. Hollingsworth

Resolved that the Agenda for the September 25, 2023 Twin Saults Joint Council Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Committee of the Whole

Moved By Councillor L. Dufour

Seconded By Councillor S. Spina

Resolved that City Council proceed into Committee of the Whole to consider the following matter referred to it for consideration – Twin Saults Joint Council / Commission meeting.

5. International Mutual Aid Agreement

The report of Sault Ste. Maire Fire Chief P. Johnson was received.

The relevant By-law will appear on the October 10, 2023 Sault Ste. Marie City Council Agenda.

6. Sault Ste. Marie Ontario Economic Development Update

Deputy CAO, Community Development and Enterprise Services Tom Vair presented an economic development update.

7. Sault Ste. Marie Michigan Project Update

September 25, 2023 Joint Council Meeting Minutes

City Manager B. Chapman presented a project update.

8. Sault Ste. Marie Michigan Convention and Visitors Bureau Update

Linda Hoath provided an update.

9. Sault Ste. Marie Ontario Tourism Update

Deputy CAO, Community Development and Enterprise Services Tom Vair presented an economic development update.

10. International Bridge Administration

Peter Petainen, Bridge Director provided an update.

11. Cruise the Great Lakes Update

Anna Tanski provided an update.

12. Key Exchange

Sault Ste. Marie, Ontario Mayor Matthew Shoemaker and Sault Ste. Marie, Michigan Mayor Don Gerrie exchanged keys to their respective cities.

13. Adjournment

Moved By Councillor C. Gardi

Seconded By Councillor L. Dufour

Resolved that the Committee of the Whole now rise and report on the matter referred to it by City Council – Twin Saults Joint Council / Commission Meeting.

Moved By Councillor A. Caputo

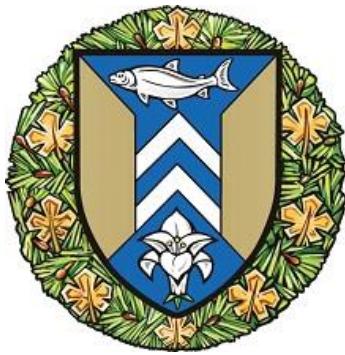
Seconded By Councillor S. Hollingsworth

That this Council shall now adjourn.

Carried.

Mayor

City Clerk



REGULAR MEETING OF CITY COUNCIL MINUTES

Tuesday, October 10, 2023

5:00 pm

Council Chambers and Video Conference

Present:

Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Officials:

M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, S. Facey, L. Petrocco, R. Van Staveren, J. Rogers, E. Cormier

1. Land Acknowledgement

Mayor Shoemaker read the land acknowledgement.

Mayor Shoemaker also noted the City's denunciation of last weekend's unprovoked act of war against Israel by Hamas.

Jeff Arbus was also in attendance to make remarks.

2. Adoption of Minutes

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the Minutes of the Regular Council Meeting of September 18, 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 – RFP Special Event Security Services – GFL Memorial Gardens

Former employer was one of the proponents; currently a partner in an Ontario security company (not a proponent).

4.2 Mayor M. Shoemaker – Gateway Property Development – Sale

Purchaser is a client of law firm.

4.3 Mayor M. Shoemaker – By-law 2023-163 (Property Sale) 1188004 Ontario Inc. (Part 31 Bay Street – Gateway)

Purchaser is a client of law firm.

5. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the Agenda and Addendum #1 for October 10, 2023 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 Economic Development Fund Request – Algoma University, Makwa Waakaa'igan Project

Asima Vezina, President and Vice Chancellor Algoma University; Joel Syrette, Director of Makwa Waakaa'igan; Shirley Horn, Children of Shingwauk Alumni Association; Jackie Fletcher, Children of Shingwauk Alumni Association were in attendance regarding Agenda Item 8.3.1.

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

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that all the items listed under date October 10, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.4, 7.8 and 7.16 be approved as recommended.

Carried

7.1 CAO Selection Committee Update

The report of Mayor Shoemaker was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of Mayor Shoemaker dated October 10, 2023 concerning CAO Selection Committee Update be received as information.

Carried

7.2 AMO Advocacy Update

The report of Councillor L. Dufour was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of Councillor L. Dufour dated October 10, 2023 concerning AMO Advocacy be received as information.

Carried

7.3 2024 City Council Meeting Schedule

The report of the City Clerk was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the City Clerk dated October 10, 2023 concerning 2024 Council meeting schedule be received and that the proposed schedule be approved.

Carried

7.5 Borrowing By-law Amendments for Change in City Banker

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

The relevant By-laws 2023-166 and 2023-169 are listed under item 12 of the Minutes.

7.6 Tax Collection Policy Update

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

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Chief Financial Officer and Treasurer dated September 18, 2023 concerning the Tax Policy Update be received and that:

- By-law 2007-212 Tax Collection Policies and Procedures be repealed; and

- Effective January 1, 2025 tax arrears certificate will be registered in the second year of arrears instead of the current third year of arrears.

Carried

7.7 RFP Deep Energy Retrofit Feasibility Studies

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 October 10, 2023 concerning Deep Energy Retrofit Feasibility Studies be received and that WalterFedy be selected for provision of the services at the proposed fee of \$180,500 plus HST.

Carried

7.9 Window Replacement – Sault Ste. Marie Museum

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

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Window Replacement, Sault Ste. Marie Museum be received and that the \$60,000 available funding allocated to prioritize additional window replacements on the second floor be approved.

The relevant By-Law 2023-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Carried

7.10 Equipment Purchase 1-Ton Dump Truck

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one 4-door 1-ton dump truck be received and that the purchase from Commercial Truck Equipment Corp., at the quoted amount of \$133,544 plus HST be approved.

Carried

7.11 Equipment Purchase Aerial Apparatus

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning equipment purchase of one aerial apparatus unit as required by Fire Services be received and that the purchase from Safetek Emergency Vehicles Ltd. at the quoted amount of \$2,526,172 plus HST be approved;

Further, that utilization of \$470,633 from the Asset Management Reserve to support the procurement be approved.

Carried

7.12 Rosedale Park – Kiwanis Club of Lakeshore Foundation Additional Donation

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

7.13 Economic Development Fund – Tales from The Void

The report of the Film, TV and Digital Media Coordinator was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Film, TV and Digital Media Coordinator dated October 10, 2023 concerning Tales From The Void Ltd.'s Economic Development Program application be received and that the recommendation to grant the sum of \$3,500 be approved.

Carried

7.14 2023 Connecting Link Funding

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

The relevant By-law 2023-167 is listed under item 12 of the Minutes.

7.15 General Insurance Services Contract Extension

The report of the Risk Manager was received by Council.

The relevant By-law 2023-165 is listed under item 12 of the Minutes.

7.4 Short-Term Rental Licensing Update

The report of the Deputy City Clerk was received by Council.

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Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy City Clerk dated October 10, 2023 concerning Short-Term Rental Update be received and that the matter be postponed and referred back to staff for further review and consultation on ensuring a cost effective, streamlined process that promotes the ability to use the licensing of short-term rentals as a tool to generate additional revenue as opposed to a process that uses enforcement to penalize non-compliance.

	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	3	7	0	1
				Defeated

Moved by: Councillor S. Spina

Seconded by: Councillor A. Caputo

Resolved that the report of the Deputy City Clerk dated October 10, 2023 concerning Short-Term Rental Update be received and that the Short-Term Rental By-law be amended to:

- Require hosts to include their municipal licence or licence number in all advertising;
- Change the requirement for commercial insurance to “adequate” insurance, which shall include \$2 million liability, adding short-term rental as a property use, and having the City named as an additional insured for commercial properties;

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Further that the 2024 User Fee By-law include a three-year licence fee of \$500 plus inspection fees.

The relevant by-laws will appear on a future Council Agenda.

	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	1	0	1
				Carried

7.8 RFP Special Event Security Services – GFL Memorial Gardens

Councillor S. Spina declared a conflict on this item. (Former employer was one of the proponents; currently a partner in an Ontario security company (not a proponent)).

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

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Purchasing dated October 10, 2023 concerning Special Event Security Services be received and that North East Regional Security Services be selected for provision of services commencing November 1, 2023 for a period of three (3) years with renewal option up to two (2) additional years.

	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	1	1
				Carried

7.16 Site-Specific Planning Act Notice Practices

The report of the Administrative Clerk was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Administrative Clerk dated October 10, 2023 concerning Site-Specific *Planning Act* Notice Practices be received and that Planning's public notice procedure be altered to include posting of a public notice sign on the subject lands for site-specific *Planning Act* applications, mailing notice to land owners within 120 metres of the subject land(s) and posting to the City's website. This alteration will take effect for site-specific *Planning Act* applications in the spring of 2024.

Amendment:

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Spina

Resolved that the motion be amended by deleting the following words:

"and that Planning's public notice procedure be altered to include posting of a public notice sign on the subject lands for site-specific *Planning Act* applications, mailing notice to land owners within 120 metres of the subject land(s) and posting to the City's website. This alteration will take effect for site-specific *Planning Act* applications in the spring of 2024."

and replacing them with the following:

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"and that the matter be referred to staff to report back to Council regarding potential methods of online media advertising by the end of January 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	7	3	0	1
				Carried

Motion as Amended

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Spina

Resolved that the report of the Administrative Clerk dated October 10, 2023 concerning Site-Specific *Planning Act* Notice Practices be received and that the matter be referred to staff to report back to Council regarding potential methods of online media advertising by the end of January 2024.

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Economic Development Fund Request – Algoma University, Makwa Waakaa'igan Project

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Economic Development dated October 10, 2023 concerning Economic Development Fund Request – Algoma University Makwa Waakaa'igan Project be received and that funding for the project be provided from the Economic Development Fund in the amount of \$600,000 to be paid out over a three-year period in payments of \$200,000 per year.

	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	11	0	0	0
				Carried

8.3.2 Gateway Property Development – Sale

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

Acting Mayor R. Zagordo assumed the Chair.

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

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Spina

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Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel dated October 10, 2023 concerning the sale of a portion of the Gateway property be received and that the City owned property described as being Area One of the Gateway property which is PIN 31577-0024, Part of Pin 31577-0044 and Part of PIN 31577-0019 for a total 2.49 hectares shown in Attachment "B" to this report, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to 1188004 Ontario Inc. for the amount of \$200,000;

Further that Council authorize the survey costs for the easements required by the City;

Further that the proceeds from the sale be placed in a Gateway Property Reserve and committed for any future costs related to the development of the remaining Gateway property.

The relevant By-law 2023-163 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

	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	1	1
				Carried

8.3.2.1 By-law 2023-163 (Property Sale) 1188004 Ontario Inc. (Part 31 Bay Street – Gateway)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-163 being a by-law to declare the City owned property legally described as PIN 31577-0024, Part of PIN 31577-0044 and Part of PIN 31577-0019 being a total of 2.49 hectares, shown as Area One on Schedule "A" attached, as surplus to the City's needs and to authorize the disposition of the said property to 1188004 Ontario Inc. (Tony Porco) or as otherwise directed be passed in open Council this 10th day of October, 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	9	0	1	1
				Carried

Mayor Shoemaker resumed the Chair.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 Building Faster Fund – Assigned Housing Target and Provincial Task Force Recommendations

October 10, 2023 Council Minutes

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the Report of the Director of Planning, dated October 10, 2023 concerning the Building Faster Fund, assigned Local Housing Target and Ontario Housing Affordability Task Force recommendations be received and that Council of the City of Sault Ste. Marie:

- Commit to the Province's assigned local housing target of constructing 1,500 new homes between 2022 and 2031; and
- Submit the attached chart, which outlines staff's recommended positions on the 74 recommendations of the Ontario Housing Affordability Task Force (HATF) and ranks the top five HATF recommendations.

	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	1	0	1
				Carried

8.8 Boards and Committees

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

9.1 Hope's Cradle

Moved by: Councillor A. Caputo

Seconded by: Councillor L. Vezeau-Allen

Whereas a person may choose to bring their pregnancy to term, but may not be willing or able to care for the child due to extenuating circumstances that may include, but are not limited to: poverty or financial hardship; gender-based violence; involvement in human trafficking; struggles with mental health and/or addiction' religious and/or social stigma; sexual violence such as rape or incest; and

Whereas these factors could also contribute to individuals being unable to access services within the system such as abortion or adoption; and

Whereas stigmatizing the need for a person to surrender a baby without question or penalty has led to babies being left in unsafe situations, resulting in the otherwise preventable death of some infants; and

Whereas while the preservation of birth parent information, relationships and cultural backgrounds are all very important, saving the life of the infant in these dire situations must be the first priority; and

Whereas Hope's Cradle is a safe alternative to an unsafe abandonment, serving as a last resort for birth parents and infants who need it; and

Whereas alternatives that encourage prevention of unsafe abandonment will save the lives of these infants;

Now Therefore Be It Resolved that staff be requested to work with appropriate agencies and report back to Council with recommendations for the implementation of Hope's Cradle in a central location in Sault Ste. Marie.

	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	10	0	0	1	
					Carried

9.2 Salvation Army King Street Parking

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Whereas the City of Sault Ste. Marie has recognized the problem of food insecurity in our community; and

Whereas the City of Sault Ste. Marie has taken action to show and rally support to Harvest Algoma; and

Whereas the Salvation Army is one of the significant food distribution partners within the community, in addition to Harvest Algoma, distributing approximately half a million pounds of food each year to the most in need in our community; and

Whereas the Salvation Army has a dedicated team of volunteers to ensure food is distributed, and their Elgin Street location does not have enough parking for their team

Now Therefore Be It Resolved that the City of Sault Ste. Marie create a Volunteer Parking Pass for Salvation Army to use at the King Street lot during the hours they are volunteering.

	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	10	0	0	1
				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 R. Zagordo

Resolved that all By-laws under item 12 of the Agenda under date October 10, 2023, save and except By-law 2023-163 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 2023-161 (Fire Services Agreement) Intermunicipal Civil Defense and Emergency/Disaster Compact

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-161 being a by-law to authorize the execution of the Agreement between the City and the municipality of Sault Ste. Marie, Michigan, United States of America for an intermunicipal civil defense and emergency/disaster compact for fire services be passed in open Council this 10th day of October, 2023.

Carried

12.1.2 By-law 2023-162 (Agreement) Sault Ste. Marie Museum Window Replacement (Jobst Brothers Construction)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-162 being a by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Window Replacement at the Sault Ste. Marie Museum be passed in open Council this 10th day of October, 2023.

Carried

12.1.3 By-law 2023-164 (Agreement) Rosedale Park Playground Equipment Additional Funding

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-Law 2023-164 being a by-law to authorize the execution of the additional Donation Agreement between the City and The Kiwanis Club of Lakeshore Foundation to

support the purchase of playground equipment and/or park amenities at Rosedale Park be passed in open Council this 10th day of October, 2023.

Carried

12.1.4 By-law 2023-165 (Agreement) General Insurance Services Renewal Extension (Intact Public Entities Inc.)

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-165 being a by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement for an additional year be passed in open Council this 10th day of October, 2023.

Carried

12.1.5 By-law 2023-166 (Financing) Amend By-law 2022-184

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-law 2023-166 being a by-law to amend By-law 2022-184 (being a by-law to authorize the temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023) be passed in open Council this 10th day of October, 2023.

Carried

12.1.6 By-law 2023-167 (Agreement) Connecting Links Carmen's Way Resurfacing

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that By-Law 2023-167 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the Connecting Links Program to provide funding for the resurfacing of Carmen's Way from Queen Street to Second Line be passed in open Council this 10th day of October, 2023.

Carried

12.1.7 By-law 2023-169 (Financing) A by-law to approve the borrowing of money by the PUC Commission for a \$6,200,000 operating line with Royal Bank of Canada

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

October 10, 2023 Council Minutes

Resolved that By-law 2023-169 being a by-law to approve the borrowing of money by the PUC Commission for a \$6,200,000 operating line with Royal Bank of Canada be passed in open Council this 10th day of October, 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**
- 13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 14. Closed Session**
- 15. Adjournment**

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

Art Gallery of Algoma

Feasibility Study



Art Gallery of
ALGOMA

diamond
schmitt

GINDER
CONSULTING

GREG A. HILL
Indigenous Consultant

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Blackwell
STRUCTURAL ENGINEERS

CROSSEY
ENGINEERING
LTD

 **Altus Group**

Agenda

- **Introduction**
- **Feasibility Study Process**
- **AGA Facility Today**
- **Expansion vs. New Build**
- **Proposed Functional Program**
- **Site Analysis and Massing Study**
- **AGA Partnerships**
- **Business Plan Core Findings**
- **Next Steps & Opportunities**



Art Gallery of **ALGOMA**

Vision

To be a premiere visual arts institution in northern Ontario,
gaining national recognition and international partnerships.

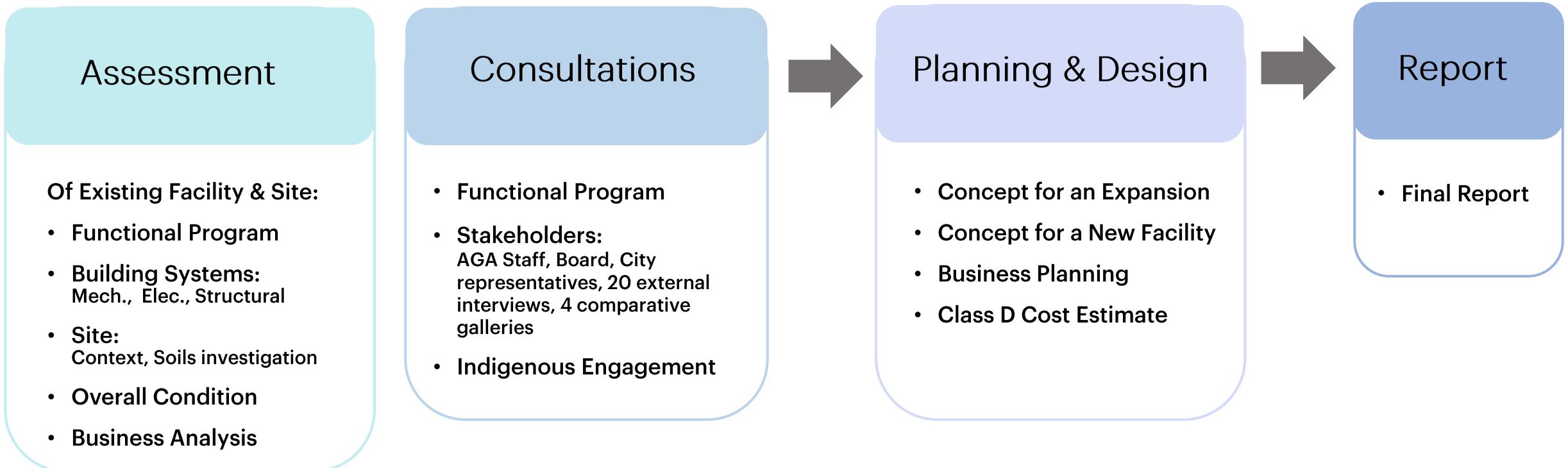
Mission

Celebrating culture, educating visitors and enriching lives
through the visual art.

“The Community-level effect of art encompasses three aspects: economic, cultural and social. Art builds connections between people. Art encourages interaction. Art challenges perceptions. Each of these components is vital to creating a healthy community.”

Susan Myers. 100 Years of Art in The Sault

Feasibility Study Process



AGA Facility Today

Background

- AGA building opened in 1980
- Beyond designed life-cycle
- Building fabric is in **state of deterioration**
- Operations & growth have **exceeded capacity**
- Original design **does not meet current functional and technical standards** for art galleries



AGA Facility Today

Impact of Present Building on AGA

- Permanent collections **at risk of irreversible damage**
- Constant risk of **losing Category 'A'** designation
- **Limitations on receiving** new travelling exhibitions or loaned art works
- AGA's ability to perform its functions is limited; **cannot develop and evolve**

Identified Need

Upgrade and expansion of art gallery facility to meet present and future needs (20-years +)



Expansion vs. New Build

Envelope

- Mechanical systems **underperforming** to maintain levels of temperature and humidity of contemporary art galleries due to **deterioration of envelope**.
- As per Hydrological Report, **significant storm water infiltration** in various locations of the building (floor, walls and roof).

CONCLUSION:

A renovation or addition to the current infrastructure would **require an almost complete demolition of the current building envelope** (including walls, roof, windows, doors) and slab on grade.

Structure & Soil Capacity

- As per Geotechnical Investigation, **foundation capacity** was designed to support a **single level**.
- **Existing steel roof structure slopes in multiple directions**, framing and column location are **not optimal for additional floors**.

CONCLUSION:

A renovation or addition not only will be **very costly**, but it will require major upgrades to the current foundations and alterations to the existing column and framing **leaving very few elements to be re-utilized and limiting the future planning of the renovation design**.

Proposed Functional Program

Galleries

- Increased space for exhibitions to expand quantity and range of art displayed
- Create **more engaging art experience** for audiences

Education and Art Classes

- Classroom/art studio space to meet existing **demand for education programs**, art classes, and summer camps

Collections Handling, Care, & Preservation

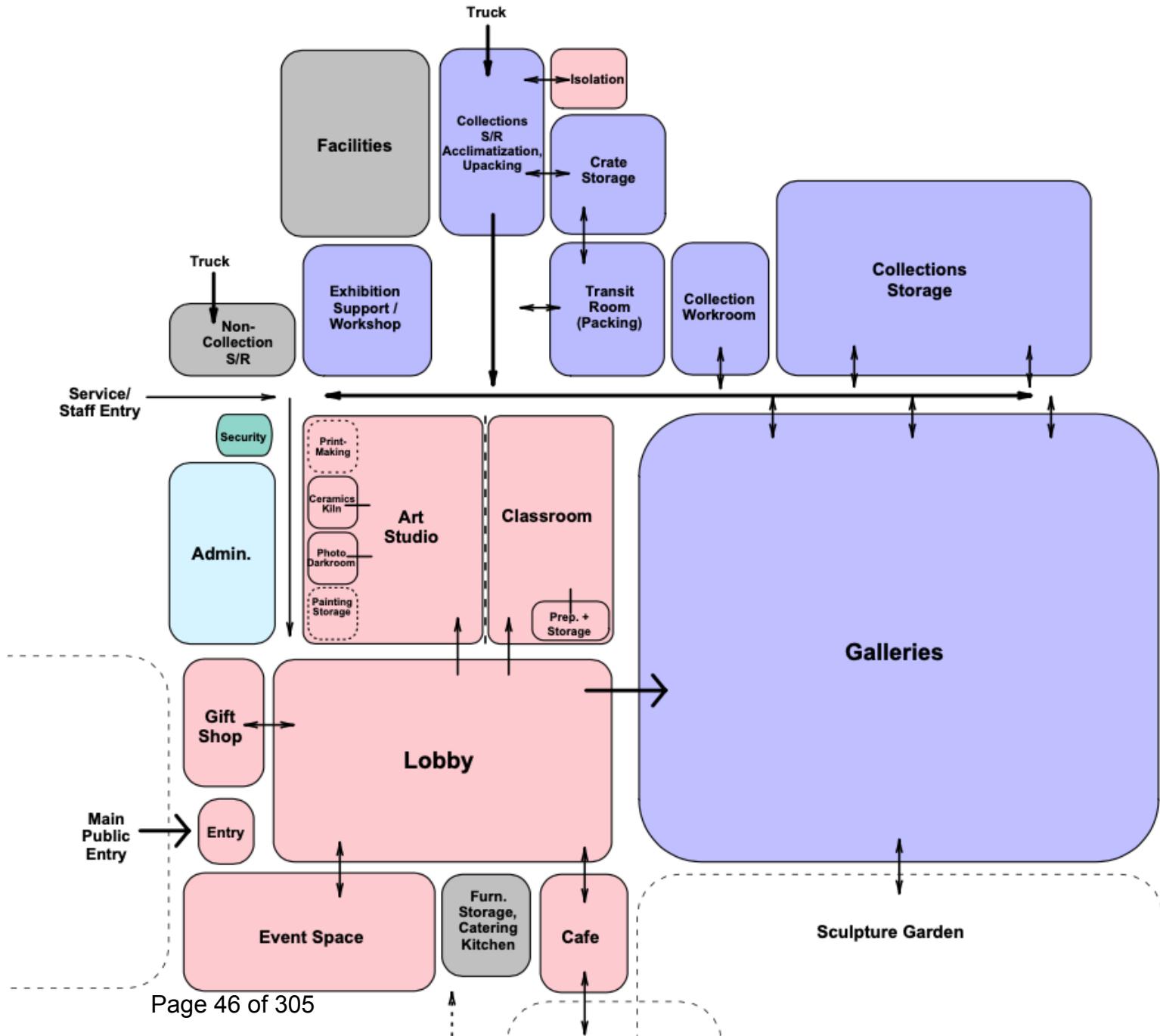
- **Acquire Category 'A' Designation** that would allow the acquisition of new artworks via donation, and receive travelling exhibitions and loans



Franklin Carmichael – Untitled, View of Lake Superior. AGA Permanent Collection

Proposed Functional Program

Preliminary Gross Area Projection:
Approximately 30,000 ft²



Site Analysis & Massing Study

The AGA is a key player in the cultural context within the City.

The AGA aims to create a landmark public building that strengthens the sense of place for the community.

- Enhanced visibility & connectivity with the City
- Create a strong visual & physical connection to the water
- Preliminary consultation suggested Clergue Park is the ideal location for the AGA



Indigenous Partnerships and Connections

AGA can be a pillar in the community for Indigenous Artists

“AGA needs to recognize and build on their direct connection to the land/water.”

Greg Hill, AGA Indigenous Consultant

Utilize the grounds to facilitate Indigenous programming and workshops by providing infrastructure that supports this, for example a fire-pit, tipi setup, round dance, pow wow, celebration and ceremony.





AGA aims to create a landmark public building for the City of Sault Ste. Marie.

A new design that demonstrates resiliency and sustainable principles that complement the thematic collection of the AGA and its strong connections to the land and water.

AGA Partnerships

Current Partnerships

- City of Sault Ste. Marie
- School Boards
- Rotary Fest
- Ontario Culture Days
- The McMichael Canadian Art Collection
- Indigenous Friendship Centre

Strengthen Partnerships

- The Roberta Bondar Foundation
- Algoma University
- Shingwauk Kinoomaage Gamig (SKG)

New Partnerships

“The AGA’s goal is to create new local and national partnerships and connections with Artists and art galleries, including Indigenous communities.”



Business Plan Core Findings

Plan based on comparisons with other public galleries across Ontario and cultural institutions in the Sault

2019/20 (last fiscal year pre-COVID) used as basis for planning

- AGA admission cost is the lowest of cultural institutions in the Sault
- Strong membership base
- Significant growth opportunities in public programming and education = community engagement and revenue generation
- Collection (Group of Seven, Indigenous, etc.) has substantial potential for tourism in a new gallery with arresting architectural design



Roberta Bondar - Tree Islands

Business Plan Core Findings

- AGA is very understaffed compared to other galleries
- Investment in staff is a priority to build capacity for a capital project and ongoing operations
- Based on 2022 dollars, projected operating budget for Year 1 in new building is \$1.38 million
- This will require increases in all revenue categories:
 - Arts councils/other governments, City of Sault Ste. Marie, education programs, memberships/admissions, fundraising and café/gallery shop
- **Capacity building is a priority and should start as soon as possible**

Next Steps & Opportunities

- **Growth as a tourism destination through new exhibitions, programs, and partnerships**
- **Develop new art-based tourism products with a focus on the Group of Seven**
- **Increased access by children and youth for school and extracurricular programs**
- **Increase partnership and collaboration with the Fine Arts Program at Algoma University**
- **Increase art education programs for all age groups**
- **Support the City's downtown revitalization plan**



Next Steps & Opportunities

- Build upon its reputation for supporting Indigenous creative expression through exhibitions, programs, and the growth of the Indigenous art collection
- Acquire, display, and preserve the collection of Dr. Roberta Bondar as her legacy
- Provide permanent exhibition space for exhibitions by local artists
- Increase collaboration with galleries throughout Canada
- Start an in detail functional program for the new gallery
- Commence with early schematic design of the building design
- Set up a capital campaign for the new building



THANK YOU



Members, City Council
Sault Ste. Marie, Ont.

Friday, October 27, 2023

Dear Members of City Council

As Honorary Chair of the Art Gallery of Algoma's Building Committee, I am excited to see the forward thinking of Sault Ste. Marie, once again, in recognizing the value of arts and culture as an essential anchor for the community. Creativity, self-awareness, and self-expression within the safety net of community are essential to the development of diversity in thinking, inclusion, and good mental health. We are inspired by those whose works we see that give us new lines of thought, and another entrance to the world close by, and farther away.

There are extensive data verifying the critical role that the arts and specifically art galleries, play in our mental health and well-being. The visionaries who founded the Art Gallery of Algoma (AGA) gave us a great legacy on which to build – figuratively and literally. It is time to expand on their vision and to develop an art gallery for today, that will meet the demand for decades to come. Like my mother before me, I am convinced that a well-rounded community is inclusive of athletics, science and the arts, the triad that gave me the tools to succeed.

The Board of Directors of the Roberta Bondar Foundation (RBF) is tasked with securing a permanent home for my photographic collection. The decision to choose the AGA is predicated not only on the natural connection to Sault Ste. Marie, but also on the integrity of the AGA to provide highly dedicated curatorial staff, professional art conservation and exhibition facilities.

I continue to deposit archival materials from my spaceflight and life with the James L. McIntryre Public Library in support of my hometown. Likewise, The RBF Board of Directors believes that a partnership with the AGA to establish a permanent gallery to house my work in an expanded AGA, would also support the City of Sault Ste. Marie in its future growth within the arts and culture sector. This would promote more viewership of this and other collections and exhibitions of local, national and international artists.

I urge you to review the recommendations of the feasibility study being presented to you on Monday, with a clear view to the future of the community. My support of this project is unwavering, and I would like to count on you for your support.

Sincerely
Roberta


Roberta L Bondar
C.C. O.Ont. MD PhD FRCP FRSC FRCGS
President, The Roberta Bondar Foundation

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2023	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities; Will tie into branding work being undertaken by FutureSSM and STC; Heritage Walk budget approved (St. Marys River and Bay Street heritage features; and new Queen Street Streetscape design underway); Report May 24, 2022 – Agenda item 7.9 – approved waterfront boardwalk panels	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.	P. Christian S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q4 2023	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
4-Mar-19	CD&ES	Active Transportation	P. Tonazzo	Q4 2023	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded. Report August 29, 2022 – Agenda item 7.11 – fall public consultation planned	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q4 2023	Report May 24, 022 – Agenda item 7.5 – recommendation postponed until Q4 2023 due to Queen Street streetscape improvements	Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – P. Tonazzo Pine/Willow Area	P. Tonazzo	Q4 2023	Report August 29, 2022 – Agenda item 7.11 – Active Transportation Management Plan will include guidelines for complete streets.	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
12-Apr-21	CAO	Sustainable Development	M. White	Q2 2024		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott

13-Dec-21	Legal	AIM Recycling	K. Fields	Q4 2023	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget; Report August 28, 2023 – Agenda item 7.13 – additional consultation required	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q1 2024	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	CAO	Administrative Support to Police Services	M. White	Q4 2023		CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Community Improvement Plan	T. Vair P. Tonazzo	Q4 2023		Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CD&ES	Housing Supply	T. Vair P. Tonazzo	Q4 2023		Staff report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.	L. Dufour P. Christian
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	M. White T. Vair	Q1 2024		The CAO and Deputy CAO, CDES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
21-Mar-22	PW&ES	Snow Windrow Clearing	L. Girardi	Q4 2023		Staff report regarding potential options for the clearing of heavier/larger than usual snow windrows, including associated costs, criteria for removal, and time frames for removal.	C. Gardi D. Hilsinger
13-Jun-22	CD&ES	Charging Infrastructure	T. Vair	Q4 2023		Develop a charging infrastructure plan that will advance policies to accelerate local charging infrastructure, 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.	C. Gardi L. Vezeau-Allen

13-Jun-22	PW&ES	Laneway Maintenance	L. Girardi	Q1 2024	Staff to report on how a proactive system could be developed with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood.	L. Dufour L. Vezeau-Allen	
12-Dec-22	CAO Legal Planning	Supervised Consumption Site	M. White K. Fields P. Tonazzo	Q4 2023	Review the process for establishment of a supervised consumption site, including necessary applications, which entity should lead the effort, and next steps.	S. Spina S. Kinach	
12-Dec-22	PW&ES CD&ES	Surface Water Monitoring Program	L. Girardi T. Vair	Q4 2023	Report on a surface water quality monitoring program that samples current and past outlets into the St Mary's River to provide baseline data to Provincial enforcement agencies.	L. Dufour C. Gardi	
9-Jan-23	CD&ES	Bird Friendly City Certification	T. Vair	Q4 2023	Explore the Bird Friendly City Certification Program and report back on working with community partners to attain designation through Nature Canada.	C. Gardi M. Scott	
9-Jan-23	Corporate Services	Elections Signs	R. Tyczinski	Q1 2024	Review other municipal by-laws, specifically to limiting the number of signs used and the imposition of election sign permits, and report back with a recommendation regarding a new election sign by-law for municipal, provincial and federal elections (including school board and/or other type of elections).	S. Hollingsworth S. Spina	
21-Feb-23	CD&ES	Anti-Hate Advisory Committee	T. Vair	Q4 2023	Report with recommendations on the creation of an Anti-Hate Committee, including the structure and potential outcomes.	A. Caputo C. Gardi	
20-Mar-23	PW&ES	Sidewalk Extension on Peoples Road	C. Rumiel	Q4 2023	Report regarding extension of the sidewalk to the intersection of Peoples Road and Fourth Line in the 2024 budget.	S. Kinach M. Bruni	
20-Mar-23	CD&ES	Affordable Housing – New Foundations	T. Vair P. Tonazzo	Q4 2023	Affordable Housing Task Force review the New Foundations program in the City of Barrie and make a recommendation on whether a similar program could be implemented locally, including structure and required budget.	L. Dufour A. Caputo	
20-Mar-23	CD&ES	Vacant Property Tax to Support Affordable Housing	T. Vair P. Tonazzo	Q4 2023	Report June 19, 2023 – Agenda item 7.22 and By-laws 2023-108, 2023-109, and 2023-110; registry to come back to a future Council meeting	Affordable Housing Task Force report back on the feasibility and benefit of implementing a Vacant Property Tax in Sault Ste Marie.	A. Caputo L. Dufour

11-Apr-23	PWES	Better Traffic Flow / Less L. Girardi Idling		Q4 2023	Staff review traffic signals and determine if there are improvements that can be made that will: improve traffic flow; reduce unnecessary idling; determine where traffic signals are unwarranted; recommend alternate traffic management techniques; and any other outcome that will generally make the movement within the municipality easier and report back by September 2023.	C. Gardi S. Spina
11-Apr-23	CDES Finance	Property Demolition Fund	T. Vair S. Schell	Q1 2024	Affordable Housing Taskforce to determine a target amount for Property Demolition Fund Reserve, what criteria would be used to access said reserve, and options for replenishment of the reserve as it depletes.	A. Caputo R. Zagordo
29-May-23	CDES	Food Truck Park Proposal	T. Vair	Q1 2024	Report on the feasibility of a Food Truck Park with the construction of a covered structure within the downtown area, and an equitable vendor application process.	A. Caputo R. Zagordo
29-May-23	Human Resources	Living Wage	N. Ottolino	Q4 2023	Report to Council regarding instituting a living wage policy for the Corporation.	A. Caputo L. Vezeau-Allen
10-Jul-23	CDES PWES	Bellevue Park Urban Beach	T. Vair L. Girardi	Q1 2024	Explore the feasibility, steps required, location, and potential costs to develop an urban beach at Bellevue Park, including locking kayak infrastructure.	M. Scott S. Spina
31-Jul-23	CDES	Rainbow Bridge Proposal	P. Tonazzo	Q1 2024	Report on dedicating a bridge within the Hub Trail system as "The Rainbow Bridge" with a plaque reading The Rainbow Bridge poem and equipped to allow citizens to hang departed pet tags to memorialize and fondly remember them.	A. Caputo S. Spina
31-Jul-23	CDES	Dolly Parton's Imagination Library	T. Vair	Q1 2024	Review the process of enrolling the City in Dolly Parton's Imagination Library with and seek a possible partnership with not for profit organization(s) to help finance this initiative.	A. Caputo R. Zagordo
18-Sep-23	CDES	Graffiti Committee	T. Vair	Q1 2024	Community Committee on Graffiti be revitalized and staff develop a Terms of Reference and Committee structure.	L. Vezeau-Allen S. Spina
18-Sep-23	CDES	Accessible Baseball Fields	T. Vair	Q2 2024	Work with Sault Minor Baseball Association and the Ontario Baseball Association to identify potential accessibility improvements to Sinclair Yards and funding options or grants available to make necessary improvements.	A. Caputo S. Spina
10-Oct-23						



October 13, 2023

Ministry of Municipal Affairs and Housing
17th Floor, 777 Bay St.
Toronto, ON M7A 2J3

Dear Minister Calandra,

I am writing in response to your September 15, 2023 letter seeking that the City of Sault Ste. Marie provide our ranking of the Province's Housing Affordability Task Force's (HATF) 75 recommendations. I am also writing in response to former Minister Clark's letter of August 22, 2023 seeking that the City of Sault Ste. Marie commit, in writing, to the target of 1,500 new houses built in our community by 2031, a target which was assigned to us by the Province of Ontario.

While it is unclear how the target of 1,500 new homes constructed by 2031 was reached, I can advise that we believe Sault Ste. Marie will not only achieve, but exceed, that target. In fact, in 2022, we had 280 new housing starts, which is far in excess of the 167 units we'd need to build annually to achieve the assigned target. I will note that throughout my nine years on City Council, the various Councils I've been a member of have not once rejected a re-zoning application that was before us. Since the beginning of this term, less than one year ago, we have approved re-zoning applications that could see 168 additional units developed in our City.

Further, various organizations in Sault Ste. Marie are becoming evermore innovative in their approach to developing housing. These innovative approaches should be a model across the Province and country. Organizations like the Royal Canadian Legion, Branch 25, and not-for-profit organizations such as CARA Community Corporation are re-developing under-utilized properties to house not just their original use (Legion hall, places of worship), but are adding residential units to those under-developed sites. We believe this model, with help and funding from the Building Faster Fund or other levels of government (such as CMHC and the Housing Accelerator Funding) can make the creative use of properties more widespread throughout our community, and serve as an example for communities across the Province. More than anything, our community organizations and developers need certainty and speed in their funding applications to get these projects started when it is financially viable to do so, and before external factors, such as interest rates or material costs, change the project calculus.

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

I invite you and encourage you to come to Sault Ste. Marie so we can show you the exciting developments we have in the pipeline, which we believe will get our City to its assigned housing target, and help the Province of Ontario meet its goal of more homes built more quickly.

Attached hereto for your records is the motion passed by the City of Sault Ste. Marie's City Council on October 10, 2023 committing to the housing target in addition to the rank related to the HAFT recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read "M.M. Shoemaker".

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

CC: Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Ross Romano, MPP, Sault Ste. Marie



City of Sault Ste. Marie Council Resolution

Regular Council Meeting

Agenda Number: 8.7.1.

Title: Building Faster Fund – Assigned Housing Target and Provincial Task Force Recommendations

Date: Tuesday, October 10, 2023

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

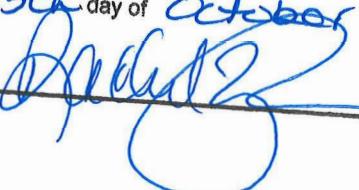
Resolved that the Report of the Director of Planning, dated October 10, 2023 concerning the Building Faster Fund, assigned Local Housing Target and Ontario Housing Affordability Task Force recommendations be received and that Council of the City of Sault Ste. Marie:

- Commit to the Province's assigned local housing target of constructing 1,500 new homes between 2022 and 2031; and
- Submit the attached chart, which outlines staff's recommended positions on the 74 recommendations of the Ontario Housing Affordability Task Force (HATF) and ranks the top five HATF recommendations.

Carried

I, Rachel Tyczynski, City Clerk of the Corporation
of the City of Sault Ste. Marie, certify the foregoing to be
a true and correct copy of the original document of which
it purports to be a copy.
Dated at Sault Ste. Marie, Ontario, this


Matthew Shoemaker

13th day of October, 2023


Attachment: List of 74 Housing Affordability Task Force (HATF) Recommendations for Response

Please identify the top 5 HATF recommendations that you support, and rationale / Comments	
1.	#2 – Amend the Planning Act, PPS and Growth Plans to make growth in the full spectrum of housing supply and intensification within existing built-up areas as the most important residential housing priorities in the mandate and purpose. This is important to clearly establish intensification and infill development within built-up areas as the policy priority. It would also help to place important boundaries around numerous other recommendations, especially those related to eliminating appeals.
2.	#50 – Provincial and Federal Loan Guarantees for purpose built rental, affordable rental and affordable ownership project.
3.	#53 – Increasing funding to support post secondary education in trades. #'s 51 and 52, promote skilled trades and increase immigration points system for those with skilled trades are also critical. A lack of skilled building tradespeople is a significant contributing factor to increased construction costs, and a barrier to building 1,500 new homes locally over the next 10 years.
4.	# 31 – Require appellants to promptly seek permission of the OLT and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted. This has the potential to speed development throughout, on the condition that OLT is provided the proper resources so that leaves to appeal are responded to in a timely manner.
5.	#73 – Relocate provincial services outside of major population centres where land is considerably less expensive This has the potential to benefit Sault Ste. Marie, where land costs are relatively cheaper than the GTA and overall housing costs are relatively cheaper. Furthermore, SSM has ample vacant land to accommodate additional growth and development.

HATF Recommendation <i>(Note: Bracketed numbers are per the numbering in the original Task Force report; numbering in the first column is for Ministry use)</i> <i>Recommendations with an asterisk * have been implemented</i>		Support or Oppose <i>(Mandatory Field – Please only mark with an 'X' as appropriate)</i>
1. 1) Set a goal of building 1.5 million new homes in ten years.*	<input type="checkbox"/>	Support X <input type="checkbox"/> Oppose

2.	2) Amending the Planning Act, Provincial Policy Statement, and Growth Plans to set “growth in the full spectrum of housing supply” and “intensification within existing built-up areas” of municipalities as the most important residential housing priorities in the mandate and purpose.		Support X		Oppose
3.	3) a) Limit exclusionary zoning in municipalities through binding provincial action: allow “as of right” residential housing up to four units and up to four storeys on a single residential lot.* COMMENTS: Planning staff will be recommending that Council amend the zoning by-law to permit up to 4 units as of right on most urban residential properties. Planning will also be recommending that the zoning by-law be amended to permit medium and high density residential development within identified nodes. Therefore, permitting up to 4 units is supported, however staff are cautious to support permitting up to four storeys on all residential lots.		Support X		Oppose
4.	3 b) Modernize the Building Code and other policies to remove any barriers to affordable construction and to ensure meaningful implementation (e.g., allow single-staircase construction for up to four storeys, allow single egress, etc.)		Support X		Oppose
5.	4) Permit “as of right” conversion of underutilized or redundant commercial properties to residential or mixed residential and commercial use. COMMENTS: Planning staff are working on policies to facilitate the conversion of underutilized or redundant commercial properties to residential or mixed use buildings.		Support X		Oppose
6.	5) Permit “as of right” secondary suites, garden suites, and laneway houses province-wide.*		Support X		Oppose
7.	6) Permit “as of right” multi-tenant housing (renting rooms within a dwelling) province-wide. COMMENTS: Staff is supportive, but notes that Ontario Building Code amendments may be necessary in order to implement.		Support X		Oppose
8.	7) Encourage and incentivize municipalities to increase density in areas with excess school capacity to benefit families with children. COMMENTS: Although staff support on a preliminary basis, it is recognized that consultation with local school boards would be required.		Support X		Oppose
9.	8) Allow “as of right” zoning up to unlimited height and unlimited density in the immediate proximity of individual major transit stations within two years if municipal zoning remains insufficient to meet provincial density targets. COMMENTS: Further clarification from the Province is required to confirm applicability. Major Transit Station Areas (MTSA) are currently defined as being ‘higher order transit stations’ such as rail, dedicated light rail corridors and subways. The City of SSM does not have any ‘major transit stations’ as per current definition.		Support N/A		Oppose

10.	<p>9) Allow “as of right” zoning of six to 11 storeys with no minimum parking requirements on any streets that have direct access to public transit (including streets on bus and streetcar routes).</p> <p>COMMENTS: The assumption is the range in storeys might depend upon the type of public transit and the context of the community. Staff is cautiously supportive, however further clarification is required.</p>		Support X		Oppose
11.	<p>10) Designate or rezone as mixed commercial and residential use all land along transit corridors and re-designate all Residential Apartment to mixed commercial and residential zoning in Toronto.</p> <p>COMMENTS: Non applicable outside of Toronto.</p>		Support N/A		Oppose
12.	<p>11) Support responsible housing growth on undeveloped land, including outside existing municipal boundaries, by building necessary infrastructure to support higher density housing and complete communities and applying the recommendations of this report to all undeveloped land.</p> <p>COMMENTS: While staff is supportive of ‘responsible’ rural development, even at incrementally higher densities, staff is not at this time supportive of extending new linear infrastructure, such as water and sewer services to support higher densities that would not likely cover the cost of long-term maintenance.</p>		Support		Oppose X
13.	<p>12) a) Create a more permissive land use, planning, and approvals system: Repeal or override municipal policies, zoning, or plans that prioritize the preservation of physical character of neighbourhood.*</p> <p>COMMENTS: Local land use policies and zoning provisions speak to respecting physical character, as opposed to prioritizing the preservation of physical character.</p>		Support X		Oppose
14.	<p>12 b) Exempt from site plan approval and public consultation all projects of 10 units or less that conform to the Official Plan and require only minor variances.*</p> <p>COMMENTS: Locally, staff have found that in most cases, public consultations associated with smaller housing projects (<10 units) have been productive for both the neighbourhood and developers. Exempting housing developments of 10 units or less from site plan control (already implemented) has had the effect of eliminating a well-established and understood process and replacing it with a new process, leaving applicants and consultants confused. Within the local context, staff would support reducing the size of exempt projects from less than 10 to less than 5 units.</p>		Support		Oppose X

15.	<p>12 c) Establish provincewide zoning standards, or prohibitions, for minimum lot sizes, maximum building setbacks, minimum heights, angular planes, shadow rules, front doors, building depth, landscaping, floor space index, and heritage view cones, and planes; restore pre-2006 site plan exclusions (colour, texture, and type of materials, window details, etc.) to the Planning Act and reduce or eliminate minimum parking requirements.</p> <p>COMMENTS:</p> <ul style="list-style-type: none"> • Provincewide zoning standards represent a fundamental change to local land use planning autonomy, however only lot size, building height/setbacks and landscaping regulations are used locally. Current zoning standards do not speak to angular planes, shadow rules, front doors, building depth, etc... • Staff have no issues with restoring pre-2006 site plan exclusions as they are not generally utilized locally. • Current project underway to eliminate minimum parking requirements in the downtown, with significant reductions in 'nodes' and reductions everywhere else. Staff is cautiously supportive, subject to further details upon what such standards might be. 	Support X		Oppose
16.	<p>12 d) Remove any floorplate (sic) restrictions to allow larger, more efficient high-density towers.</p> <p>COMMENTS: Floorplate restrictions refer to limitations on floor areas for tall buildings. The intent is to reduce the overall 'bulk' of tall buildings and thus, improve aesthetics when viewed from a distance. Local zoning regulations do not contain floorplate restrictions.</p>	Support X		Oppose
17.	<p>13) Limit municipalities from requesting or hosting additional public meetings beyond those that are required under the Planning Act.</p> <p>COMMENTS: Planning staff have found that one neighbourhood meeting (which is additional to the required public council meeting) has been a valuable step for neighbours and developers, without adding significant time or costs to the overall process. In numerous cases, the neighbourhood meeting has served to clarify misunderstandings and misinformation that may be circulating throughout the neighbourhood. These meetings have also resulted in addressing concerns at the outset, thus eliminating potential appeals.</p> <p>It is understood that with the implementation of gentle density and other policies, many developments will no longer require a rezoning.</p>	Support		Oppose X
18.	14) Require that public consultations provide digital participation options.	Support X		Oppose

19.	15) Require mandatory delegation of site plan approvals and minor variances to staff or pre-approved qualified third-party technical consultants through a simplified review and approval process, without the ability to withdraw Council's delegation.*		Support X		Oppose
20.	16) a) Prevent abuse of the heritage preservation and designation process by: prohibiting the use of bulk listing on municipal heritage registers.* COMMENTS: Staff is generally supportive. Properties are put on the registrar for the purpose of designating them or not, in a timely manner. It has become common practice to place numerous properties on the registrar with no intent to make a decision on designation, until such time that a demolition permit or some other application is made. It does not appear that this recommendation would prevent individual or a small number of listings from being placed on the register. Further clarification is required on how 'bulk listing' might be defined.		Support X		Oppose
21.	16 b) Prohibiting reactive heritage designations after a Planning Act development application has been filed.*		Support X		Oppose
22.	17) Requiring municipalities to compensate property owners for loss of property value as a result of heritage designations, based on the principle of best economic use of land. COMMENTS: This is difficult to support. Who/how would loss of property value and 'best economic use of land' be defined or established? It is also noted that owners of heritage properties benefit from a 40% tax rebate and can access grants to assist in the maintenance of a designated building.		Support		Oppose X
23.	18) Restore the right of developers to appeal Official Plans and Municipal Comprehensive Reviews.* COMMENTS: This is counter to many other recommendations aimed at minimizing appeals, streamlining the development process and decreasing costs.		Support		Oppose X
24.	19) Legislate timelines at each stage of the provincial and municipal review process, including site plan, minor variance, and provincial reviews, and deem an application approved if the legislated response time is exceeded.* COMMENTS: Staff are cautiously supportive, on the basis that meeting legislative timelines has not been an issue locally. The length of time required to process an application depends upon a variety of factors, including the quality of materials submitted, the complexity of the proposal and developer/consultant timelines to respond to comments, all of which are beyond the control of		Support X		Oppose

	the Municipality. One could potentially see a situation where applicants strategically delay. In order to effectively implement, extremely detailed timeline stages would need to be legislated, adding to the overall complexity of the Planning Act application process which a number of recommendations aim to simplify.			
25.	<p>20) Fund the creation of “approvals facilitators” with the authority to quickly resolve conflicts among municipal and/or provincial authorities and ensure timelines are met.*</p> <p>COMMENTS: Timelines are not an issue in Sault Ste. Marie. It could be argued that ‘appealing’ to an ‘approval facilitator’ could actually increase the local timeline and require additional resources for both the appellant and City to bring an ‘approval facilitator’ up to speed, as opposed to focusing on resolving the conflict. Therefore, within the local context, staff does not support this proposal.</p> <p>The Province may wish to consider deploying “approvals facilitators” only where timelines are a significant issue.</p>		Support	Oppose X
26.	<p>21) Require a pre-consultation with all relevant parties at which the municipality sets out a binding list that defines what constitutes a complete application; confirms the number of consultations established in the previous recommendations; and clarifies that if a member of a regulated profession such as a professional engineer has stamped an application, the municipality has no liability and no additional stamp is needed.</p> <p>COMMENTS: The recommended pre-consultation process closely mirrors the current Development Assistance Review Team (DART) process currently utilized for larger applications. Staff is supportive of removing liability from the City and not requiring additional professional stamps, however staff will still continue to review and provide comments upon stamped drawings, plans and reports.</p>		Support X	Oppose
27.	<p>22) Simplify planning legislation and policy documents.</p> <p>COMMENTS: It is difficult not to support appropriate simplification, however there are a number of conflicting recommendations that in Staff’s opinion, would add additional complexity.</p>		Support X	Oppose
28.	<p>23) Create a common, province-wide definition of plan of subdivision and standard set of conditions which clarify which may be included; require the use of standard province-wide legal agreements and, where feasible, plans of subdivision.</p> <p>COMMENTS: This will depend on the details, however on the surface, this seems agreeable.</p>		Support X	Oppose

29.	24) Allow wood construction of up to 12 storeys.*		Support X		Oppose
30.	25) Require municipalities to provide the option of pay on demand surety bonds and letters of credit. COMMENTS: The City established a pilot project to use bonds in place of a letter of credit. If the surety bond resembles the protections of a letter of credit, staff is agreeable.		Support X		Oppose
31.	26) Require appellants to promptly seek permission ("leave to appeal") of the OLT and demonstrate that an appeal has merit, relying on evidence and expert reports, before it is accepted. COMMENTS: Agreeable, however this will require quick response times from OLT in order to be effective, otherwise, the process could be lengthened.		Support X		Oppose
32.	27) a) Prevent abuse of process: remove right of appeal for projects with at least 30% affordable housing in which units are guaranteed affordable for 40 years. COMMENTS: It is assumed that within this scenario, the appeal would be from a third party to an application that has been approved by Council, although not clearly stated. If this is the case, staff is supportive.		Support X		Oppose
33.	27 b) Require a \$10,000 filing fee for third party appeals.* COMMENTS: Although the * suggests this has already been implemented, staff is of the understanding that current filing fee's are not \$10,000. Furthermore, the Tribunal has the ability to waive these fees. Staff is cautiously supportive, noting that this significant fee should only apply to very specific types of applications/appeals.		Support X		Oppose
34.	27 c) Provide discretion to adjudicators to award full costs to the successful party in any appeal brought by a third party or by a municipality where its council has overridden a recommended staff approval. COMMENTS: Similar to comments above, clarity upon what types of projects this would apply to is required.		Support X		Oppose
35.	28) Encourage greater use of oral decisions issued the day of the hearing, with written reasons to follow, and allow those decisions to become binding the day that they are issued.*		Support X		Oppose
36.	29) Where it is found that a municipality has refused an application simply to avoid a deemed approval for lack of decision, allow the Tribunal to award punitive damages.		Support		Oppose X

	COMMENTS: Assuming this relates to refusal to accept an application as complete, one can see situations where developers/applicants could 'game' this, utilizing the threat of punitive damages. This has not been an issue locally. Furthermore, Legal staff advise that punitive damages are only used in the most extreme cases in other litigation and the same should hold true here.			
37.	30) Provide funding to increase staffing (adjudicators and case managers), provide market-competitive salaries, outsource more matters to mediators, and set shorter time targets.	Support X		Oppose
38.	31) In clearing the existing backlog, encourage the Tribunal to prioritize projects close to the finish line that will support housing growth and intensification, as well as regional water or utility infrastructure decisions that will unlock significant housing capacity.	Support X		Oppose
39.	32) Waive development charges and parkland cash-in-lieu and charge only modest connection fees for all infill residential projects up to 10 units or for any development where no new material infrastructure will be required. COMMENTS: The City of Sault Ste. Marie does not collect development charges. Cash in lieu of parkland is only collected where there is new lot creation, however staff has recommended approval of Draft OP policies that would result in collecting cash in lieu of parkland for larger, infill residential projects. Therefore, staff is cautiously supportive, subject to further clarification upon the definition of 'modest connection fees'.	Support X		Oppose
40.	33) Waive development charges on all forms of affordable housing guaranteed to be affordable for 40 years. COMMENTS: The City of Sault Ste. Marie does not have Development Charges.	Support X N/A		Oppose
41.	34) Prohibit interest rates on development charges higher than a municipality's borrowing rate.* COMMENTS: The City of Sault Ste. Marie does not collect Development Charges.	Support X N/A		Oppose
42.	35 a) Regarding cash in lieu of parkland, s.37, Community Benefit Charges, and development charges: Provincial review of reserve levels, collections and drawdowns annually to ensure funds are being used in a timely fashion and for the intended purpose, and, where review points to a significant concern, do not allow further collection until the situation has been corrected. COMMENTS: Locally only cash in lieu of parkland is applicable. The City does not collect Community Benefits Charges or Development Charges. With regards to the parkland reserve fund, Bill 23 introduced rules to ensure timely spending and there are existing rules outlining what the funds can be spent on. As previously mentioned, cash in lieu of parkland is only	Support		Oppose X

	<p>collected for new lot creation. In recent years, much of the funds have been collected from rural lot creation, where park demand is low. It would be staff's preference to have the ability to amass enough funds in order to do something impactful, especially considering the proposed limitations on what types of development cash in lieu of parkland can be collected from.</p> <p>It is difficult to understand how this recommendation directly supports the construction of more dwelling units.</p>			
43.	<p>35 b) Except where allocated towards municipality-wide infrastructure projects, require municipalities to spend funds in the neighbourhoods where they were collected. However, where there's a significant community need in a priority area of the City, allow for specific ward to ward allocation of unspent and unallocated reserves.</p> <p>COMMENTS: Locally, only cash in lieu of parkland applies. As a general statement, it is appropriate to prioritize spending collected funds on community wide projects, then, in the area where the funds are collected. Having said this, where a development project occurs in close proximity to a park that has recently been upgraded, staff would prefer the flexibility to spend funds as needed, where needed.</p> <p>It is difficult to understand how this recommendation specifically facilitates the development of more homes.</p>	Support		Oppose X
44.	36) Recommend that the federal government and provincial governments update HST rebate to reflect current home prices and begin indexing, and that the federal government match the provincial 75% rebate and remove any clawback.	Support X		Oppose
45.	<p>37) Align property taxes for purpose-built rental with those of condos and low-rise homes.</p> <p>COMMENTS: The tax ratio for multi-residential was reduced locally in 2018 to 1.082 compared to low-rise residential at 1.0. The Province has set a limit on the multi-residential tax ratio of 2.0. Staff are supportive of moving the ratio to the same as ownership and low-rise homes, as long as significant tax shifts do not occur.</p>	Support X		Oppose
46.	<p>38) Amend the Planning Act and Perpetuities Act to extend the maximum period for land leases and restrictive covenants on land to 40 or more years.*</p> <p>COMMENTS: This is intended to support alternative ownership models and provide more security for property owners.</p>	Support X		Oppose
47.	39) Eliminate or reduce tax disincentives to housing growth.	Support		Oppose

	COMMENTS: There is little clarity in the task force report outlining what this entails. Property taxes, Provincial and federal income/sales taxes or all of the above? Staff is generally supportive of eliminating or reducing tax disincentives to housing growth, however additional clarity is required.	X		
48.	40) Call on the Federal Government to implement an Urban, Rural and Northern Indigenous Housing Strategy.*	Support X		Oppose
49.	41) Funding for pilot projects that create innovative pathways to homeownership, for Black, Indigenous, and marginalized people and first-generation homeowners.	Support X		Oppose
50.	42) Provide provincial and federal loan guarantees for purpose-built rental, affordable rental and affordable ownership projects.	Support X		Oppose
51.	43) Enable municipalities, subject to adverse external economic events, to withdraw infrastructure allocations from any permitted projects where construction has not been initiated within three years of build permits being issued. COMMENTS: Over the past 35 years, local development has been cyclical. There are instances where this would be very beneficial. In other cases, there are key/strategic sites where withdrawing infrastructure allocations would not be recommended. As long as there is local discretion, staff is supportive.	Support X		Oppose
52.	44) Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges. COMMENTS: This appears to move water and wastewater to a corporation such as the PUC and take the costs out of the municipal fee structure. Charges would then be more fairly allocated to the users of the service versus only new development. It is difficult to support without further information to assess accurately. Furthermore, the City does not collect development charges.	Support		Oppose X
53.	45) Improve funding for colleges, trade schools, and apprenticeships, encourage and incentivize municipalities, unions and employers to provide more on-the-job training.*	Support X		Oppose
54.	46) Undertake multi-stakeholder education program to promote skilled trades.*	Support X		Oppose

55.	47) Recommend that the federal and provincial government prioritize skilled trades and adjust the immigration points system to strongly favour needed trades and expedite immigration status for these workers and encourage the federal government to increase from 9,000 to 20,000 the number of immigrants admitted through Ontario's program.*		Support X		Oppose
56.	48) The Ontario government should establish a large "Ontario Housing Delivery Fund" and encourage the federal government to match funding. This fund should reward: a) Annual housing growth that meets or exceeds provincial targets b) Reductions in total approval times for new housing c) The speedy removal of exclusionary zoning practices COMMENTS: It is noted that housing starts may or may not meet targets for reasons that are out of the Municipality's control, such as rising construction and labour costs due to a lack of skilled tradespeople. Therefore, caution should be taken with this approach. Otherwise, staff is agreeable with rewarding timeline improvements and the removal of exclusionary zoning practices.		Support X		Oppose
57.	49) Reductions in funding to municipalities that fail to meet provincial housing growth and approval timeline targets COMMENTS: Staff is cautiously supportive, however it is noted that failure to meet a housing growth target or approval timeline may be due to factors beyond the Municipalities control. Locally, a more productive approach might be to reward success, rather than penalize potential failures.		Support X		Oppose
58.	50) Fund the adoption of consistent municipal e-permitting systems and encourage the federal government to match funding. Fund the development of a common data architecture standard, supported by an external expert committee, across municipalities and provincial agencies/ministries and require municipalities to provide their zoning bylaws with open data standards. Set an implementation goal of 2025 and make funding conditional on established targets. COMMENTS: Through the Provincial Streamline Development Approval Fund, the Sault Ste. Marie Innovation Centre is developing an online application portal for Planning Act and building permit applications. Therefore, staff supports municipal e-permitting systems, as well as a common data architecture and open data standards, contingent upon appropriate funding to establish and maintain such systems.		Support X		Oppose

59.	<p>51) Require municipalities and the provincial government to use the Ministry of Finance population projections as the basis for housing need analysis and related land use requirements.</p> <p>COMMENTS: The Ministry of Finance does not provide population projections for the City of Sault Ste. Marie. Rather, projections are for the entire Algoma Region. Staff is supportive with the caveat that Ministry of Finance produces projections specific to Sault Ste. Marie.</p>		Support X		Oppose
60.	<p>52) Resume reporting on housing data and require consistent municipal reporting, enforcing compliance as a requirement for accessing programs under the Ontario Housing Delivery Fund.*</p> <p>COMMENTS: Staff is generally supportive of consistent municipal reporting on housing data, contingent upon appropriate funding to establish and maintain such a program.</p>		Support X		Oppose
61.	<p>53) Report each year at the municipal and provincial level on any gap between demand and supply by housing type and location, and make underlying data freely available to the public.</p> <p>COMMENTS: Staff is generally supportive of reporting on any gap between housing demand and supply, including making data freely available to the public, however further clarity is required on how such reporting would be undertaken, with the caveat that funding be made available to assist with implementation.</p>		Support X		Oppose
62.	54) Empower the Deputy Minister of Municipal Affairs and Housing to lead an all of government committee that meets weekly to ensure our remaining recommendations and any other productive ideas are implemented.		Support X		Oppose
63.	55) Commit to evaluate these recommendations for the next three years with public reporting on progress.*		Support X		Oppose
64.	B-1) Call upon the federal government to provide equitable affordable housing funding to Ontario.*		Support X		Oppose
65.	B-2) Develop and legislate a clear, province-wide definition of "affordable housing" to create certainty and predictability.		Support X		Oppose
66.	<p>B-3) Create an Affordable Housing Trust from a portion of Land Transfer Tax Revenue (i.e., the windfall resulting from property price appreciation) to be used in partnership with developers, non-profits, and municipalities in the creation of more affordable housing units. This Trust should create incentives for projects serving and brought forward by Black- and Indigenous-led developers and marginalized groups.</p> <p>COMMENTS: On the surface, this is supportable, however further program details are required.</p>		Support X		Oppose
67.	B-4) Amend legislation to:		Support		Oppose

	<ul style="list-style-type: none"> Allow cash-in-lieu payments for Inclusionary Zoning units at the discretion of the municipality. Require that municipalities utilize density bonusing or other incentives in all Inclusionary Zoning and Affordable Housing policies that apply to market housing. Permit municipalities that have not passed Inclusionary Zoning policies to offer incentives and bonuses for affordable housing units. <p>COMMENTS: Traditionally, inclusionary zoning is the requirement that all larger residential developments include a proportion of units that are affordable. Staff is currently of the opinion that this form of inclusionary zoning is not permitted outside of Major Transit Station Areas, which do not exist in Sault Ste. Marie. If the Province were to explicitly permit or require this form of inclusionary zoning in Sault Ste. Marie, staff would not be supportive of implementation, as it would have the effect of reducing or eliminating the supply of new housing starts, especially purpose built rental housing, without significant subsidies, which are beyond the financial abilities of the Municipality.</p> <p>Having said this, it appears that the Provincial Housing Task Force utilizes the term 'exclusionary zoning' to mean zoning provisions that only permit a certain type/density of dwellings. Within this context, one could interpret 'inclusionary zoning' to mean permitting a wider variety of housing types and densities in a wider variety of areas. If this is the case, Staff is supportive.</p> <p>In closing, further clarification is required for staff to make an informed recommendation.</p>		X	
68.	B-5) Encourage government to closely monitor the effectiveness of Inclusionary Zoning policy in creating new affordable housing and to explore alternative funding methods that are predictable, consistent and transparent as a more viable alternative option to Inclusionary Zoning policies in the provision of affordable housing.		Support X	Oppose
69.	B-6) Rebate MPAC market rate property tax assessment on below-market affordable homes. COMMENTS: Staff is cautiously supportive, subject to further clarity.		Support X	Oppose
70.	C-1) Review surplus lands and accelerate the sale and development through RFP of surplus government land and surrounding land by provincially pre-zoning for density, affordable housing, and mixed or residential use. COMMENTS: Staff supports selling surplus government lands, however further clarity is required to determine what is meant by 'provincially pre-zoning'. Furthermore, would 'provincially pre-zoning' only apply to provincial lands or all publicly owned lands?		Support X	Oppose

71.	C-2) All future government land sales, whether commercial or residential, should have an affordable housing component of at least 20%.		Support		Oppose X
	COMMENTS: Within the local context, this might result in public land sales not proceeding without significant ongoing subsidies to support the ongoing affordable housing component.				
72.	C-3) Purposefully upzone underdeveloped or underutilized Crown property (e.g., LCBO).		Support X		Oppose
	COMMENTS: Staff are generally supportive, however 'upzoning' should still adhere to Official Plan policies and be appropriate for the surrounding area, within the general context of future recommendations to permit more density in more areas.				
73.	C-4) Sell Crown land and reoccupy as a tenant in a higher density building or relocate services outside of major population centres where land is considerably less expensive.		Support X		Oppose
	COMMENTS: Staff is generally supportive of this. Locally, relocating more OLG offices and other Provincial offices to Sault Ste. Marie is supported.				
74.	C-5) The policy priority of adding to the housing supply, including affordable units, should be reflected in the way surplus land is offered for sale, allowing bidders to structure their proposals accordingly.		Support X		Oppose

**Ministry of
Municipal Affairs
and Housing**

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234-2023-5137

October 23, 2023

Your Worship
Mayor Matthew Shoemaker
City of Sault Ste. Marie
mayor.shoemaker@cityssm.on.ca

Dear Mayor Shoemaker:

As you know, on August 21, 2023, Ontario announced the Building Faster Fund, a new three-year, \$1.2 billion program that will provide up to \$400 million per year to municipalities that meet or exceed their annual housing targets. Ten per cent of the overall funding will be reserved for small, rural and northern communities that have not yet been assigned a housing target.

This program is currently in the final stages of program design, informed by consultations underway with the Association of Municipalities of Ontario, the City of Toronto, and the Housing Supply Action Plan Implementation Team. However, I am writing today to provide details on your municipality's annual housing targets to inform municipal planning for the year ahead.

These are the targets that would apply under the Building Faster Fund provided you commit in writing as head of council to your overall municipal housing target if your municipality has not already previously pledged to meet this housing target and have provided feedback on the recommendations of the Housing Affordability Task Force by October 16, 2023. We also hope and expect that municipalities will submit a council-approved pledge by December 15, 2023, if they have not already done so, outlining the steps they will take to achieve their housing targets, but approval of this pledge is not a condition for accessing funding under the Building Faster Fund.

Annual targets will be determined by taking each municipality's proportion of the overall 1.5 million home goal and applying that proportion against province-wide annual targets, which will increase each year over the course of the Building Faster Fund. For example, if a municipality's target represents 5% of 1.5 million homes, the annual targets for that municipality would be 5% of the province-wide targets for 2023, 2024 and 2025. This ambitious and realistic approach will provide time for municipalities to ramp up approvals processes to the necessary levels.

For the first year of the program, 2023, province-wide annual housing targets will start at 110,000 new housing starts. From there, housing targets will ramp up to 125,000 in 2024, 150,000 in 2025 and 175,000 beginning in 2026 (one year beyond the end of the BFF program period). 175,000 units per year beginning in 2026 would be the pace needed to achieve 1.5 million homes by 2031.

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For your municipality, this means your annual housing targets under the BFF would be:

Target	2023	2024	2025
Provincial	110,000	125,000	150,000
City of Sault Ste. Marie	110	125	150

Performance against these targets will be evaluated based on housing starts, as defined by Canada Mortgage and Housing Corporation's Starts and Completions Survey, as well as Additional Residential Units (for example, basement suites) and other institutional housing types (such as Long-Term Care beds) created in a given calendar year. Please note that the data source for Additional Residential Units is to be determined and more information on what counts will be available once consultations are completed and a final program design is announced.

For additional details on the design of the Building Faster Fund at this stage, please refer to the Backgrounder at this link: <https://news.ontario.ca/en/backgrounder/1003396/ontario-providing-new-tools-to-municipalities-to-build-more-homes-sooner>

Finally, please note that beginning in October 2023, the Ministry of Municipal Affairs and Housing will begin publishing on its website each municipality's annual housing targets, as well as progress towards those targets to date based on housing starts data, on our ministry website. Other data types, such as Additional Residential Units, will be added as they become available in the future.

I look forward to continuing our work together to ensure that more people can afford a place to call home.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

c: Malcolm White, CAO, cao.white@cityssm.on.ca
Rachel Tyczinski, Clerk, r.tyczinski@cityssm.on.ca
Hon. Rob Flack, Associate Minister of Housing
Michael Klimuntowski, Chief of Staff, Minister's Office
Martha Greenberg, Deputy Minister
Joshua Paul, Assistant Deputy Minister, Market Housing Division
Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
Caspar Hall, Assistant Deputy Minister, Local Government Division

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234-2023-5137

Le 23 octobre 2023

Maire Matthew Shoemaker
City of Sault Ste. Marie
mayor.shoemaker@cityssm.on.ca

Bonjour au président du conseil municipal,

Objet : Cibles annuelles en matière de logement

Comme vous le savez, le 21 août 2023, l'Ontario a annoncé la création du Fonds pour l'accélération de la construction, un nouveau programme sur 3 ans, doté d'un budget de 1,2 milliard de dollars, qui octroiera une enveloppe pouvant aller jusqu'à 400 millions de dollars par année aux municipalités qui atteignent ou dépassent leurs cibles annuelles en matière de logement. Dix pour cent du financement total seront réservés aux petites communautés, aux communautés rurales et aux communautés du Nord qui n'ont pas encore de cibles en matière de logement.

Ce programme en est aux étapes finales de sa conception, qui est éclairée par les consultations menées actuellement auprès de l'Association des municipalités de l'Ontario, de la cité de Toronto et de l'Équipe de mise en œuvre du Plan d'action pour l'offre de logements. Cependant, je vous écris aujourd'hui pour vous transmettre des renseignements sur les cibles annuelles en matière de logement de votre municipalité, qui vous seront utiles pour votre planification de l'année qui vient.

Il s'agit des cibles à atteindre dans le cadre du Fonds pour l'accélération de la construction, à condition que vous vous engagiez, par écrit, en tant que président du conseil municipal, à atteindre votre cible globale municipale en matière de logement si votre municipalité ne s'est pas déjà engagée à atteindre cette cible en matière de logement et que vous nous faites parvenir votre réponse aux recommandations du Groupe d'étude sur le logement abordable d'ici le 16 octobre 2023. Nous espérons et attendons également que les municipalités soumettent, d'ici le 15 décembre 2023, si elles ne l'ont pas déjà fait, un engagement approuvé par le conseil municipal, décrivant les mesures qu'elles prendront pour atteindre leurs objectifs en matière de logement, mais l'approbation de cet engagement n'est pas une condition d'accès au financement dans le cadre du Fonds pour l'accélération de la construction.

Les cibles annuelles seront établies selon la part de chaque municipalité de l'objectif général de construction de 1,5 million d'habitations par rapport aux cibles annuelles provinciales, qui augmenteront chaque année au cours de la mise en œuvre du Fonds pour l'accélération de la construction. Par exemple, si la cible d'une municipalité représente 5 % de la cible de 1,5 million d'habitations, la cible annuelle de cette municipalité sera de 5 % de la cible provinciale pour 2023, 2024 et 2025. Cette approche ambitieuse et réaliste donnera aux municipalités le temps d'accélérer les processus d'approbation pour atteindre les niveaux nécessaires.

Pour la première année du programme, soit 2023, les cibles provinciales annuelles commenceront à 110 000 mises en chantier. Les cibles passeront ensuite à 125 000 en 2024, 150 000 en 2025 et 175 000, dès 2026 (un an après la fin de la période du Fonds pour l'accélération de la construction). Pour pouvoir réaliser l'objectif de 1,5 million d'habitations d'ici 2031, il faudrait atteindre 175 000 habitations par année à partir de 2026.

Pour votre municipalité, cela signifie que votre cible annuelle en matière de logement dans le cadre du Fonds pour l'accélération de la construction serait la suivante :

Cible	2023	2024	2025
Provinciale	110,000	125,000	150,000
Municipale	110	125	150

Les progrès réalisés par rapport à cette cible seront mesurés en fonction des mises en chantier, conformément aux Méthodes d'enquête – logements écoulés, mises en chantier et achèvements de la Société canadienne d'hypothèques et de logement, ainsi que des unités d'habitation supplémentaires (par exemple, logements en sous-sol) et d'autres types de logements institutionnels (comme des lits dans des foyers de soins de longue durée) créés au cours d'une année civile. Veuillez noter que la source des données relatives aux unités d'habitation supplémentaires n'a pas encore été établie et que de plus amples renseignements sur les facteurs à prendre en considération seront publiés une fois que les consultations sont terminées et que la conception finale du programme est annoncée.

Pour savoir où en est la conception du Fonds pour l'accélération de la construction, voir le document d'information : <https://news.ontario.ca/fr/backgrounder/1003396/ontario-fournit-de-nouveaux-outils-aux-municipalites-afin-daccelerer-la-construction-de-plus-de-logements>.

Pour terminer, veuillez noter qu'à partir d'octobre 2023, le ministère des Affaires municipales et du Logement publiera, sur son site Web, les cibles annuelles en matière de logement de chaque municipalité et les progrès réalisés vers l'atteinte de ces cibles en fonction des données relatives aux mises en chantier. D'autres types de données, comme les unités d'habitation supplémentaires, seront ajoutées au fur et à mesure qu'elles seront publiées.

Je me réjouis de poursuivre notre collaboration afin que davantage de personnes puissent avoir les moyens de se loger.

Cordialement,



L'honorable Paul Calandra
Le ministre des Affaires municipales et du Logement

- c. Directeur général de l'administration de la municipalité
L'honorable Rob Flack, ministre associé du Logement
Michael Klimuntowski, chef de cabinet, Bureau du ministre
Martha Greenberg, sous-ministre
Joshua Paul, sous-ministre adjoint, Division du logement à but lucratif
Sean Fraser, sous-ministre adjoint, Division de l'aménagement et de la croissance
Caspar Hall, sous-ministre adjoint, Division des administrations locales

Rachel Tyczinski

Subject: FW: SSMRCA Proposed 2024 Budget and Levy
Attachments: Sault_Levy Letter_2023_FINAL.pdf; SSMRCA 2024 Proposed Budget and Levy for Consultation_FINAL.pdf

I am reaching out as the Sault Ste. Marie Region Conservation Authority's Board of Directors has approved the circulation of our Proposed 2024 Budget and Levy for municipal consultation.

I have attached the letter directed to yourself, as well as the Budget Document.

The consultation period is underway until our next Board meeting, taking place on Tuesday, November 21, 2023, at 4:45 p.m. Please forward any comments to cbarrett@ssmrca.ca.

Thank you kindly for your time, and if you require anything else pertaining to this, please do not hesitate to let me know.

Sincerely,

Corrina Barrett (she/her)

General Manager / Secretary-Treasurer

Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East, Sault Ste. Marie, ON P6A 6J8

Phone: (705) 946-8530 ext. 1005

Web: <https://ssmrca.ca/>

Email: cbarrett@ssmrca.ca



**Sault Ste. Marie Region
Conservation Authority**



Disclaimer: This communication is intended for the addressee indicated above. It may contain information that is privileged, confidential or otherwise protected from disclosure under the Municipal Freedom of Information and Privacy Protection Act. If you have received this email in error, please notify me immediately. Thank you.

Please note that access to the SSMRCA Administrative Office is preferred by appointment at this time. Phone and email are the most reliable ways to reach SSMRCA staff. Please be patient and staff will respond to you as soon as they can. Thank you.



Sault Ste. Marie Region Conservation Authority

October 19, 2023

Shelley Schell, Chief Financial Officer & Treasurer
Finance Department
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Re: Sault Ste. Marie Region Conservation Authority – Draft 2024 Budget and Levy

Dear Shelley:

Please find attached a copy of the Sault Ste. Marie Region Conservation Authority's (SSMRCA) 2024 Draft Budget, which sets out the proposed levy and each municipality's portion.

A resolution was passed at the October 17, 2023, SSMRCA Board Meeting to circulate the Draft Budget and proposed levy to the member municipalities. The 2024 Budget will come before the SSMRCA Board of Directors for final approval on November 21, 2023, at 4:45 p.m. at the SSMRCA Administration Office located at 1100 Fifth Line East, Sault Ste. Marie.

Draft 2024 Budget

The SSMRCA has developed its 2024 budget to prevent unnecessary increases in expenditures. The operational budget will apply self generated revenue to lower the impact of the levy to our municipal partners. The SSMRCA Board of Directors directed the authority to budget responsibly for 2024 and to continue with existing programs.

The Draft 2024 Budget proposes an overall Operational Levy increase of \$13,321.01 (2.36%) from 2023. The addition of the Capital Levy at \$40,000 results in an overall Total Levy increase of \$53,321.01 (9.46%) from 2023.

In addition to the draft budget through partnership programs, it is anticipated that the SSMRCA will expend approximately \$121,000 on the Drinking Water Source Protection Program, with revenue offset from the Provincial government for this program. This program will have no impact on the municipal levy.

Municipal Apportionment

As noted above, the draft budget proposes an Operational Levy increase of \$13,321.01 (from \$563,623.45 in 2023 to \$576,944.46 in 2024). This results in a 2.36% increase to the Operational Levy. The apportionment of the Operational Levy is based on the portion of the current value assessment in each municipality relative to the total current value assessment for the watershed.

The current value assessment figures are provided by the Province and are outlined in the table below:

SSMRCA Levy Apportionment Data for 2024 Budget			
Municipality	% in CA	2023 CVA (Modified) in Watershed	CVA Based Apportionment Percentage
Prince Township	65	108,355,416	1.1907
City of Sault Ste. Marie	100	8,991,925,666	98.8093
		9,100,281,082	100

Source: Province of Ontario

The proposed increase in the Operational Levy for each Municipality, using the apportionment data, is shown in the table below.

Municipal Operational Levy	2023	2024	Increase	% Increase
Prince Township	\$ 6,622.00	\$ 6,869.65	\$ 247.65	3.74%
City of Sault Ste. Marie	\$ 557,001.45	\$ 570,074.81	\$ 13,073.36	2.35%
TOTAL	\$ 563,623.45	\$ 576,944.46	\$ 13,321.01	 2.36%

The table below outlines the Operational and Capital Levy total for each Municipality, using the apportionment data.

Municipal Total Levy	Operational + Capital 2023	Operational + Capital 2024	Increase	% Increase
Prince Township	\$ 6,622.00 + \$ 0.00	\$ 6,869.65 + \$ 0.00	\$ 247.65	3.74%
City of Sault Ste. Marie	\$ 557,001.45 + \$ 0.00	\$ 570,074.81 + \$ 40,000.00	\$ 53,073.36	9.53%
TOTAL	\$ 563,623.45	\$ 616,944.46	\$ 53,321.01	 9.46%

As per the *Conservation Authorities Act*, Section 27.1 (1) there is a 30-day period to appeal levy apportionment to the Ontario Lands Tribunal.

In considering the levy in relation to the budget, the following should be taken into account:

- The Total Levy (operational + capital) for 2020 was not increased.
- The Total Levy (operational + capital) for 2023 saw a decrease from 2022 by 0.65%.
- Increases in total levy fluctuate across the watershed municipalities from year to year. A municipality's levy/assessment that increases more than the average in any given year may have had a small or no increase in previous years.
- The proposed percent increase in Operational Levy combined for the watershed is 2.36%. The change in total levy apportioned to each municipality varies depending on the current value assessment for the year.



Sault Ste. Marie Region Conservation Authority

- The proposed Capital Levy for 2024 includes two important projects to take place on the Fort Creek Dam. Prior to construction of the Fort Creek Dam, major flooding occurred in Sault Ste. Marie as Fort Creek overflowed its banks. The flooding occurred in populated areas where existing aqueducts did not have sufficient drainage capacity to convey peak runoff. Consequently, the primary object of the Fort Creek Dam was to provide flood control. The dam functions by retaining run-off from a rain event and subsequently releasing it when downstream flows have subsided. These projects are needed to ensure that the Dam continues to operate at the level that it was designed for.

Of the \$616,944.46 Total Levy, \$68,113.00 is matching funds with the Provincial contribution agreement and \$548,831.46 is non-matching funds. The non-matching funds will be approved through a weighted majority vote by SSMRCA Board members, while the matching funds will be approved through a simple majority vote.

If you have any questions regarding the draft 2024 Budget, please contact me at 705-946-8530 ext. 1005 or cbarrett@ssmrca.ca. I am available to present to municipal Councils as needed.

Sincerely,

A handwritten signature in black ink that reads "CBarrett". There is a horizontal line underneath the signature.

Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority

attach/



2024 Proposed Budget and Levy For Municipal Consultation

**Sault Ste. Marie Region Conservation Authority
Administration Office
1100 Fifth Line East
Sault Ste. Marie, ON
P6A 6J8
Tel: 705-946-8530
Fax: 705-946-8533
Web: <https://ssmrca.ca/>**



SSMRCA 2024 Draft Budget and Levy for Municipal Consultation

Executive Summary:

The 2024 Draft Budget has been set at \$893,107.46 which includes a Total levy of \$616,944.46 of which the City of SSM pays an Operational Levy of \$570,074.81 plus an additional \$40,000 Capital Levy ask for capital related projects for a total levy of \$610,074.81. The remainder constitutes Prince Township's share at \$6,869.65. The 2024 budget contains a 2.35 to 3.74% (dependent on Municipality) increase to the Operational Levies compared to 2023, and an overall increase to the Total Levy (operational + capital) of 9.46% compared to 2023. The 2024 Budget has been reformatted to adhere to the requirements in [O. Reg. 402/22](#). A resolution was passed at the October 17, 2023, SSMRCA Board Meeting to circulate the Draft Budget and proposed Levy to the member municipalities. The 2024 Budget will come before the SSMRCA Board of Directors for final approval on November 21, 2023, at 4:45 p.m. at the SSMRCA Administration Office located at 1100 Fifth Line East, Sault Ste. Marie.

Background:

[O. Reg. 402/22](#): Budget and Apportionment specifies that the 2024 budget and all subsequent budgets must adhere to this regulation. It provides details on the budget process and municipal apportionment methods for levying participating municipalities and includes revocation of the previous regulations that governed municipal levies (*O. Reg. 670/00* and *O. Reg. 139/96*).

The regulated budget process includes:

First Phase

Budget must include:

- All sources of revenue (other than municipal levy)
- Categorize operating expenses into Category 1, 2 and 3
- Categorize capital expenses into Category 1, 2 and 3
- Amount of levy for each Member Municipality
- Specify if the Authority considered opportunities to raise and use self-generated revenue to help finance the authority's operations, including the programs and services it provides, a description of what the authority considered

Budget must:

- Apply any relevant revenue to specific programs to offset levy
- Apply Modified Current Value Apportionment method to determine levy for each program
- Apply Benefit Based Apportionment method to sole benefitting programs



Second Phase

Draft Budget Process:

1. Notify all Member Municipalities of Draft Budget meeting if a Member Municipality will owe levy for Category 1 Clean Water Act programs and services.
 - a. Advise of amounts owing or to be owed for Category 1 Clean Water Act programs and services.
2. Hold meeting to consider draft budget.
3. Hold vote on whether or not to approve the draft budget for consultation.
 - a. If there is a levy for Category 1 Clean Water Act programs and services, hold a separate vote of Members from applicable municipalities for that portion of the draft budget.
 - b. Vote is a one-member-one vote method.
4. Send Member Municipalities a copy of the Draft Budget and all financial information relating to the apportionment of operating and capital expenses.
5. Post a copy of the Draft Budget and financial information on Governance section of Authority's website.
6. Consult as necessary with Member Municipalities on draft budget in order to finalize final budget.

Third Phase

Final Budget Approval Process:

1. Notify all Member Municipalities of Budget meeting.
 - a. Notification must be at least 30 days prior to meeting.
 - b. Must include copy of most recent draft of the budget.
 - c. Must specify amount of levy for the given year.
2. Hold meeting to approve budget.
3. Hold a recorded vote to municipal levy/amounts owing.
 - a. If there are any Category 1 Clean Water Act apportionments, hold a vote with participating municipality representatives.
 - b. Weighted vote to approve municipal levy/amounts owing.
 - c. Authority can not send a notice of apportionment unless a vote has occurred.
4. Hold a recorded vote to approve final budget. a. One -member-one vote to approve final Budget Document.
5. "Promptly" after the final budget process is approved, provide a copy of the final budget to the Minister and each Member Municipality.
6. Post final budget on the Authority's website in the Governance section.

Discussion:

This 2024 Draft Budget document contains details for the Sault Ste. Marie Region Conservation Authority's (SSMRCA) 2024 planned operations and capital activity. The budget has set at \$893,107.46 which includes a total levy of \$616,944.46 of which the City of SSM pays an Operational Levy of \$570,074.81 plus an additional \$40,000 Capital



Levy ask for capital related projects for a total levy of \$610,074.81. The remainder constitutes Prince Township's share at \$6,869.65.

The budget results in a 3.74% increase to the Prince Township Operational Levy and a 2.35% increase to the City of SSM Operational Levy in 2024 compared to 2023 (this percentage increases to 9.53% when the Capital Levy is included for SSM). The 2024 total budget requires an overall 7.41% (operational + capital) increase in order to maintain its current level of service. The Draft Budget utilizes the 2024 Current Value Assessment (CVA) that was provided by MNRF where 98.8093% of the CA Levy is apportioned to the City of SSM, with the remaining 1.1907% apportioned to Prince Township.

Financial pressures anticipated in 2024 include: continued increases in fuel and utility costs; increased costs of goods and services due to inflation; and newly mandated documents that are due December 31, 2024.

Changes to the *Conservation Authorities Act* within *Bill 229, Schedule 6* and the released Phase 1 and 2 regulations have been incorporated into the budget. The 2024 budget has been reformatted to adhere to these legislative changes. Programs have been categorized into three mandated categories including:

- Category 1: Mandatory Programs and Services
- Category 2: Non-Mandatory Programs and Services at the request of a Municipality
- Category 3: Non-Mandatory Programs and Services

Highlights of the 2024 Budget expenditures include:

- Continuation of annual programming including:
 - Plan Input and Review,
 - Development Regulations,
 - Flood Forecasting and Warning,
 - Operation and maintenance of SSMRCA owned properties & structures
 - DWSP
- An increase to operational staff capacity by hiring 2 students for the summer months, and a seasonal GIS technician
- Staff training – necessary for staff health and safety, GIS and regulation staff
- Staff travel for training and committee work
- NEW – finalize preparing legislated documents such as Conservation Lands Inventory and Watershed Based Resource Management Strategies

SSMRCA self-generated revenue (from both Development Regulations and Miscellaneous N/G Revenue) have been estimated based on volume and fee increases over previous years and incorporated into the budget to help offset the total levy ask for 2024. Development Regulation Fees are those fees that are collected under Section 28 of the *Conservation Authorities Act*. Miscellaneous N/G Revenues are those user fees



that are collected by the Authority for the use of Conservation Areas or Conservation Authority property/facilities by the public/businesses to help offset the costs associated with taxes, maintenance, and insurance of said properties.

The \$40,000 Capital Levy ask for capital related projects includes two proposed projects:

- 1) Riprap protection work that is needed on the upstream slope of the Fort Creek Dam and around the concrete structures. This project is estimated to cost \$40,000 with a 50% cost-share with the Province through the WECI (Water and Erosion Control Infrastructure) program.
- 2) Update the Dam Operations Manual and Surveillance Program for our Fort Creek Dam. This project is estimated to cost \$40,000 with a 50% cost-share with the Province through the WECI (Water and Erosion Control Infrastructure) program.

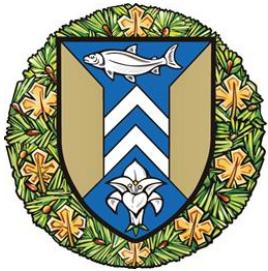
Overall, the 2024 Budget reflects the short-term objectives of the Authority and considers long-term requirements to ensure the SSMRCA can provide sustainable benefits to the watershed residents.

The full Draft 2024 Budget is attached. A summary will be prepared that will be posted on the website and circulated to all Member Municipalities along with the offer to attend a Council meeting if requested.

Conclusion:

The Draft 2024 Budget is being presented for review. The 2024 Budget has been reformatted as required in *O. Reg. 402/22*. As outlined in the new process, this document is being shared for consultation purposes, with final approval of the Budget taking place at the November 21, 2023, Board meeting.

	Expenditures	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
CATEGORY 1 - MANDATORY	Natural Hazard Management	Staffing \$ 246,707.20 Operating \$ 66,737.00 Capital \$ -	\$ 264,146.73 \$ 68,071.74 \$ 40,000.00	\$ 17,439.53 + 3.25% CPI, + contract, + 2 students 1,334.74 + 2% inflation, + 5% insurance increase, + increase to fuel and utilities 40,000.00 Capital anticipated for updated Fort Creek Dam Operations Manual and Rip Rap Dam Enhancement	
	Prov Water Quality-Quantity Monitoring	Staffing \$ 2,265.00 Operating \$ 2,101.20 Capital \$ -	\$ 2,340.00 \$ 2,143.22 \$ -	\$ 75.00 + 3.25% CPI 42.02 + 2% inflation	
	Regional Drinking Water Source Protection	Staffing \$ 89,880.67 Operating \$ 29,189.15	\$ 91,759.75 \$ 29,240.25	\$ 1,879.08 As per Regional SP Agreement - revenue recovered 51.10 As per Regional SP Agreement - revenue recovered	
	Core Watershed-Based Resource MGMT Strategy	Staffing \$ 15,000.00 Operating \$ -	\$ 15,000.00 \$ -	\$ - *NEW* anticipate internal staff to do CL and Watershed Strategies	
	CA Lands and Areas	Staffing \$ 10,750.00 Operating \$ 35,171.50 Capital \$ -	\$ 11,100.00 \$ 42,872.61 \$ -	\$ 350.00 + 3.25% CPI, + contract, + 2 students 7,701.11 + 2% inflation, + 5% insurance increase, + increase to fuel and utilities	
	Enabling Services	Staffing \$ 224,080.23 Operating \$ 101,559.96 Capital \$ -	\$ 239,920.28 \$ 73,462.88 \$ -	\$ 15,840.05 + 3.25% CPI, + contract, + 2 students 28,097.08 + 2% inflation, + increase to utilities and services, less truck lease & cleaning & software	
	Total Expenditures Category 1 =	\$ 823,441.91	\$ 880,057.46	\$ 56,615.55 6.88%	
	Revenue	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
	Provincial Funds Federal Funds City of SSM - Operational Levy Prince Township - Operational Levy City of SSM - Capital Levy Development Regulations Regional Drinking Water Source Protection Misc N/G Revenue / General Donations	\$ 68,113.00 \$ 14,705.46 \$ 557,001.45 \$ 6,622.00 \$ - \$ 32,930.20 \$ 119,069.80 \$ 25,000.00	\$ 68,113.00 \$ 10,000.00 \$ 570,074.81 \$ 6,869.65 \$ 40,000.00 \$ 39,000.00 \$ 121,000.00 \$ 25,000.00	\$ - 4,705.46 CSJ if 2 students approved @ 5000 each 13,073.36 Levy allocated 247.65 Levy allocated 40,000.00 Capital anticipated for updated Fort Creek Dam Operations Manual and Rip Rap Dam Enhancement 6,069.80 Projection based on volume and fees increased 1,930.20 As per contract - Dependent on rentals of SS, CAs, etc.	
	Total Revenue Category 1 =	\$ 823,441.91	\$ 880,057.46	\$ 56,615.55 6.88%	
CATEGORY 2 - NON-MANDATORY	Expenditures	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
	Natural Hazard Management	Staffing \$ 2,500.00 Operating \$ -	\$ 7,500.00 \$ -	\$ 5,000.00 Grass Cutting - Projection based on volume of work and fee increases	
	Local Risk Management Part IV	Staffing \$ 2,000.00 Operating \$ -	\$ 2,000.00 \$ -	\$ - Anticipated to stay at current level (RMO/RMI Services)	
	CA Lands and Areas	Staffing \$ - Operating \$ - Capital \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	
	Total Expenditures Category 2 =	\$ 4,500.00	\$ 9,500.00	\$ 5,000.00 111%	
	Revenue	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
	Provincial Funds Federal Funds City of SSM - Operational Levy Prince Township - Operational Levy City of SSM - Capital Levy City of SSM - SP Agreements Misc N/G Revenue / General Donations	\$ - \$ - \$ - \$ - \$ - \$ 4,500.00 \$ -	\$ - \$ - \$ - \$ - \$ - \$ 9,500.00 \$ -	\$ - \$ - \$ - \$ - \$ - \$ - Special Agreements with City of SSM, based on 2023 increases in cost \$ -	
	Total Revenue Category 2 =	\$ 4,500.00	\$ 9,500.00	\$ 5,000.00 111%	
CATEGORY 3 - SPECIAL PROJECTS	Expenditures	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
	St. Marys Canadian Heritage River	Staffing \$ 500.00 Operating \$ -	\$ 500.00 \$ -	\$ - \$ -	
	Watershed Stewardship and Restoration	Staffing \$ 500.00 Operating \$ 2,550.00	\$ 500.00 \$ 2,550.00	\$ - \$ -	
	Total Expenditures Category 3 =	\$ 3,550.00	\$ 3,550.00	\$ - 0%	
	Revenue	2023 Budget	2024 Budget	2023-2024 VARIANCE	Notes
	Provincial Funds Federal Funds TD Tree Days Development Regs	\$ - \$ - \$ 2,550.00 \$ 1,000.00	\$ - \$ - \$ 2,550.00 \$ 1,000.00	\$ - \$ - \$ - TD Tree days reimbursement \$ - Staff time to aid with the planting and reporting	
	Total Revenue Category 3 =	\$ 3,550.00	\$ 3,550.00	\$ - 0%	
	Total Expenditures Operational Levy Capital Levy Total Levy	\$ 831,491.91 \$ 563,623.45 \$ - \$ 563,623.45	\$ 893,107.46 \$ 576,944.46 \$ 40,000.00 \$ 616,944.46	\$ 61,615.55 7.41% 13,321.01 2.36% 40,000.00 53,321.01 9.46%	



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Malcolm White, Chief Administrative Officer
Karen Fields, City Solicitor
DEPARTMENT: Chief Administrative Officer
RE: Strong Mayor Powers Overview

Purpose

The purpose of this report is to provide Council with an overview of the current Strong Mayor Powers.

Background

As of the writing of this report, the Corporation of the City of Sault Ste. Marie does not have Strong Mayor Powers. It is anticipated, from a Provincial Government Backgrounder that strong mayor powers will be extended to additional municipalities on October 31, including the City of Sault Ste. Marie. It is unknown whether there will be other changes to the legislation, but for the purposes of this report, we will set out the current background, duties and powers that accompany these powers.

The Ontario Government enacted this legislation originally with the cities of Toronto and Ottawa, and then expanded it to 26 other municipalities with a population of over 100,000 who signed on to the provincial housing pledge. It is anticipated that another expansion of municipalities will take place on October 31, 2023. The purpose of the powers is stated to be so the mayor can exercise certain powers to advance the province's priorities of building new residential spaces by December 31, 2031, and constructing and maintaining infrastructure to support housing, including transit, roads, utilities and servicing.

Certain powers are only applicable if the Lieutenant Governor in Council prescribed provincial priorities. That was done by Regulation 580/22, passed on December 20, 2022. That Regulation sets out the following as provincial priorities:

Provincial priorities

1. The following are provincial priorities prescribed for the purposes of sections 284.10, 284.11 and 284.11.1 of the Act:

1. Building 1.5 million new residential units by December 31, 2031.
2. Constructing and maintaining infrastructure to support housing, including,

Strong Mayor Powers Overview

October 30, 2023

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- i. transit;
- ii. roads;
- iii. utilities; and
- iv. servicing.

Analysis

Delegations, Directions and Directives

Delegation

The Head of Council may delegate their powers and duties under the following sections:

1. The head of Council will have the power to appoint the municipality's chief administrative officer. It is one of the powers that the mayor can delegate, but the power can only be delegated to Council. For example, if the mayor does not delegate this power to Council, then the mayor retains the power to appoint a CAO.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker has indicated that he will be delegating this power to Council.

2. Organizational structure – subject to some listed limitations, the mayor can determine the organizational structure of the municipality. This would include the power to hire, dismiss or exercise other stated employment powers with respect to the head of any division. The organizational structure in place remains the same unless the mayor makes the change. The mayor can delegate these powers to either Council or the CAO.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker has indicated that he will be delegating these powers to Council and the CAO as currently set out in the CAO by-law.

3. Boards – the mayor will have the authority to appoint the chairs and vice-chairs of local boards depending on the regulation. There is currently no regulation in place, so this currently remains a dormant power.
4. Committees – the mayor has the authority to establish and dissolve prescribed committees, assign them functions, and appoint chairs and vice-chairs. Currently, the only committees that this applies to are those committees **made up solely of members of Council**. Council retains the power to establish a committee that has at least one non-councillor on it.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker can delegate this power to Council.

Strong Mayor Powers Overview

October 30, 2023

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Mayoral Decisions and Directives

Mayoral Decisions are records of decisions made by the mayor regarding governance and policy.

Mayoral Directives are records of directions made by the mayor and given to staff to do research, or prepare reports on an item under the power given in section 284.3 which reads:

Directions to municipal employees

284.3 For the purposes of exercising powers or performing duties under this Part, the head of council may, in writing, exercise the powers of the municipality to direct municipal employees to,

- (a) undertake research and provide advice to the head of council and the municipality on policies and programs of the municipality or of the head of council as they relate to the powers and duties under this Part; and
- (b) carry out duties related to the exercise of the power or performance of the duty, including implementing any decisions made by the head of council under this Part.

Such decisions and directives can be revoked and replaced by other directions or decisions. These decisions and directives must be provided in writing and a copy must be given to each member of Council and the Clerk, and be made available to the public. These records would be subject to an FOI request.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie Mayor Shoemaker has indicated that he will continue to seek the approval of Council (by way of Council resolutions) to advance municipal initiatives.

Provincial Priorities

Where there has been enacted a Regulation setting out provincial priorities, which is now in place, additional powers are extended. They are:

Meeting Powers

The mayor may put forward a matter if they believe that the matter could potentially advance a provincial priority despite anything set out in the City's procedural by-law.

Veto Powers

By-laws under the *Municipal Act* and its regulations, the *Planning Act* and its regulations and any other Act or regulation that is prescribed in an Act or regulation have the potential to be subject to veto powers.

If the mayor is of the opinion that all or part of a by-law (subject to this section) could potentially interfere with a prescribed provincial priority the head of council may provide written notice to Council of the intent to consider vetoing the by-law (despite any procedural by-law in place). The mayor could provide the Clerk with a written veto document that would include the reasons for the veto. This could be

Strong Mayor Powers Overview

October 30, 2023

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done on the day that the mayor intends to veto the by-law or two days after the day Council voted in favour of the by-law. The mayor then has 14 days from the day Council voted in favour of a by-law to veto it. If the mayor does not veto in that time period, the by-law is passed. The mayor could also veto the by-law in the same meeting that the by-law was passed provided the mayor has put the veto in writing. The mayor may also provide written approval of the by-law and that would also result in the by-law being passed.

If the mayor gives approval to the by-law, or after expiry of the time period (14 days – or other prescribed time), then the mayor may not veto the by-law. If the mayor vetoes the by-law, then the by-law is deemed to not have been passed by Council.

Once a written veto is given to the Clerk, a copy of the veto documents are to be provided to members of Council by the next business day and the document will also be available to the public.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker has indicated that he will not be utilizing the veto powers and processes set out in the legislation.

Veto Override

Once a veto is received by Council, Council can override the veto with a 2/3 (two-thirds) vote. The mayor may vote on the override. If Council overrides the veto the by-law shall be deemed to have passed on the day that Council votes to override the veto.

New By-Laws

The mayor has the power to require Council consider a matter if it could advance a provincial priority (as set out in Regulation 580/22). This could mean that regular procedural steps be by-passed, such as notice requirements, agenda deadlines, and reopening rules. Council may do with the proposal as they feel is appropriate and within their power.

Procedurally, the mayor would be required to provide the proposed by-law to the Clerk and members of Council with reasons for the proposal. The by-law will pass if more than 1/3 (one-third) of the members of Council vote in favour. Council would not have the option to amend the by-law; however, the mayor could retract the by-law, amend it and re-introduce it.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker has indicated that he intends to follow the current process regarding by-laws.

Budget

Procedure

Pursuant to the *Municipal Act* and Regulation 530/22, the mayor must propose and adopt a budget by providing it to the Clerk and members of Council. If Council does nothing, the budget is deemed adopted 30 (thirty) days after the budget is proposed. If Council wishes to amend, they must pass a resolution amending the

Strong Mayor Powers Overview

October 30, 2023

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proposed budget within 30 (thirty) days of the budget being proposed. The mayor can accept the resolution and if so, the budget is deemed adopted. If the mayor does not accept the amendment, they can veto the amendment within 10 (ten) days of the end of the 30 (thirty) day period. The mayor must provide reasons for the veto. Council can then override the mayor's veto. They have 15 (fifteen) days from the expiry of the veto period to do so. To override, Council must have 2/3's (two-thirds) of the member vote to override. The mayor can vote on the override.

All of the time periods can be shortened. The mayor must propose and adopt a budget but can do so by directing staff to assist. If the mayor does not do so by February 1, then it is Council's responsibility to prepare and adopt a budget.

Should the existing strong mayor powers in place for other cities be extended to the City of Sault Ste. Marie, Mayor Shoemaker has indicated that he will issue a direction to the CAO and CFO/Treasurer to prepare a proposed budget. Consideration and approval of the budget by Council will take place adhering to past practice and following the same timelines as approved by Council at the June 19, 2023 Council meeting. The proposed budget will be provided to members of Council on November 15, 2023.

Immunity

A decision made or a power exercised legally and in good faith will not be subject to challenge by a court because of unreasonableness or perceived unreasonableness.

Financial Implications

There is no financial impact to this report.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter. The effect of the legislation may require changes to procedural and other by-laws and policies.

Recommendation

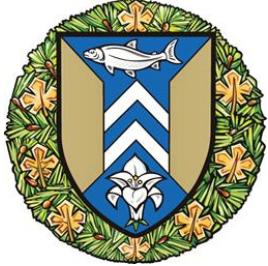
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO and City Solicitor dated October 30, 2023 concerning Strong Mayor Powers be received as information.

Respectfully submitted,

Malcolm White
Chief Administrative Officer
705.759.5347
cao.white@cityssm.on.ca

Karen Fields
City Solicitor
705.759.5407
k.fields@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, Chief Financial Officer/Treasurer
Carl Rumieli, Director of Engineering
DEPARTMENT: Corporate Services
RE: Sanitary Sewer Rate Increase

Purpose

The purpose of this report is to seek Council approval to increase the sanitary sewer fee rates.

Background

The sanitary sewer fee is designed to cover all costs related to the collection, transmission, treatment and discharge of sanitary sewage, including those required for operation and maintenance of related infrastructure. Since 1962, the sanitary sewer fee has been levied as a percentage of the water bill. The fee was implemented in 1962 at a rate of 33.3% of the water bill. The rate was lowered to 30% in 1969 and then raised to 60% in 1982. It was further raised in 1985 to 75% to finance both capital and operating costs resulting from the new West End Wastewater Treatment Plant. In early 2000, the rate was changed to 100% to fund capital, operating and maintenance costs of the major expansion and upgrading to the East End Wastewater Treatment Plant, the Bellevue Park sanitary sewer overflow tanks, and other pumping stations and forcemains. In 2015 the rate was reduced to 70% combined for Residential and General based upon the 10 year forecast for capital and operating requirements.

The sanitary sewage infrastructure inventory is as follows:

- East End Wastewater Treatment Plant (2006) – secondary treatment facility using the biological nutrient removal (BNR) process
- West End Wastewater Treatment Plant (1985) – secondary treatment facility using the conventional activated sludge (CAS) process
- Bellevue Park sanitary sewer overflow (SSO) Tank and pumping station
- 6 major lift stations
- 18 small sanitary sewage pumping stations
- 373 km of gravity sanitary sewers
- 19 km of sanitary forcemains

Sanitary Sewer Rate Increase

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- 26,125 service connections

The City contracts operation and maintenance of the treatment plants, the SSO tank, and the 6 major lift stations to the PUC Services Inc. Public Works and Transportation operates and maintains all sanitary sewers, forcemains, and the 18 small pumping stations.

Regulatory changes and environmental restrictions on wastewater treatment plant effluent regularly add to operational costs. As subdivisions and other lands have developed and expanded the urban service line through the years, additional operating and maintenance funds became necessary for new sewer mains and pumping stations. Further, the annual disposal of approximately 10,000 tonnes of dewatered biosolids at the landfill adds cost for tipping fees.

Other costs covered by the sewer surcharge include the Supervisory Control and Data Acquisition (SCADA) system, the purchase of sewer flushing and maintenance equipment, emergency repairs, construction or replacement of sanitary sewers on capital roadworks projects, and coverage of the annual sanitary sewer portion of GIS maintenance costs.

On January 9, 2023 AECOM presented to Council a summary of the Core Asset Management Plans for Wastewater, Stormwater and Roads and Bridges. The presentation stated that the average annual capital spend for Wastewater (sanitary sewer) was \$28 million. This does not include the existing operational requirements which puts the average annual requirement at \$37 million. The 2023 Sanitary Rate Supported Budget reflects estimated sanitary revenue for operations and capital at \$15.6 million, much less than the reinvestment needs identified in the Asset Management Plan for existing core infrastructure. Ontario Regulation 588/17 (as amended by Ontario Regulation 192/21) requires by July 1, 2025 that asset management plans related to all infrastructure must provide the proposed levels of service, lifecycle management strategy and financial strategy.

Analysis

Sanitary sewer rates are set to cover the system costs as a whole. These costs include operating, maintenance, debt servicing and capital infrastructure upgrades or replacement. The rates are typically expressed as a percentage of water charges as it is not feasible to meter sewage output.

Staff have engaged AECOM to prepare a Wastewater Master Plan which will provide guidance on short and long-term wastewater improvements within the urban service area. The masterplan is anticipated to be presented to Council for approval in 2025.

In addition staff will be engaging a consultant to provide a financial plan for wastewater. The financial plan will determine the level of sanitary sewer fees required over the long term.

Sanitary Sewer Rate Increase

October 30, 2023

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Currently the financial pressures on the sanitary sewer budget are considerable. Below are several key factors contributing to the sanitary sewer budget being underfunded to meet the operations and capital needs of the system:

- 1) Construction Costs and Pandemic Impact: The construction industry has experienced significant volatility and inflation, especially in the context of the pandemic and post-pandemic conditions. For example, the Finnish Rest Home building construction project recently had pre-tender cost estimate of \$50 million and a final tender result of approximately \$100 million. The Civic Centre entrance upgrades were estimated at \$2.2 million and the tender result was \$4 million. This uncertainty in the construction industry has caused budget estimates for future sanitary projects to rise significantly over the past three years..
- 2) Asset Management and Infrastructure Needs: The City's core infrastructure asset management plan for wastewater noted that the 10-year average annual reinvestment need for the sanitary system is estimated at \$28 million, increasing to \$37 million when incorporating current operations. However, the report predominantly focuses on the maintenance of existing infrastructure. It doesn't yet factor in proposed levels of service. Future stages of the asset management process are expected to address proposed levels of service, which remain to be defined. It's essential to recognize the increasing backlog of reinvestment needs in our sewer infrastructure, which intensifies as we move forward in an underfunded system. The 50-year annual average reinvestment need is estimated at \$52 million (compared to \$28 million for the 10-year average).
- 3) West End Treatment Plant Phase 2 Upgrades: Currently phase 2 of this improvement is planned to start in 2025 and will be in excess of \$40 million.
- 4) East End Treatment Plant UV Upgrades: Currently this improvement is planned to start in 2024 and will be in excess of \$7 million.
- 5) Biosolids Management Facility: The last estimate approved by Council for the project in the 2023 Sanitary Rate Supported Budget was \$40.7 million of which 2/3 is funded from the sanitary fee and 1/3 is funded through the landfill Business and Implementation Plan by fees and the tax levy. Staff have recently received an updated estimate based on the 60% design milestone with values higher than \$40.7 million. While staff are working with the design team to value manage the project costs down, the increase in the project costs and associated financing costs cannot be managed within the current sanitary fee structure

At this time there is a need to provide for the long term debt servicing of the Biosolids project as it is slated for construction in 2024 to meet the regulatory requirement to be operational by 2025, before the Wastewater Financial Plan is in place.

Due to the pressures noted staff is recommending an increase to the sanitary fee effective January 1, 2024 from 70% of the water to 80% of water. The sanitary fee

Sanitary Sewer Rate Increase

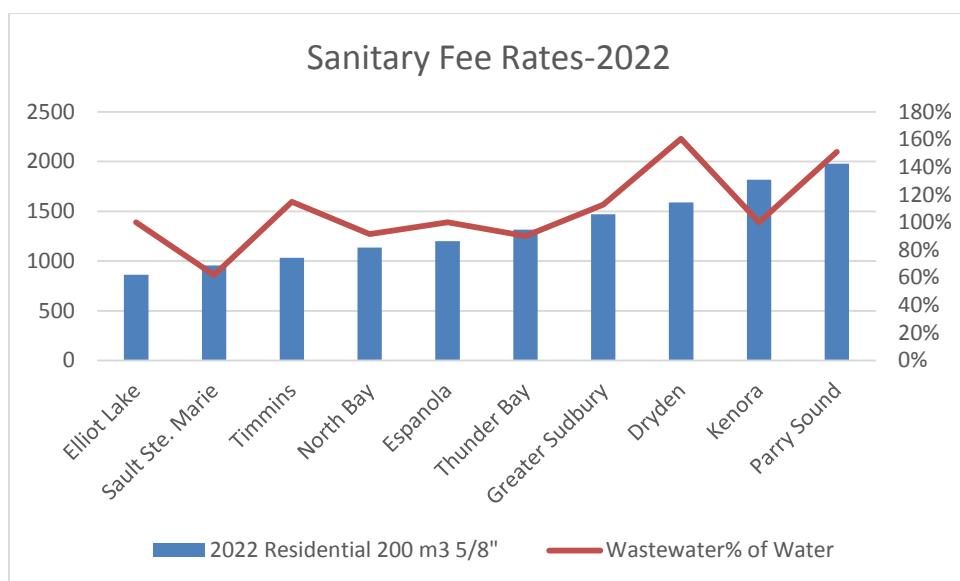
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increases annually with the approved Public Utilities Commission approved water rates. The recommended change to the sanitary fee for 2024, based upon the average annual residential cost in the Public Utilities Commission of the City of Sault Ste. Marie Financial Plan for Water Supply Services, is \$73.64.

Based upon the 2022 BMA Study data below, Sault Ste. Marie has the 2nd lowest sanitary fee amongst the North comparators. The average fee is \$678. Sault Ste. Marie also reflects the lowest fee as a percentage of water. The average fee as a percentage of water is 108%. The City's current combined rate is 70% of water (residential 62%, general 82%).

With the recommended increase to 80% of water (combined rate) the 2024 fee based upon average residential water usage will be \$437.40, which is still less than the North 2022 average.



Staff anticipates that the financial plan, when finalized, will reflect sanitary rates at least of 100% of water.

Financial Implications

The proposed increase in the sanitary fee is estimated to provide an additional \$3.3 million in revenue for debt servicing for the sanitary portion of the Biosolids project as well as other capital and operational pressures.

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 Director of Engineering dated October 10, 2023 concerning the increase to the

Sanitary Sewer Rate Increase

October 30, 2023

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sanitary sewer rate be received and that an increase to 80% of the full water charge effective January 1, 2024 be approved and implemented.

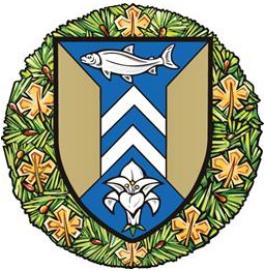
The associated by-law will appear on a future agenda.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355

s.schell@cityssm.on.ca

Carl Rumiel, P. Eng
Director of Engineering
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Engineering Services – Spruce Street and Lake Street

Purpose

The purpose of this report is to obtain Council approval for the provision of engineering services for the reconstruction of Spruce Street – Railroad Avenue to Wilcox Avenue; and Lake Street – Queen Street to civic 24 planned for 2024, as required by Public Works and Engineering Services.

Background

At the August 28, 2023 meeting, Council accepted as information the 2024 Capital Transportation Program which includes the Spruce Street and Lake Street reconstructions in 2024.

A Request for Proposal for the provision of engineering associated with the planning, design, tendering, and contract administration of these two reconstructions was issued to vendors of record (VOR) within the linear municipal infrastructure category. Proposals were required to be submitted for consideration no later than 4:00 p.m. on October 4, 2023.

Analysis

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

- Tulloch Engineering Inc., Sault Ste. Marie, ON
- Aecom Canada Ltd., Sault Ste. Marie, ON
- Kresin Engineering Corporation, Sault Ste. Marie, ON
- WSP Canada, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from Public Works and Engineering. It is the consensus of the evaluation committee that the successful proponents for the work are as follows:

- Kresin Engineering Corp. Spruce Street: Railroad Avenue to Wilcox Avenue
- Tulloch Engineering Inc. Lake Street: Queen Street to civic 24

Financial Implications

Kresin Engineering Corporation proposed fees Spruce Street, will result in a total expenditure of \$304,263 including the non-rebatable portion of HST.

Tulloch Engineering Inc. proposed fees Lake Street, will result in a total expenditure of \$284,915 including the non-rebatable portion of HST.

As part of the 2023 budget process, \$200,000 was approved for engineering work related to the 2024 Capital road projects. Kresin and Tulloch's 2023 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2024 Capital budget

Strategic Plan / Policy Impact / Climate Impact

This project is included in the Infrastructure 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 October 30, 2023 concerning Engineering Services for reconstruction of Spruce Street and Lake Street be received and that Kresin Engineering be approved for Spruce Street reconstruction at the proposed fee of \$299,000 plus HST; and Tulloch Engineering be approved for Lake Street reconstruction at the proposed fee of \$279,987 plus HST.

A By-law authorizing signature of the Agreement for these projects will appear on a future Council Agenda.

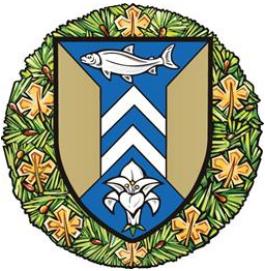
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

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The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco, Manager of Taxation
DEPARTMENT: Corporate Services
RE: MPAC Data Sharing and Services Agreement

Purpose

The purpose of this report is to request Council authorization to enter into a data sharing and services agreement with the Municipal Property Assessment Corporation.

Background

The Municipal Property Assessment Corporation (MPAC) has developed a new Data Sharing and Services Agreement. This agreement consolidates and replaces several dated agreements into a single document.

Analysis

MPAC's new Data Sharing and Services Agreement is intended to provide greater clarity on the permitted used of MPAC data, protection of municipal data by MPAC and service level performance obligations. This agreement is a standardized document for all municipalities in Ontario

The deadline to sign the agreement is December 23, 2023 and will become effective as of January 1, 2024. The agreement will be in place for four years with an auto-renewal each following year.

Financial Implications

Not Applicable.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law 2023-173 is listed under item 12 of the Agenda will be read with all by-laws under that item.

MPAC Data Sharing and Services Agreement

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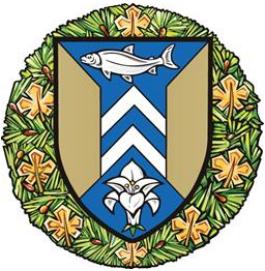
Respectfully submitted,

Lisa Petrocco, CPA, CGA

Manager of Taxation

705.541.7065

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The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: October 2023 Community Development Fund – Green Initiatives Program Application

Purpose

The purpose of this report is to seek Council approval for recommendations from the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds.

Background

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality/rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction. The City of Sault Ste. Marie's Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environmental plans and practices.

Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted on a rolling intake throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2023 is \$50,000. Eligible applicants include not-for-profit organizations and City departments.

One project was presented to the ESC on October 12, 2023. The committee passed the following resolutions:

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program in the amount of \$2,250.93 for the City of Sault Ste. Marie Fire Department Electric Snowblower Project funding request and recommends that Council approves the request.

October 2023 Community Development Fund – Green Initiatives Program

Application

October 30, 2023

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Analysis

The City of Sault Ste. Marie Fire Services is looking to continue to electrify their snow removal equipment. They have already purchased one electric snowblower and would like to purchase another one in preparation for the upcoming snow season. They approached the ESC for assistance to replace one old snowblower that is reaching its end of life, with an electric model. The United States Environmental Protection Agency has said that an average two-stroke snowblower emits about a pound of carbon monoxide per hour of its usage¹. Alternatively, electric snow blowers produce approximately 84% less emissions, are lightweight, making for easier manoeuvrability and require less long-term maintenance (no winterization, gas and oil to replace). This project aligns with the GHG Reduction pillar of the Green Initiatives Fund, as well as the resolution brought to Council in 2022 regarding developing a multi-year replacement plan for the electrification of small engine equipment as the existing equipment reaches the end of its useful life.

Financial Implications

The 2023 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$2,754.36 available to support the project in this report totalling \$2,250.93.

Strategic Plan / Policy Impact / Climate Impact

The project recommendations support the values and focus areas of the Community Strategic Plan for 2021 – 2024 through:

- **Environmental Stewardship:** We will use resources wisely to maintain and create a sustainable city for future generations

In addition, the applications support actions under the transportation pillar of the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 including:

- Supporting fleet electrification opportunities

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated October 30, 2023 concerning October 2023 Community Development Fund – Green Initiatives Program Application be received and that the recommendations of the Environmental Sustainability Committee to support the October 2023 application to allocate \$2,250.93 to the Sault Ste. Marie Fire Services Snowblower Electrification project be approved.

¹ <https://edenapp.com/blog/the-effects-of-snow-removal-on-the-environment/>

October 2023 Community Development Fund – Green Initiatives Program

Application

October 30, 2023

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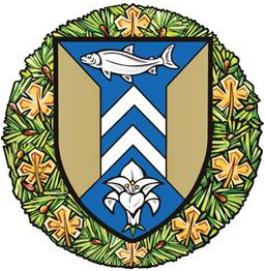
Respectfully submitted,

Emily Cormier

Sustainability Coordinator

705.989.8748

e.cormier2@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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
Susan Hamilton Beach, Director of Public Works
DEPARTMENT: Community Development and Enterprise Services
RE: Annual Parks Revitalization Funding

Purpose

The purpose of this report is to provide Council information on the required funding to maintain and revitalize City parks.

Background

Reports were brought to Council on November 4, 2019 for Parks Usage and the Parks Masterplan. The following resolutions were approved.

Parks and Recreation Master Plan Update 2020-2025

Resolved that the report of the Manager of Recreation and Culture dated 2019 11 04 be received and that the Sault Ste. Marie Parks and Recreation Master Plan Update 2020–2025 be approved in principle;

Further that staff be directed to work to achieve the goals and actions outlined in the Plan with any municipal monetary requests referred to future budgets.

Parks Analysis

Resolved that the report of the Manager of Recreation and Culture dated 2019 11 04 concerning the parks analysis be received that staff be directed to work with community partners to revitalize Anna Marinelli Park in 2020 with Public Works and Engineering Services performing installation of playground components.

Further that staff develop a multi-year plan targeting revitalization of neighbourhood parks or greenspaces annually including an assessment of properties, review of operational staffing and capital requirements, and report to Council.

A Playground Revitalization Report was presented to Council on May 25, 2020.

Annual Parks Revitalization Funding

October 30, 2023

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"Resolved that the report of the Director of Community Services - Community Development and Enterprise Services dated May 25, 2020, be approved.

Furthermore, that a capital request for parks revitalization be submitted as part of the 2021 budget prioritization process."

The parks plan identified three (3) parks a year to be upgraded and new equipment/features installed. The requests cover new equipment, installation by the supplier and accessible features. This request has been submitted in 2021, 2022 and 2023 and has not been approved.

Staff would like to make Council aware that some amenities will need to be removed from existing parks that do not meet required safety standards should the parks funding request not be supported for 2024. The revitalization timeline is also attached for review (Appendix A). The next two (2) parks planned for immediate upgrades are Parkland Park and Downey Park.

Analysis

Playground equipment in certain parks has exceeded its useful life and needs to be replaced. In addition, accessibility features will be taken into consideration when selecting new components for the parks.

Playground equipment is required to be inspected on a monthly basis by a Registered Playground Practitioner. Currently, Public Works Parks Division have four staff members with this certification. The inspection process is becoming increasingly difficult as safety and repair items must be documented, work orders entered and remedies sought for the numerous issues. There are blocks of similarly aged playground arrangements and apparatus. In general, these packages are estimated to have a service life of 20 years. The following age groups, and the number of arrangements the City has per group, are outlined below:

Year of Installation	Age	No. of Units	Challenges
First Generation Playgrounds 1993-1996	27 - 30 Years	10	Replacement Parts, Corrosion and Constant Frost Heaving
Second Generation Playgrounds 2000-2005	18 - 23 Years	25	Replacement Parts, Corrosion and Constant Frost Heaving
Third Generation Playgrounds 2013-2023	1 - 10 Year	6	Minor Repairs, Routine Inspections.

Annual Parks Revitalization Funding

October 30, 2023

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Swings and Various Climbers 1993-2005	18 - 30 Years	42	Structural Repairs, Corrosion and Constant Frost Heaving
Swings and Various Climbers 2013-2023	1 - 10 Year	4	Minor Repairs, Routine Inspections

In most cases, the original manufacturing company of the playground pieces exist, however, replacement pieces are not available due to age and/or the improved styles of apparatus throughout the years. To solve some issues (i.e. aged platforms) Public Works welders are designing our own replacement pieces, however, this takes additional time and effort away from other priority projects.

The following are estimated costs for replacement pieces from manufacturer(s):

- Slides \$1000 - \$5000/slide, with a 6-8 week delivery (if not discontinued);
- Platforms \$1000/piece (approximately 4' x 4');
- Entry stairs to play structures \$2,500/each.

Each playground location may have several of each of the above components. Public Works has included a \$50,000 repair parts allowance in the 2024 budget deliberations to address those deficiencies and concerns realized during inspections. Should replacement or repair not be feasible (or for the length of time of delivery, etc.) the broken apparatus will be required to be closed off for public use. This has occurred a number of times throughout recent years (i.e., Boston Park slide, Munroe, Greenfield, Centennial).

Age alone, however, is not the determining factor for replacement or critical wear. The generation of equipment manufactured in 2000 -2005 is built with a plastic coating over metal frame components (i.e., stairs, etc.). Inspections have determined that many of the coated components have a rotten metal core and are thus a higher priority for replacement.

Increasing amounts of time and money are being utilized to keep the playgrounds in compliance with CSA requirements and/or capital upgrades can be considered. New playgrounds mitigate the need for repairs (new playgrounds require minimal to no repairs for the first 10 years) and will also address accessibility requirements and allow for the installation of other critical components such as those for sensory sensitive (autistic) children.

To date park revitalization has occurred at a slower rate. Anna Marinelli Park and Rosedale Park have been revitalized in partnership with community partners stepping forward with significant contributions. Staff will continue to work with community partners but require funding to address items in the 78 parks that are maintained on an annual basis.

Annual Parks Revitalization Funding

October 30, 2023

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Park revitalization was approved as a priority and staff are recommending the revitalization of Parkland Park and Downy Park in 2024. A request of \$300,000 is recommended by staff and has been submitted as part of the 2024 budget process. This amount will allow staff to address safety concerns, items beyond useful life as well as revitalize park space.

Financial Implications

The ongoing impact to the operating budget is \$300,000 which will allow the City to maintain existing parks without having to remove amenities and begin to revitalize one (1) or more park per year.

Strategic Plan / Policy Impact / Climate Impact

Maintaining existing infrastructure and promote quality of life.

Park revitalization supports the Focus Areas of promoting quality of life and maintaining existing infrastructure. It also demonstrates fiscal responsibility in managing municipal finances in a responsible and prudent manner. In addition, it is in alignment with developing key partnerships with stakeholders.

Climate Impact: The project supports the green space pillar of the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 by encouraging environmental stewardship through tree planting.

A Sootoday Poll conducted also listed Park Upgrades Among the communities' top priorities (Appendix B).

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services and Director of Public Works dated October 30, 2023 concerning Annual Parks Revitalization Funding be received and that the supporting funding request be referred to 2024 budget.

Respectfully submitted,

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

City of Sault Ste. Marie

Neighborhood Parks Revitalization Timeline

Year	Park
2020	Anna Marinelli
2021	Rosedale Park Parkland Park Downey Park
2022	Wilcox Park Westwood Park Manitou Park
2023	David Kyle Park Mike Zuke Park Ruth Street Park
2024	Esposito Park Laurentian Park Sutton Park
2025	Sussex Park John Street Park Boston Park

6/4/2021

POLL: Hub trail expansion, park upgrades among top priorities for local poll respondents - Sault Ste. Marie News

SOOTODAY.com

POLL: Hub trail expansion, park upgrades among top priorities for local poll respondents

about an hour ago By: SooToday Staff



John Rowswell Hub Trail at Fort Creek Conservation Area. James Hopkin/SooToday

Between biking, tennis, exploring local trails, skating and playing at the park, there is certainly no shortage of things to do in Sault Ste. Marie, regardless of the season.

But with summer fast approaching comes greater use of the city's outdoor amenities, particularly among families as kids finish up school and yearn to soak up the sun. As we enter our second COVID-impacted summer here in the Sault, it is likely that the community will be itching to get out of the house and fill their days with fun activities.

This got us wondering which recreational infrastructure Saultites would like to see the city make improvements or upgrades to.

So, SooToday decided to ask its readers, what recreation infrastructure do you think the City of SSM should invest in?

The breakdown was as follows:

- 810 (34 per cent) voted expand the hub trail
- 668 (28 per cent) voted upgrade play features in existing parks
- 320 (14 per cent) voted other
- 174 (seven per cent) voted more outdoor rinks
- 132 (six per cent) voted pickle ball courts
- 120 (five per cent) voted beach volleyball courts
- 72 (three per cent) voted skateboard parks
- 70 (three per cent) voted tennis courts

We also asked our poll respondents to post in the comment section if they would like to see improvements made to something that wasn't included on the list. Here are some of the contenders pitched by local respondents:

- A lift at Finn Hill
- Getting Pointe Des Chenes campground operational again
- Outdoor workout equipment
- Splash pads/Water play features/more outdoor pools
- Indoor/outdoor family play structure, climbing centre
- Campgrounds
- More activities for seniors (bocce, fishing events)
- Boat lock tour improvements
- More indoor walking paths
- Waterfront features/vendors

A total of 2,366 local votes were cast in the poll. This poll had a 1.99 per cent margin of error, 19 times out of 20.

SooToday's polling system allows for the capture of relevant local data and gives us the ability to detect and prevent fraudulent votes, as well as detect and prevent robots and filter out non-local duplicate votes.

Trending in Local News



Poll Results

What recreation infrastructure do you think the City of SSM should invest in?

Tennis courts 102 votes 3.00 %

Pickle ball courts 206 votes 6.06 %

Expand the Hub Trail 1149 votes 33.82 %

Beach volleyball courts 180 votes 5.30 %

Upgrade play features in existing parks 910 votes 26.79 %

More outdoor rinks 275 votes 8.10 %

Skateboard parks 115 votes 3.39 %

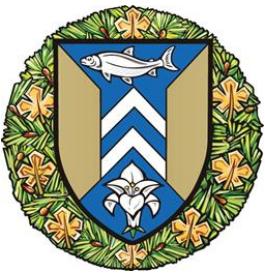
Other (leave your suggestions in the comments) 460 votes 13.54 %

Total votes: 3397

Added: May 26, 2021 9:10 AM

The SooToday.com poll is a sampling of public opinion intended solely to allow our readers to express themselves on issues of the day. Its findings may not be representative of the general population of Sault Ste. Marie or other areas.

Comments (64)



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Up-front Funding for Concerts and Events at the GFL
Memorial Gardens

Purpose

The purpose of this report is to provide information to Council on the opportunity to purchase concerts or events and to refer the associated funding request to the 2024 budget.

Background

At the September 11, 2017 Council meeting, the following resolution was passed:

Resolved that the report of the Manager of the ESSAR Centre dated September 11, 2017 concerning a newly created Event Development Fund be received by Council and Council authorize staff to transfer up to one (1) dollar from the Facility Fee to create the Event Development Fund up to a maximum of \$50,000.

The GFL Memorial Gardens (GFL) staff works in conjunction with promoters and artists to secure events for the community. It is becoming more common for promoters to request that the GFL co-produce events or purchase shows directly on their own. The Event Development Fund was created to aid this.

The Event Development Fund (EDF) reallocates up to \$1 of the facility fee per ticket to establish and maintain the fund; however, the cost to procure acts has outpaced the collection rate for the fund. At present the EDF has a balance of \$34,400. Many promoters are requesting upwards of \$50,000 to \$500,000 USD for an appearance fee.

Analysis

It has been increasingly difficult to source artists for the GFL post COVID. This is due to a number of factors:

- Promoters are demanding large up-front appearance fees which is making it more difficult for smaller markets to attract "A" list artists.

Up-front Funding for Concerts and Events at the GFL Memorial Gardens

October 30, 2023

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- According to a mid-year 2022 report by Pollstar, the average price of concert tickets has increased by 17.8 per cent from the 2019 average cost. The average ticket price of the 100 most popular North American tours by June 2022 was C\$146.51 (US\$108.20).
- Since the lifting of COVID-19 restrictions, the popularity of concerts has increased dramatically. With this increase, ticket prices have also increased. Along with the prices and popularity rising, popular concert tickets have become limited and very hard to obtain.
- People and companies are purchasing tickets in bulk and selling them on websites like StubHub for prices far more expensive than the initial ticket price.

<https://humbernews.ca/2023/04/piktochart-the-cost-of-concert-tickets-has-gone-up-since-pre-pandemic-prices/>

<https://theconcordian.com/2023/01/why-are-concert-ticket-prices-so-high/>

<https://www.matchcollegiate.org/2023/02/01/concert-ticket-prices-too-high/>

Staff felt that it was important to obtain feedback from the local marketplace as to what concerts patrons wanted. The GFL used its client network to conduct a survey asking citizens to comment on what types of acts they would like to see and ticket prices they would be willing to pay (Appendix A). The overall responses supported rock acts followed closely by country music.

To remain competitive staff are requesting funding of up to \$150,000 annually for a two year pilot to purchase shows with delegated authority through the CFO-Treasurer and Deputy CAO CDES. The goal per concert or event is to break even and ultimately have little or minimal impact to the tax levy.

The process to access the new up-front event fund would be very similar to the prior Event Development Fund.

1. The concert or event opportunity is reviewed by the Manager of Areas/GFL and break-even analysis is prepared.
2. Circulate the opportunity to the Director of Community Services once staff are comfortable recommending proceeding to review analysis.
3. If supported, forward the opportunity to the CFO-Treasurer and Deputy CAO, CDES. Council would provide delegated authority up to \$150,000 annually (currently Council approves these requests which could cause a delay and missed opportunities).
4. Present the offer to the promoter.

Highlights

- A two (2) year pilot for up to \$150,000 annually (can be split amongst multiple events or spent on one artist). The goal is to break even over the year with minimal impact on the levy.
- If a surplus realized the money would flow to a reserve to secure future acts using the proposed process.

Up-front Funding for Concerts and Events at the GFL Memorial Gardens

October 30, 2023

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- Many shows post COVID-19 are seeing up-front fees from \$50,000 to \$500,000 for an artist to appear. The \$150,000 will allow SSM to at least have an opportunity to attract a “B” level act.
- Results will be presented to Council at the end of the pilot.
- The existing Event Development Fund will end. It has only accumulated \$34,400 after being in place more than five (5) years (in part due to the COVID-19 pandemic). The proceeds of that fund will be reallocated to the new fund thus lowering the annual request in 2024 from \$150,000 to \$115,600.

Staff are in support of the proposed pilot with a goal of obtaining acts for the GFL Memorial Gardens.

Financial Implications

This will be referred to the 2024 Budget. If approved the maximum exposure would be \$115,600 for 2024. This would be contingent on \$34,400 being reallocated from the terminated Event Development Fund.

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.
- It supports the Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- 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.
- It directly supports the promotion of arts and culture, developing a vibrant downtown and creates economic activity in the community. It will allow greater flexibility in obtaining events as the current model heavily relies on promoters and agencies in bringing events to the venue.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated October 30, 2023 concerning up-front funding for concerts and events at the GFL Memorial Gardens be received and that the supporting request be referred to the 2024 budget.

Up-front Funding for Concerts and Events at the GFL Memorial Gardens

October 30, 2023

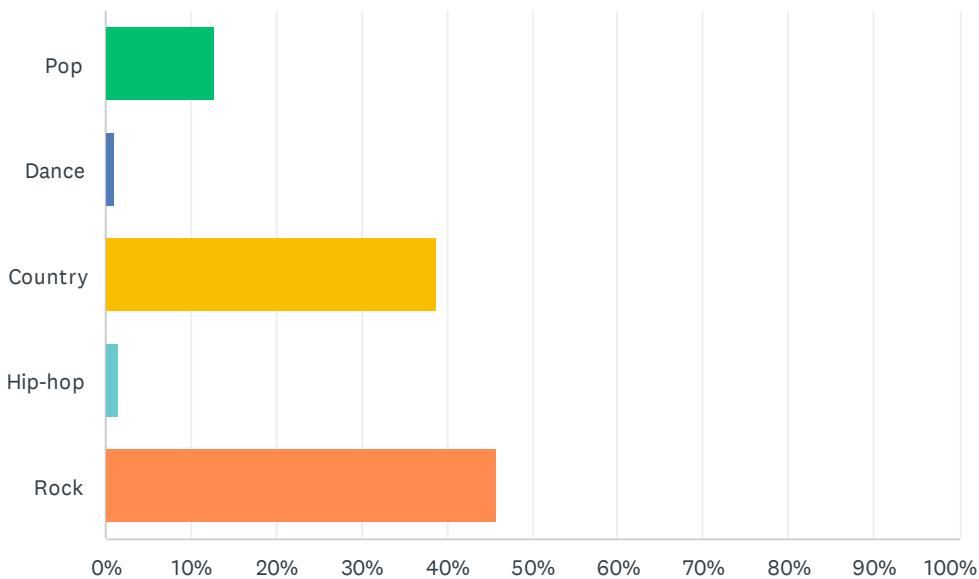
Page 4.

Respectfully submitted,

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

Q1 Pick your top music genre you would like to see in concert?

Answered: 717 Skipped: 4



ANSWER CHOICES	RESPONSES	
Pop	12.69%	91
Dance	1.12%	8
Country	38.91%	279
Hip-hop	1.53%	11
Rock	45.75%	328
TOTAL		717

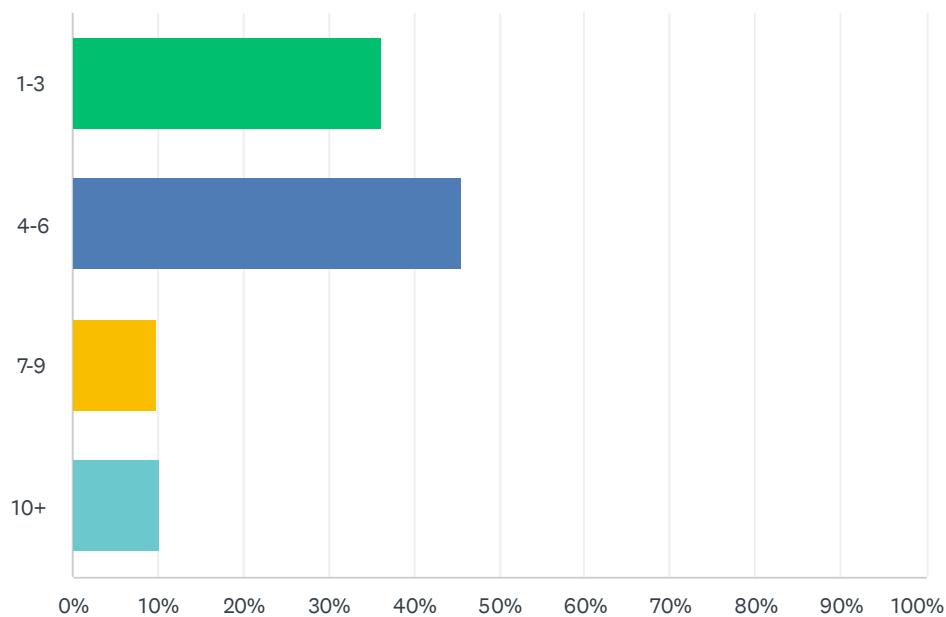
Q2 List your top 3 artists/groups/bands in that genre with price you would pay for a ticket.

Answered: 649 Skipped: 72

ANSWER CHOICES			RESPONSES		
Question #2	Survey Voted Data		Voted times#	Rock	Range \$2
Voted times#	Country	Range \$	Voted times#		Range \$2
72	Luke Combs	100-200	41	Any	100-150
43	Chris Stapleton	100-200	26	Nickelback	80-any
38	Any	100-200	25	Foo Fighters	100-any
38	Morgan Wallen	100-200	23	Def Leppard	90-100
37	Luke Bryan	90-100	23	Shinedown	50-150
35	Keith Urban	90-120	22	Metallica	100-any
24	Garth Brooks	75-100	18	Greta Van Fleet	80-95
22	Eric Church	100-150	15	Bon Jovi	60-150
19	Blake Shelton	90-150	15	(blank)	na
18	Zac Brown Band	80-150	13	Journey	75-100
16	Brad Paisley	75-200	13	Kiss	50-200
15	Carrie Underwood	75-150	12	AC/DC	60-150
15	Miranda Lambert	60-150	12	Bryan Adams	70-100
15	Shania Twain	60-200	12	Eagles	200-any
15	(blank)	-na	12	Guns N' Roses	75-200
14	Old Dominion	80-150	11	Kid Rock	75-any
13	George Strait	100-150	10	Aerosmith	75-200
13	Tim McGraw	100-200	10	Motley Crue	75-100
13	Zach Bryan	100-150	10	Pearl Jam	150
12	Alan Jackson	60-any	9	Godsmack	75-150
12	Reba McEntire	60-150	9	Red Hot Chili Peppers	90-400

Q3 How many concerts/events would you like to see in a calendar year?

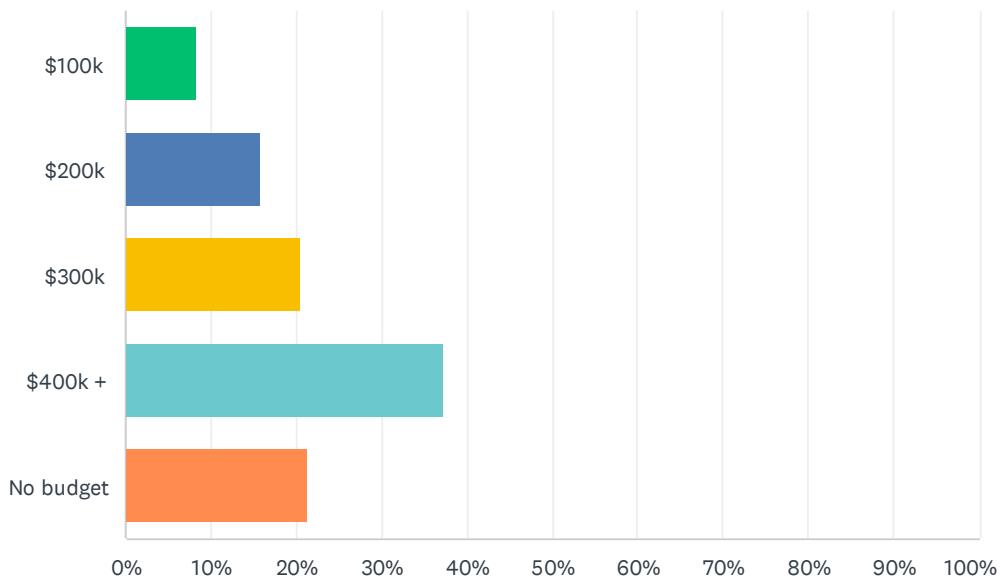
Answered: 716 Skipped: 5



ANSWER CHOICES	RESPONSES	
1-3	36.17%	259
4-6	45.53%	326
7-9	9.78%	70
10+	10.34%	74
Total Respondents: 716		

Q4 A b-list artist fee for an arena show typically costs \$100k plus production. What would you choose for an annual budget to buy concerts/events?

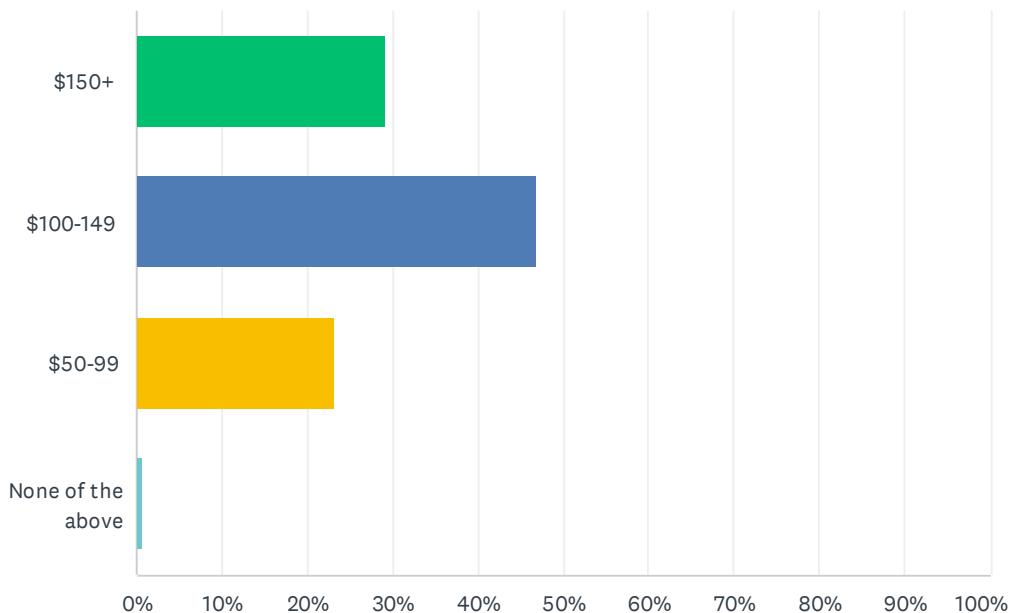
Answered: 701 Skipped: 20



ANSWER CHOICES	RESPONSES
\$100k	8.27% 58
\$200k	15.83% 111
\$300k	20.40% 143
\$400k +	37.23% 261
No budget	21.26% 149
Total Respondents: 701	

Q5 How much would you pay for a ticket to see one of those artists?

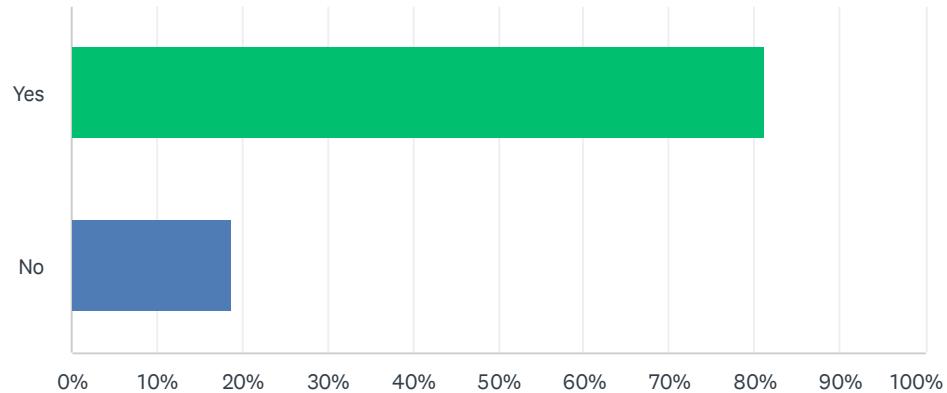
Answered: 717 Skipped: 4



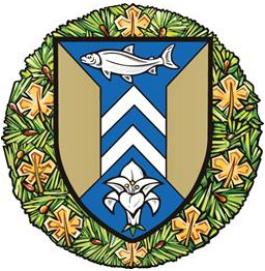
ANSWER CHOICES	RESPONSES	
\$150+	29.29%	210
\$100-149	47.00%	337
\$50-99	23.15%	166
None of the above	0.56%	4
TOTAL		717

Q6 Would you like to see a concert with a headliner and local acts as support?

Answered: 717 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	81.31%	583
No	18.69%	134
TOTAL		717



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Highschool Hockey Ice time Agreement

Purpose

The purpose of this report is to seek Council approval for an updated ice time agreement with both school boards regarding high school hockey.

Background

An agreement was established on October 13, 2010 between The Corporation of the City of Sault Ste. Marie, the Algoma District School Board and the Huron Superior Catholic District School Board.

The agreement was able to be renewed annually upon mutual acceptance of all parties. As part of the agreement gate receipts were utilized to cover practice times, league games and staffing costs. This occurred in the timespan between 3:30pm to 5pm when ice utilization is typically lower.

Analysis

The sports council representing both Boards has contacted staff recently requesting that they purchase primetime ice to allow for more parents and family members to attend games which typically occurred during traditional work hours.

The traditional 3:30pm to 5pm would still be available for practices and or games as part of the agreement. The sports council will pay the prevailing youth rate which is applicable to all ice users. In addition, the Boards would cover City staff costs to collect and administer tickets at the gate for games.

City staff are recommending the new agreement as it will benefit the league, covers staffing costs for the league, will continue to maintain strong ice utilization in the evening and still provide for programing after school during the lower demand timeframe.

Financial Implications

There will be a positive impact to the operating budget for the balance of 2023 and 2024.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2019-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- It supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

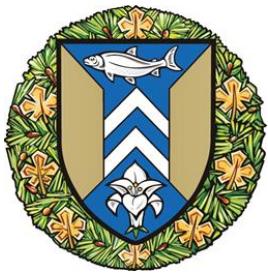
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-168 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community Development

DEPARTMENT: Community Development and Enterprise Services

RE: Tourism Development Fund Application – St. Marys River Walleye Cup

Purpose

This purpose of this report is to provide recommendations to Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds.

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021, to provide financial support to the broader tourism sector in different two streams – festivals and special events and attractions and product development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration is given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products and events.
- Increase in overnight stays and visitor spending in Sault Ste. Marie.
- Enhancement of the Sault's tourism product offerings.
- Support of the city's reputation and position as a first-rate visitor destination.
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in SSM.

Upon receipt of a TDF application, Tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for distribution of the grant funds.

Tourism Development Fund Application – St. Marys River Walleye Cup

October 30, 2023

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Analysis

Tourism Development Fund applications are permitted on an ongoing intake and reviewed monthly at Tourism Sault Ste. Marie Board of Directors meetings.

At the Tourism Sault Ste. Marie Board of Director's meeting held October 17, 2023, the Board reviewed an application for the 2024 St. Marys River Walleye Cup.

The St. Marys River Walleye Cup will be an annual 2-day walleye fishing tournament starting in 2024 scheduled for September 6 and 7. The inaugural event expects to attract 50-100 registered boats. Each boat will carry a team of 2 semi-professional anglers. Anglers are expected to arrive in the community 3-5 days in advance to become familiar with the water and fishing locations.

Throughout the tournament, teams will launch at Bellevue Marina each morning. After inspections at Bondar Marina, the trickle start is expected to attract an audience each morning as the teams take off for their day of fishing. Live weigh-ins will take place at the Bondar Pavilion throughout the day as anglers return with big fish that need special handling to be eligible for live release. Food and beverages will be available for competitors and the audience in the Bondar Pavilion throughout the competition. Both days, the live weigh-ins and release will be broadcast live over the internet for the Northern Ontario Walleye Trail Series. After the completion of a successful 2024 event, the St. Mary's River Walleye Cup organizing committee is planning to submit a bid to host the 2026 Championships in Sault Ste. Marie.

Visitor Projections

Participants/ visitation projections are based on previous tournaments in the circuit.

Local participants: 138

Regional visitors: 33

Ontario visitors: 169

USA: 30

Economic Impact

205 out of town visitors x 5 days x \$150 = \$153,750

In recognition of the positive impact the St. Marys River Walleye Cup will have on the local tourism industry the Board of Tourism Sault Ste. Marie Board passed the following resolution:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$6,000 through the Tourism Development Fund – Conferences and Special Events Stream to the St. Marys River Walleye Cup to be held in Sault Ste. Marie September 6 and 7, 2024 and that a report be submitted to City Council for consideration and approval."

Tourism Development Fund Application – St. Marys River Walleye Cup

October 30, 2023

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Financial Implications

No new funds would be required. The Tourism Development Fund currently has \$335,150 uncommitted for the purposes of financial assistance within the tourism sector.

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.

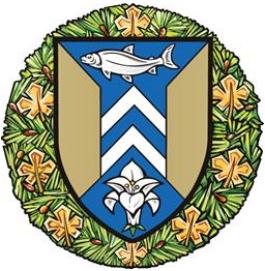
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated October 30, 2023 concerning Tourism Development Fund Applications – St. Marys River Walleye Cup be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$6,000 to support the St. Marys Walleye Cup be approved.

Respectfully submitted,

Travis Anderson
Director, Tourism &
Community Development
705.989.7915
t.anderson@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community Development

DEPARTMENT: Community Development and Enterprise Services

RE: Tourism Sault Ste. Marie Management Agreement
Renewal

Purpose

The purpose of this report is to request Council to approval of the renewal of the Management Agreement between the City and Tourism Sault Ste. Marie (TSSM).

Background

In 2017, the Province of Ontario passed Bill 127, *Stronger, Healthier, Ontario Act 2017* that, among other things, amended the *Municipal Act, 2006* to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less.

All municipalities that adopted an accommodation tax but also had an existing destination-marketing fee are required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the Destination Marketing Fund (DMF) program in place prior to the new tax being implemented.

Locally, the Sault Ste. Marie Economic Development Corporation (SSMEDC) held the funds in trust on behalf of the voluntary members collecting the destination-marketing fee.

On May 21, 2019, Council authorized an agreement and by-law which provided SSMEDC with the 2019 MAT proceeds obligated to be provided by the City until such time as a new Tourism Sault Ste. Marie non-profit was incorporated. The regulations require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products.

On December 2, 2019, Council passed the following resolution:

TSSM Management Agreement Renewal

October 30, 2023

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Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 12 02 be approved and that Council authorize the distribution of funds from the Municipal Transient Accommodation Tax as outlined including the creation of a Tourism Development Fund for which criteria will be returned to Council for approval. Further, that Council approve an extension agreement with the SSMEDC to permit spending of MAT funds until such time as the new Tourism Sault Ste. Marie non-profit is incorporated.

Tourism Sault Ste. Marie was incorporated in 2020, with a Board comprised of representatives from the tourism and hospitality sector. Following the incorporation of Tourism Sault Ste. Marie, City staff from the Legal, CDES and Finance departments worked with the Executive of the Board of Tourism Sault Ste. Marie to develop an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism and the development of tourism products.

The Management Agreement and a memorandum of understanding between the Corporation of the City of Sault Ste. Marie and Tourism Sault Ste. Marie were approved by way of resolution by the Board of Tourism Sault Ste. Marie in April and May 2021, respectively.

On May 31, 2021, Council passed the following resolution:

Resolved that By-law 2021-118 being a by-law to authorize the execution of a Management Agreement between the City and Tourism Sault Ste. Marie be passed in open Council this 31st day of May 2021.

The Management Agreement approved by Council had a three-year term which both parties agreed to renew unless a major issue arose. Details of the renewal agreement are provided in the section below.

Analysis

The Management Agreement between the City and Tourism Sault Ste. Marie outlines how the City and Tourism Sault Ste. Marie will collaborate and acknowledges that City staff will perform several administrative, management and operational duties on behalf of TSSM. The Agreement, which expired in July of this year, has served both parties well and, as such Tourism Sault Ste. Marie and Staff are recommending that it be renewed for another three-year term.

The revised agreement, included elsewhere in the agenda under By-law 2023 - 176, mirrors the original agreement, except for section 1.1, which transfers responsibility for day-to-day bookkeeping and financial records from the City to Tourism Sault Ste. Marie. The decision to transfer financial responsibilities was a joint decision between the City and Tourism Sault Ste. Marie, in response to an

TSSM Management Agreement Renewal

October 30, 2023

Page 3.

increase in workload associated with the day-to-day management of TSSM's finances.

Tourism Sault Ste. Marie and staff are aligned in their recommendation to Council to renew the management agreement for an additional three-years.

Financial Implications

There are no financial implications associated with this report. The time allocated by the City's Tourism staff to implement the management agreement is accounted for within the City's budget.

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 related impacts associated with this report.

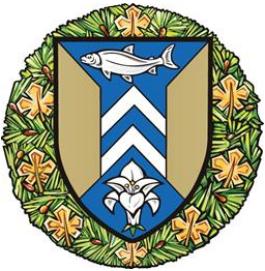
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-176 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Travis Anderson
Director Tourism and
Community Development
705.989.7915
t.anderson@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director Tourism and Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Waterfront Design Plan Funding Agreement

Purpose

This purpose of this report is to request authorization to enter into a funding agreement with Destination Northern Ontario (DNO) for the purpose of developing a Waterfront Design Plan.

Background

Tourism is a major contributor to Sault Ste. Marie's economy. Visitor spending analysis, recently conducted by Deloitte, indicated that \$130,456,648 in debit and credit transactions was spent in 2022 in the community by domestic (Canadian) visitors from outside of Sault Ste Marie. This spending does not include data from the United States as it was not analyzed due to the ongoing impacts of the pandemic and the ArriveCan app.

As the tourism industry continues to grow in Sault Ste. Marie, it is vital that we invest in assets that have the potential to attract more visitors and increase tourist spending in the community. Sault Ste. Marie's waterfront and downtown has long been recognized as an area that has strong potential to do so.

DNO, TSSM and City staff are all in agreement that a vibrant waterfront, with strong linkages to Queen Street can be a major driver for tourism; however, to capitalize on the opportunity, the waterfront and downtown connections must be enhanced.

The waterfront design plan will examine opportunities to add and enhance tourism opportunities, while maintaining downtown (Queen Street and streets connecting to the waterfront) as the focal point of commercial activity. DNO and TSSM view enhancements to the waterfront and connecting links to Queen Street, (East Street, Brock Street, Spring Street, Elgin Street), and downtown plaza as having a significant positive economic impact to the community, as it will lead to an increase in spending and length of stay. In recognition of the positive impact on the local tourism industry TSSM and DNO have contributed funds towards the development

Waterfront Design Plan Funding Agreement

October 30, 2023

Page 2.

of the plan, conditional on a contribution from the City. Details of that funding is provided below.

Analysis

According to TripAdvisor, Sault Ste. Marie's waterfront boardwalk is the second highest ranked attraction in the community. Utilization of the waterfront has increased significantly in recent years. In 2023, the waterfront welcomed over 4,000 cruise ship passengers, the Miss Marie Lock Tour Boat hosted 12,879 passengers, and countless visitors and residents enjoyed the area at their own pace.

Looking forward to 2024, a double decker tour bus will operate along the waterfront and downtown, highlighting many of our cultural attractions. The bus will be operated as a hop-on-hop-off tour, with passengers being dropped off in locations on Queen Street, as well as the cultural attractions. Planned stops include, the Art Gallery of Algoma, the Ermatinger Clergue National Historic Site, the Sault Ste. Marie Museum, Downtown Plaza, and the Canadian Bushplane Heritage Centre.

Tourism Sault Ste. Marie and City Staff would like to capitalize on the popularity of the waterfront and support investments being made by the private sector by developing a waterfront design plan that expands on existing attributes. The plan will emphasize opportunities to create and enhance waterfront features, as well as connecting links to Queen Street, with the goal of drawing some of the thousands of people who enjoy the waterfront to the focal point of commercial activity in the downtown.

Specific to tourism development goals, the waterfront design plan will speak to encouraging development that provides opportunities for tourism attractions and amenities, enhancing the quality of tourist facilities and variety of tourism related business in Sault Ste. Marie.

To support this initiative, Tourism Sault Ste. Marie and Destination Northern Ontario have committed \$70,000 (\$40,000 and \$30,000 respectively), with the expectation that the city contributes up to \$60,000. The City has available funding in the City share of MAT funds allocated to general development.

Staff are seeking approval to enter into an agreement with DNO to advance the project with a City contribution of \$60,000.

Financial Implications

The City of Sault Ste. Marie's contribution to the waterfront design plan is \$60,000. No new funds are required, as the City has available funding in its share of MAT funds allocated to general development.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

Waterfront Design Plan Funding Agreement

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- 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.

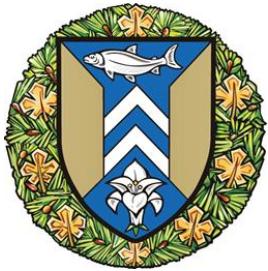
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-182 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Travis Anderson
Director, Tourism &
Community Development
t.anderson@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 17, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Nicole Maione, Manager of Transit and Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

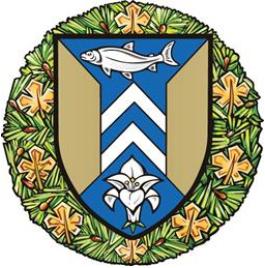
RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2023-178 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione
Manager of Transit and Parking
705.759.5434
n.maione@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Mary Ogenyi, Coordinator Local Immigration Partnership
DEPARTMENT: Community Development and Enterprise Services
RE: Anti-Hate Advisory Committee

Purpose

The purpose of this report is to provide Council with an update on the creation of an anti-hate committee.

Background

On February 21, 2023, Council passed the following resolution:

Whereas being an active participant in anti-hate education and activities is necessary to being a true ally and welcoming community; and

Whereas instances related to diversity, discrimination, hate and extremism, racial equity, anti-Black racism, racism against Indigenous peoples, homophobia, xenophobia, Islamophobia, anti-Semitism, and the lived experiences of persons of colour need to be recognized and addressed in order for us to continue on the path of being a welcoming and progressive community; and

Whereas implementing an anti-hate advisory committee would complement existing structures and further show our commitment to ensuring equitable engagement as well as continuing to welcome and embrace diverse groups.

Now Therefore Be It Resolved that staff initiate discussions with diverse groups and report back to Council with recommendations on the creation of an anti-hate advisory committee, the structure for said committee, and the potential outcomes from the work of said committee.

Following the resolution, Local Immigration Partnership (LIP) staff engaged with diverse cultural and religious groups from the community to seek input on the creation of an anti-hate advisory committee. In addition to engaging with local organizations, staff undertook research and examined best practices from other municipalities.

Anti-Hate Advisory Committee

October 30, 2023

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With the outcomes from consultation conducted and review for best practices, staff developed a terms of reference for the Anti-hate committee, the details of which are provided below. Draft terms of reference are attached.

Analysis

The Anti-Hate Advisory Committee is being established to raise awareness and catalyze action on hate-motivated incidents in Sault Ste. Marie and provide advice to Council regarding community perspectives on issues relating to hate, including, but not limited to, diversity; discrimination; extremism; racial equity; anti-Black racism; racism against Indigenous Peoples; xenophobia; Islamophobia; anti-semitism; homophobia and the lived experiences of persons of colour.

The Committee will be coordinated through the Local Immigration Partnership (LIP). LIP is fully funded by Immigration, Refugees and Citizenship Canada (IRCC) and was established in 2009 under the stewardship of the City of Sault Ste. Marie. LIP brings together service providers, settlement agencies, community groups, employers and other key organizations across the municipality to create a welcoming and inclusive community. LIP is well positioned to lead the creation of this Committee, as LIP serves as a convener and a point of contact for many newcomers and cultural groups, which presents an opportunity to have a diverse committee and individuals with unique lived realities.

The proposed composition of the Committee was determined based on dialogue with local cultural and religious groups and a review of best practices.

Structure:

The Anti-Hate Advisory Committee would be headed by a Chair (City Councillor) and Vice-Chair (a member)

- Members will include Sault Ste. Marie's diversity and individuals who demonstrate:
 - lived experiential understanding and/or
 - educational expertise and/or practical experience in the field of Equity, Diversity and Inclusion (EDI) generally and Anti-Racism/Anti-Hate particularly
 - have demonstrated substantial advocacy work in the past on EDI
 - knowledge of existing and emerging legislation/policies on anti-racism and anti-hate

Mandate:

Once established, the Committee will perform the following functions:

- Actively engage the community, provide public education in fighting racism and hate through policies, programs, services, and communications.

- Provide insights to Council on the needs of diverse, equity-deserving communities in Sault Ste. Marie impacted by racism and hate.
- Identify potential policy and program reforms that the City could adopt.
- Demonstrate for the Corporation effective strategies to remove systemic barriers to equitable access to City services and programs for marginalized residents and equity deserving groups.
- Identify and ensure equitable engagement of stakeholder groups and seek their input into the Committee's work.
- Recommend to Council anti-hate programs that support community-based initiatives that:
 - Address hate incidents, racism, discrimination, homophobia, Islamophobia, and anti-Semitism
 - Build community capacity and cultural understanding
 - Promote awareness, training, and education
 - Work with the community to develop and maintain a dialogue about and take action on matters of concern to stakeholders concerning anti-hate initiatives

Schedule:

The Anti-Hate Advisory Committee will meet quarterly (four times per year), or as determined by committee members, at the call of the Chair, or at the direction of Council.

Outcomes

- Provide ongoing intercultural training to employers, school boards and other community stakeholders
- Organize a community engagement event that promotes dialogue and cross-cultural learning
- Develop educational programs and campaigns to raise awareness about different forms of hate, their impacts, and how to counter them. This could include workshops, seminars, online resources, and public service announcements

To address these outcomes, it takes a committee and the entire community working together to reinforce shared positive values and build community resilience.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

This item aligns with the Corporate Strategic Plan in multiple focus areas.

Anti-Hate Advisory Committee

October 30, 2023

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The implementation mirrors the focus area of “Quality of Life” and the priority identified includes welcome and seek immigration.

It also aligns with “Community Development” and the priority identified includes develop partnerships with key stakeholders and reconciliation.

The initiative aligns with FutureSSM’s goal of inviting immigration and welcoming newcomers.

There are no climate change impacts associated with this report.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Coordinator, Local Immigration Partnership dated October 30, 2023 concerning Anti-Hate Advisory Committee be received and that Council approve the terms of reference for the Anti-Hate Advisory Committee.

Respectfully submitted,

Mary Ogenyi
Coordinator, Local
Immigration Partnership
705.759.5896
m.ogenyi@cityssm.on.ca

ANTI-HATE ADVISORY COMMITTEE **TERMS OF REFERENCE**

1 Mandate

The Anti-Hate Advisory Committee will provide recommendations, advice, and information to the City Council as follows:

- I. Provide insights to Council on the needs of diverse, equity-deserving communities in Sault Ste. Marie impacted by racism and hate.
- II. Guide Council in supporting those communities in fighting racism and hate through policies, programs, services, education and communications.
- III. Guide Council on piloting innovative and effective anti-racism and anti-hate tools and resources
- IV. Demonstrate for the Corporation effective strategies to remove systemic barriers to equitable access to City services and programs for marginalized residents and equity-deserving groups.
- V. Build public awareness of the City's policies, programs and services to combat racism and hate.
- VI. Identify potential policy and program reforms that the City could adopt

2 Values and Commitments

The Anti-Hate Advisory Committee is committed to the following values and principles:

- The Seven-Grandfather Teachings
- Culturally relevant and responsive approaches
- Action-oriented knowledge exchange
- Evidence-based practice
- Honouring voices and perspectives of those with lived experience
- Cross-sectoral, multi-disciplinary collaboration

3 Procedures and Frequency of Meetings

- The Anti-Hate Advisory Committee meets quarterly (4 times per year), or as determined by committee members, at the call of the Chair, or at the direction of Council Membership.
- Meetings will take place at City Hall (99 Foster Drive), or remotely as required.
- The rules of procedures of the City of Sault Ste. Marie Procedure By-law will govern the meetings proceedings the Committee.

4.0 Membership

Composition: Two Council members; up to ten community members

Members will include Sault Ste. Marie diversity and individuals who demonstrate:

- lived experiential understanding and/or

- educational expertise and/or practical experience in the field of Equity, Diversity and Inclusion (EDI) generally and Anti-Racism/Anti-Hate particularly
- have demonstrated strong advocacy work in the past on EDI.
- knowledge of existing and emerging legislation/policies on anti-racism and anti-hate

4.1 Staff Support Member

The Anti-Hate Advisory Committee will be supported by a LIP staff that will attend meetings as required to support the discussion in a non-voting capacity. Their attendance will be determined per each meeting's agenda items.

5 Governance

A City Councilor will chair the Anti-Hate Advisory Committee and a Vice-Chair will be selected at the first meeting of the Committee.

6 Role of Chair and Co-Chair

- I. Preside over the Committee meetings using the City of Sault Ste. Marie's Procedure By-law and keep the discussion on the topic.
- II. Provide leadership to the Committee to encourage its activities to remain focused on its mandate as an Advisory Committee of Council.
- III. Assist in identifying items for the meeting agenda and liaise with Committee members as required.
- IV. Recognize each Member's contribution to the Committee's work.

7 The role of Committee Members is to:

- I. Actively participate in the discussion at the Committee meeting respectfully and open-mindedly.
- II. Notify the Chair or Vice-Chair if they are unable to attend meetings to ensure that quorum will be available for all meetings.

8 Minutes

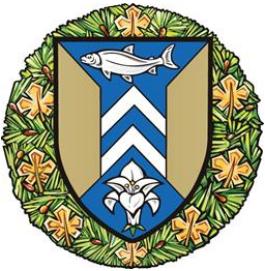
- I. A staff resource from the City will provide minute taking for the Committee.
- II. The Committee will keep the minutes of its meetings. The minutes will be posted on the municipal website, where every member of the Committee, Public and Council may have access.
- III. The Committee will report annually via progress updates to City Council

9 Quorum

A majority of members of the Committee constitute quorum.

10 Voting

As stated in the procedure by-law.



The Corporation of the City of Sault Ste. Marie

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

October 30, 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: Financial Assistance for National Sports Competition for
Team Northern Ontario

Purpose

The purpose of this report is to seek Council approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

Background

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

Analysis

The application was received for members of the curling team skipped by Matthew Hunt who will be representing Northern Ontario at the 2023 Everest Canadian Curling Club Championships being held in Winnipeg Manitoba from November 19 to 25, 2023. Team members attending the championship include: Matthew Hunt, Kyle Sherlock, Jake Reid and Scott McDermott. The Parks and Recreation Advisory Committee reviewed the application at their meeting on October 3, 2023 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Resolved that the Parks and Recreation Advisory Committee endorse the application by Matthew Hunt, Skip for Team Northern Ontario for financial assistance to attend the 2023 Everest Canadian Curling Club Championships being held in Winnipeg, Manitoba from November 19 to 25, 2023 in the amount of \$400.

Financial Assistance for National Sports Competition for Team Northern Ontario

October 30, 2023

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Financial Implications

The City's operating budget provides an annual amount to fund Financial Assistance for National/International Sports Competition Program. The budget for 2023 is \$5,000 and can accommodate this request.

Strategic Plan / Policy Impact / Climate Impact

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

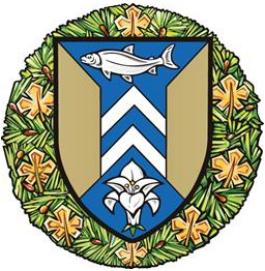
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated October 30, 2023 concerning Financial Assistance for National Sports Competition for Team Northern Ontario be received and that the recommendation of the Parks and Recreation Advisory Committee that Council approve a grant in the amount of \$400 to attend the 2023 Everest Canadian Curling Club Championships being held in Winnipeg, Manitoba from November 19 to 25, 2023 be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumieli, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Increased Funding Requests for Transportation Programs

Purpose

The purpose of this report is to inform Council of increasing pressures that our transportation programs are experiencing which can be used as background information to the 2024 budget deliberations.

Background

Each year, a portion of the Capital Transportation budget is allocated to road resurfacing. An average of two to three road reconstruction projects are prioritized along with other eligible projects that line up with funding (OCIF, Connecting Link etc.) The amount of funding earmarked for resurfacing strongly correlates to how much funding remains after all other projects are prioritized. Over the years the need to resurface roads has continued to grow and the rising costs of construction have eroded the effectiveness of the program which is confirmed by our Asset Management reports. For many years there has been no increase to the budget.

Further, operational budgets for roads are being stretched to meet the requirements for a new Ontario regulation regarding on-site, excess soil management.

Analysis

In the upcoming 2024 Budget deliberations, Council will see requests from staff to address the ongoing pressures that the Capital Transportation Program as well as the operational roads budget are experiencing due to several factors.

- 1) Excess Soil Regulation: O. Reg. 406/19 provides requirements for the management of excess soil generated from road construction projects and public works road and sewer maintenance activities. In particular, excavated ditching material and surplus excavation material from road construction was previously offered to residents and private developments as fill but must now be tested and pass guidelines. In 2023, the majority of construction material and all of the ditching material has been sent to the landfill taking up valuable space. The purpose of the regulation is to ensure that clean soils are reused wherever possible and that contaminated soils

Increased Funding requests for Transportation Programs

October 30, 2023

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are not reused on clean sites. While the intentions of this regulation are environmentally responsible, following them has resulted in increased costs on both the capital and operating budgets in our transportation programs. The rigorous testing programs and transportation of material away from sites has had a significant impact on contracted capital projects as well as operations and maintenance work undertaken by our Public Works staff. Staff will be requesting an additional \$100,000 to the Capital Transportation Program and an additional \$25,000 for operations to help offset these added costs required to meet the regulation.

- 2) Miscellaneous Paving Needs: Several arterial and collector roads are in need of new surfaces, thereby requiring an allocation from the Capital Transportation Program to add funds to the resurfacing program. This defers road reconstruction. Staff are seeking an increase to the Capital Transportation Program in the amount of \$500,000 to keep up with the increasing number of arterial and collector streets requiring resurfacing. The Roads and Bridges Asset Management Plan identifies a full picture of the City's roads, bridges and culverts funding needs, forecasted over the next 10 years, to be an average of \$23M per year. The additional paving funds will help in attempting to meet these forecasted needs.
- 3) Traffic Calming Needs: Through the City's Traffic Calming Policy and the Speed Management Task Force, the City is regularly identifying new roads which would benefit from traffic calming measures. These could be installation of speed humps, changes in geometry or the addition of signage. Currently the City is addressing some of these needs through the resurfacing program which ties up funding that is needed for resurfacing arterial roads. Establishing a funding source for traffic calming measures will ensure that roadway modifications can be made, where warranted, without having to sacrifice other projects from an already strained miscellaneous construction budget. Staff will be seeking an operating increase of \$25,000 per year to implement traffic calming recommendations where appropriate.
- 4) Centracs Traffic Software Expansion: The City's traffic control system funded in 2019 has been installed and is operating 34 intersections. Funding is being requested to allow for growth and expanded use of the new traffic control system to cover an additional 40 signalized intersections. Public Works staff will be requesting \$100,000 for this expansion.

Financial Implications

There are no direct financial implications; however, Council will see corresponding budget requests in the 2024 budget.

Council will see these items presented as supplemental requests to be considered. The required or legislated expenditures listed above will need to move forward. If funding levels do not increase, the result could be lesser amounts being allocated to road resurfacing.

Increased Funding requests for Transportation Programs

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Strategic Plan / Policy Impact / Climate Impact

Funding of capital and operating budgets for roads programs is linked to the infrastructure component of the strategic plan.

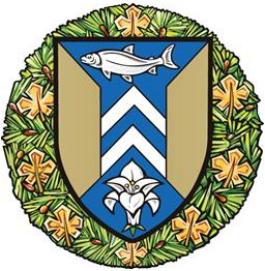
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering, dated October 30, 2023, concerning Increased Funding Requests for Transportation Programs be received as information.

Respectfully submitted,

Carl Rumiel, P. Eng.
Director of Engineering
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: 2023 Traffic Signal Analysis

Purpose

The purpose of this report is to address the Council resolution from April 11, 2023, which reads:

Whereas Sault Ste. Marie continues to promote itself as both an environmentally friendly community, and a community that is set apart from southern Ontario communities in its lack of traffic congestion; and

Whereas the ability to move relatively easily from one end of the City to the other, and the lack of traffic congestion, is an important selling feature of Sault Ste. Marie's work-life balance; and

Whereas having vehicles unnecessarily idle at intersections creates additional greenhouse gas emissions; and

Whereas there are many solutions to improving traffic flow, from the better timing for traffic signals, to flashing signals at certain hours, to scheduling when advanced arrows should be in use, to the removal of traffic signals where they are unwarranted;

Now Therefore Be It Resolved that staff be requested to conduct a review of Sault Ste. Marie's traffic signals and determine if there are improvements that can be made that will:

- *Improve traffic flow;*
- *Reduce unnecessary idling;*
- *Determine where traffic signals are unwarranted;*
- *Recommend alternate traffic management techniques; and*
- *Any other outcome that will generally make the movement within the municipality easier.*

Further Be It Resolved that staff be directed to report on these outcomes by September 2023.

Background

The function of a traffic signal is to alternate the right-of-way between conflicting traffic and pedestrian movement. Currently, there are 78 traffic signals in operation throughout the City.

The need for traffic signals is determined through warrant calculations established in the Ontario Traffic Manual (OTM) Book 12. The justifications take into consideration the volume of traffic on the major and minor streets, pedestrian activity, collision history, physical configuration and delay to vehicles and pedestrians.

When installed in accordance with the OTM, traffic signals make traffic flow smoother and safer for all road users. Properly timed traffic signals can also benefit surrounding streets by creating a gap in traffic that allows for turn movements from nearby unsignalized intersections. Signals can reduce the severity and frequency of certain types of crashes. Unwarranted signals can cause driver frustration, which in turn causes drivers to seek alternate routes on roads unable to handle the additional traffic or to disobey the traffic rules.

When operating properly and signal timing efficiency is optimized, the capacity of movement through a signalized intersection is improved and driver delay is minimized.

The City uses a software system called Centracs to remotely monitor the operation of traffic signals, receive alerts and alarms, change setting and other key functions. Centracs also allows communication between adjacent traffic controllers to adjust signal timing. For example, when an advanced left turn signal is extended at one intersection, Centracs allows the controller to send this information to other controllers at nearby signalized intersections to automatically adjust the signal timing. Currently, 34 of the traffic signals are in the Centracs system, mostly at major intersections and corridors. The attached figure is a map indicating which signals are connected to Centracs, as well as future plans for expansion of the program.

Within the Centracs program, there is an additional module called Signals Performance Measures (SPM) that provides a higher layer of traffic management. The software analyzes the previous week's traffic data and recommends adjustments to the signal timing. Only 10 traffic signals have this additional module. They are located on the Great Northern Road corridor, from Northern Avenue to the Home Depot/Soo Mill intersection, and on the Second Line corridor, from Pine Street to Peoples Road.

At signalized intersections, the City makes use of cameras, buried traffic sensors and programmed timing patterns to prompt phases such as advanced left turns and pedestrian crossings. At signalized intersections without technology to trigger the change in the traffic signal, the signal is pre-programmed to change at certain intervals. This can be a reason why drivers experience delays at signalized intersection during off-peak times.

Other signalized intersections have buried traffic sensors under the asphalt. This is older technology that is vulnerable to failure due to environmental and traffic loading conditions. Broken technology is another reason that drivers may experience delays at these signalized intersection.

Instead of buried traffic sensors, newer constructed or upgraded systems have cameras installed that will recognize an approaching vehicle and trigger that change in the signals. In addition to the above, some of the traffic signals can be actuated by pushing the pedestrian button.

When a vehicle approaches a red light, or a pedestrian pushes the pedestrian button, they will not always see an immediate reaction from the traffic signals. All traffic signals have a minimum amount of time that must be met before it can change the signal. This ensures that the intersection can be cleared before changing the right-of-way to the other direction. Alternatively, if the signal that is green has been extended beyond its minimum time, cars or pedestrians that approach the red light will see an immediate reaction with the traffic signals. This is why drivers may experience delays from minor roads during the off-peak times.

Of the 78 signalized intersections, 10 have cameras, 60 have buried traffic sensors. All signals have some level of pedestrian activation and some signals, mostly in the downtown core are pre-timed. It is unknown how many buried traffic sensors are functional. The City is made aware of broken sensors through investigation and complaints.

Analysis

Evaluation of Existing Signals

To begin this study, staff reviewed the most recent traffic data for the 78 signalized intersections and eliminated the signals that were considered to have a high volume, signals that are already part of the Centracs/SPM system, signals that were reviewed as part of a recent study or environmental assessment, and traffic signals that will be reviewed as part of studies that have been identified to begin in the near future.

This resulted in 9 intersections being recommended for further study and data collection. New data was collected in the field and a further five signals were determined to be justified, leaving four intersections for consideration for removal.

Using the OTM warrant process, four intersections do not meet the justification for traffic signals: Albert Street and Brock Street, Albert Street and Elgin Street, Albert and Dennis Street, Queen Street and Church Street. When considering the signals on Albert Street, they do not meet the justification for minimum traffic volume, which requires 100% compliance with a minimum number of vehicles in the heaviest 8-hour period. However, their compliance ranges from 70% to 90% of meeting the justification. There is some concern that with the revitalization of downtown and the development of higher density residential properties, the traffic along Albert Street could increase enough to meet the justification requirement for a traffic signal. For this reason, the intersection of Albert Street and Brock was removed, because volume compliance was 80-90%.

While the same concern applies to the Queen Street and Church Street intersection, there is also a concern that the removal of the signal will eliminate a controlled pedestrian crossing near the Hub Trail and eliminate the gaps in traffic that allow turn movements from the stop controlled intersections east of Church Street.

When removing traffic signals, the OTM recommends determining the appropriate traffic control, removal of sight-distance restrictions, public consultation followed by removal of the hardware.

The Manual on Uniform Traffic Control Devices is a document issued by the Federal Highway Administration of the United States Department of Transportation. This document recommends the phased removal of traffic signals once the decision for removal has been made. The phased approach includes:

- Determining appropriate traffic control.
- Remove sight distance restrictions.
- Inform the public of the removal study.
- Flash or cover the signal heads for a minimum of 90 day and install the appropriate traffic control.
- Remove the signal if the data collected during the removal study confirms that the signal is no longer needed.

Staff is recommending proceeding with the above phased approach and public consultation of the following intersections:

- Queen Street East and Church Street
- Albert Street and Elgin Street
- Albert Street and Dennis Street

2023 Traffic Signal Review

October 30, 2023

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This will allow staff to review the impact on pedestrian and cyclist movement through the intersection as well as assess the impact on the surrounding side streets through public consultation. Final recommendations will be presented to Council for approval.

Recommendations for removal will take into consideration the costs associated with the proposed changes. Based on recent pricing, it is estimated that full removal of the signals is approximately \$5,000, while installation of a new signal is in the range of \$300,000 and installation of a PXO where the removal of the signal prompts a new controlled pedestrian crossings is approximately \$75,000.

Status of Existing System

The hardware servicing the City's signalized intersections can be upwards of 30 years old. The intersections have been slowly upgraded when budget has been made available. All traffic control equipment is being reviewed as part of Phase 2 of the Asset Management Plan. It is anticipated that the plan will produce a prioritization list for upgrades to the system with the associated estimated budget. In addition to the recommendations of the Asset Management Plan, funding has been allocated each year of the next 5-year Capital Transportation Program to upgrade traffic signal controllers.

The City continues to upgrade hardware at intersections as funding is available. By the end of 2023, Public Works expects to install cameras at two intersections at a cost of approximately \$25,000 per intersection. The City is working towards replacing buried traffic sensors with cameras and adding pedestrian push buttons where none exist. Future budget requests, in line with the future Asset Management Plan, will be required to accelerate the upgrading of the signalized traffic system. This will aid in the optimization and coordination of the signal timing and help reduce unwarranted delays.

Alternate Traffic Management Techniques

Staff have discussed construction of roundabouts with the Consultant providing Traffic Advisory services. Roundabouts are recommended for review at locations where new traffic signals are being considered, or to solve a problem at existing intersections when an upgrade to the intersection is required. Staff continue to monitor possible locations for roundabouts using the guidance provided in the Transportation Master Plan.

Flashing signals at night or during off-peak hours is a topic that has been previously discussed at Council. It was staff's opinion that there is a well-documented increase in liability with the implementation of late-night flashing signals as collisions typically increase. This opinion has not changed and is consistent with municipalities across Ontario.

Improvements to the timing of advanced green arrow, and off-peak phase adjustments can be addressed through coordination, timing, and equipment upgrades.

Staff have been working with the Traffic Advisory consultant to provide a Signal Timing Procedures and Policies. This is currently in the draft phase. It addresses pedestrian signal timing, vehicle clearance process, warrants for left turn phase, modelling parameters and signal timing optimization and coordination.

Next Steps

Staff will continue to work on the following items to improve our traffic system:

- Complete the removal study and public consultation for the intersections of Queen Street and Church Street, Albert Street and Elgin Street, and Albert Street and Dennis Street. This may include the bagging of the signals for a trial period.
- There will be a request in the 2024 budget deliberations for funding the expansion of the Centracs system. Expansion will add approximately 40 more intersections into the Centracs system in addition to the 34 intersections that are currently in the software.
- Future implementation of the Asset Management Plan, and individual budget requests to upgrade the equipment at signalized intersection to install cameras and pedestrian push buttons.
- Expand the use of the Centracs and SPM to more intersections to improve optimization and coordination of traffic corridors.
- Continue to review signalized intersection warrants when conducting Engineering studies, road diets and capital reconstruction projects.
- Finalize the Signal Timing Procedures and Policies and present to Council for adoption. As new technology is implemented at traffic signals, review and update signal timing policy and procedures.
- Plan the update of the Transportation Master Plan.

Financial Implications

The financial implications to this recommendation only include the cost of covering signals and adding signage, which is minimal and can be covered within the 2024 traffic operations budget.

Strategic Plan / Policy Impact / Climate Impact

Traffic related recommendations are related to the infrastructure focus area of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the 2023 Traffic Signal Review be received and that

2023 Traffic Signal Review

October 30, 2023

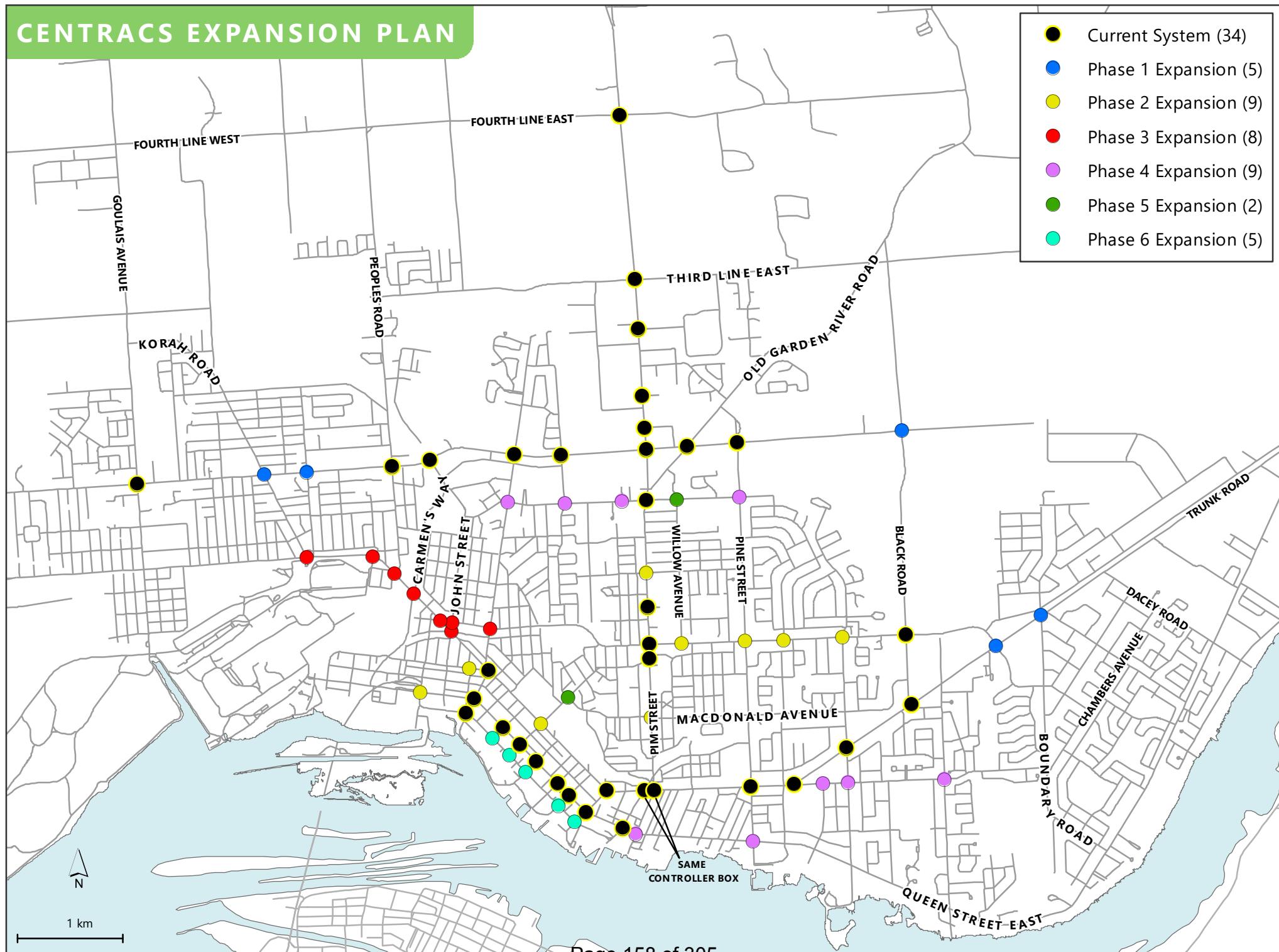
Page 7

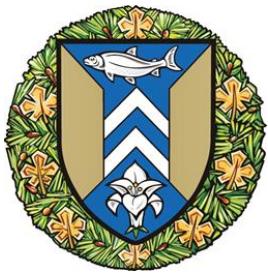
staff proceed with the removal study and public consultation of the intersections of Queen Street and Church Street, Albert Street and Elgin Street, and Albert Street and Dennis Street.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services and Design Engineer
705.759.5385
m.mcrauley@cityssm.on.ca

CENTRACS EXPANSION PLAN





The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Shatruick Drive – Preliminary Design

Purpose

The purpose of this report is to obtain Council approval to retain a consultant to provide geotechnical services and preliminary engineering design of improvements to Shatruick Drive hill.

Background

Shatruick Drive is located between Walls Side Road and Sunnyside Beach Road. Near the north end, there is a steep hill. This hill is the subject of a number of complaints from residents and also requires additional road and winter maintenance to keep the road open all year round. Shatruick Drive is the sole access to a number of residents along Sunnyside Beach Road.

Analysis

Staff is recommending procuring engineering and geotechnical consultant services to review the vertical alignment of the hill and complete a preliminary design for the suggested improvements. The results of this project are expected to include a preliminary cost estimate, details of approval requirements and a preliminary design.

Financial Implications

The cost of this project is to be covered under the Miscellaneous Construction Budget. The procurement of consulting services will follow the procurement bylaw which may result in a future report to Council to award the contract for consulting services. Any construction projects that may result from this study will be recommended for approval in a future Capital Transportation Plan.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated October 30, 2023 concerning the preliminary design of improvements to Shatruick

Shatruick Drive – Preliminary Design

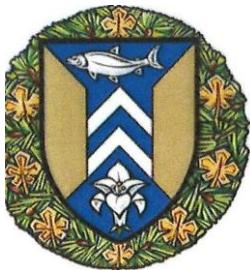
October 30, 2023

Page 2

Drive hill be received and that Council authorize the procurement of consulting services.

Respectfully submitted,

Maggie McAuley
Municipal Services and Design Engineer
705.759.5385
m.mcrauley@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Freddie Pozzebon Chief Building Official
DEPARTMENT: Public Works and Engineering Services
RE: 2022 Building Division Annual Fee Report

Purpose

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the *Ontario Building Code Act* for the 2022 construction year. The report also details the total remaining reserves as of the end of December 31, 2022.

Background

As required under section 7(4) of the *Ontario Building Code Act*, an annual fee report must be made outlining revenue, expenditures and direct or indirect costs. There must also be a report for any Reserve Fund held for the necessary expenditures. The Reserve Fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. Please see attached document. (2022 Annual Report Summary)

Analysis

The 2022 budget estimated that the reserve fund would not be required however, an increase in construction value and construction projects from the previous year resulted in a transfer of funds into the Reserve Fund.

Financial Implications

The transfer of funds (2022 – \$ 820,576.98) to the Reserve Fund will further assist in reducing the financial impacts the Building Division may experience related to the additional workload required from the increase in construction activity.

Strategic Plan / Policy Impact

This report is not linked to the Strategic Plan but is a requirement of the *Ontario Building Code Act*.

Recommendation

It is therefore recommended that Council take the following action:

2022 Building Division Annual Fee Report

October 30, 2023

Page 2.

Resolved that the report of the Chief Building Official dated October 30, 2023, concerning 2022 Building Division Annual Fee Report be received as information.

Respectfully submitted,

Freddie Pozzebon

Chief Building Official

705.541 7151

f.pozzebon@cityssm.on.ca

2022 Annual Report – Building Permit Fees

Total permit fees (Revenues) collected for the period of January 1 to December 31, 2022 under Building By-Law 2008-148 of the City of Sault Ste. Marie \$ 1,993,300.01

Cost of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permits applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement

Total Direct Costs 1,061,730.43

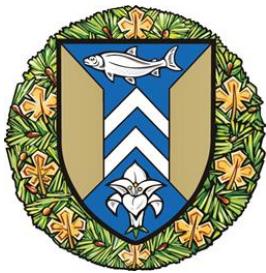
Indirect Costs:

Indirect Costs are deemed to include the costs for support & overhead services to the Building Division of the City of Sault Ste. Marie using a ratio of 0.10453934

Total Building Enforcement	1,061,730.43
Total Building Enforcement Costs X Indirect Cost Ratio 0.10453934	<hr/> 0.10453934
Total Indirect Costs	110,992.60

Total Costs:

Total Direct Costs	1,061,730.43
Plus Indirect Costs	<hr/> 110,992.60
Grand Total of Direct and Indirect Costs	<hr/> 1,172,723.03
Total Permit Fee Revenues	1,993,300.01
Total Direct and Indirect Costs	<hr/> 1,172,723.03
Differences	<hr/> 820,576.98
Building Permit Reserve Fund as of January 1, 2022	1,086,743.13
2022 Transfer to Operations as per above	<hr/> 820,576.98
Remaining Reserve Fund at December 31, 2022	1,907,320.11



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Mill Market Municipal Capital Facility – Huron Street – Repeal By-law 2019-212

Purpose

The purpose of this report is to recommend that Council repeal By-law 2019-212 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie as a Municipal Capital Facility (Huron Street).

Background

Section 110 of the *Municipal Act*, 2001 authorizes a municipality to enter into a Municipal Capital Facilities Agreement which in turn will exempt a Municipal Capital Facility from taxes levied for municipal and school purposes. On November 4, 2019 Council passed by-law 2019-211 which authorized a Municipal Capital Facilities Agreement between Mill Market Sault Ste. Marie and the City for property at Huron Street legally described as Parts 1, 2, 3, 4, 10, 11, 12 IR5809 PCL 11121 AWS identified as assessment roll number 57-61-040-031-104-01-0000-00, as well as By-law 2019-212 which provided for taxation exemption for the Mill Market Sault Ste. Marie as a Municipal Capital Facility.

Analysis

As Mill Market Sault Ste. Marie is no longer operating on the Huron Street property it is prudent to repeal By-law 2019-212.

Financial Implications

Once By-law 2019-212 is repealed, the property will be subject to tax in the usual course. Presently, the property is owned by the City and therefore is not taxable; however, the property is part of the lands to be sold to 1188004 Ontario Inc. as part of Gateway Site development.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Mill Market Municipal Capital Facility – Huron Street

October 30, 2023

Page 2.

Recommendation

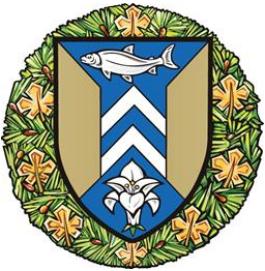
It is therefore recommended that Council take the following action:

The relevant By-law 2023-171 is listed under item 12 of the Agenda 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

LEGAL\STAFF\COUNCIL\REPORTS\2023\MUNICIPAL CAPITAL FACILITY - CANAL DRIVE HURON STREET.DOCX



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Deeming By-law, Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)

Purpose

The purpose of this report is to request approval of a deeming by-law concerning property legally described as LT 337 PL 6541 KORAH; CITY OF SAULT STE. MARIE [PIN 31593-0625 (LT)] and LT 338-339 PL 6541 KORAH; CITY OF SAULT STE. MARIE [31593-0624 (LT)] (the “Subject Property”).

Attachment

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

Background

Sandra Tassone and Gerald Welton, the owners of the Subject Property, have requested that the City pass a deeming by-law under section 50(4) of the *Planning Act* for this property. The effect of the deeming by-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

The request has been circulated to the Planning Director, Chief Building Official, Municipal Services and Design Engineer, and Secretary-Treasurer of the Committee of Adjustment, none of whom have an objection to the request that a deeming by-law be passed in respect of these properties.

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

Deeming By-law, Lots 337 and 338-339, Plan 6541 (23 and 25 Prentice Avenue)

October 30, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-179 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

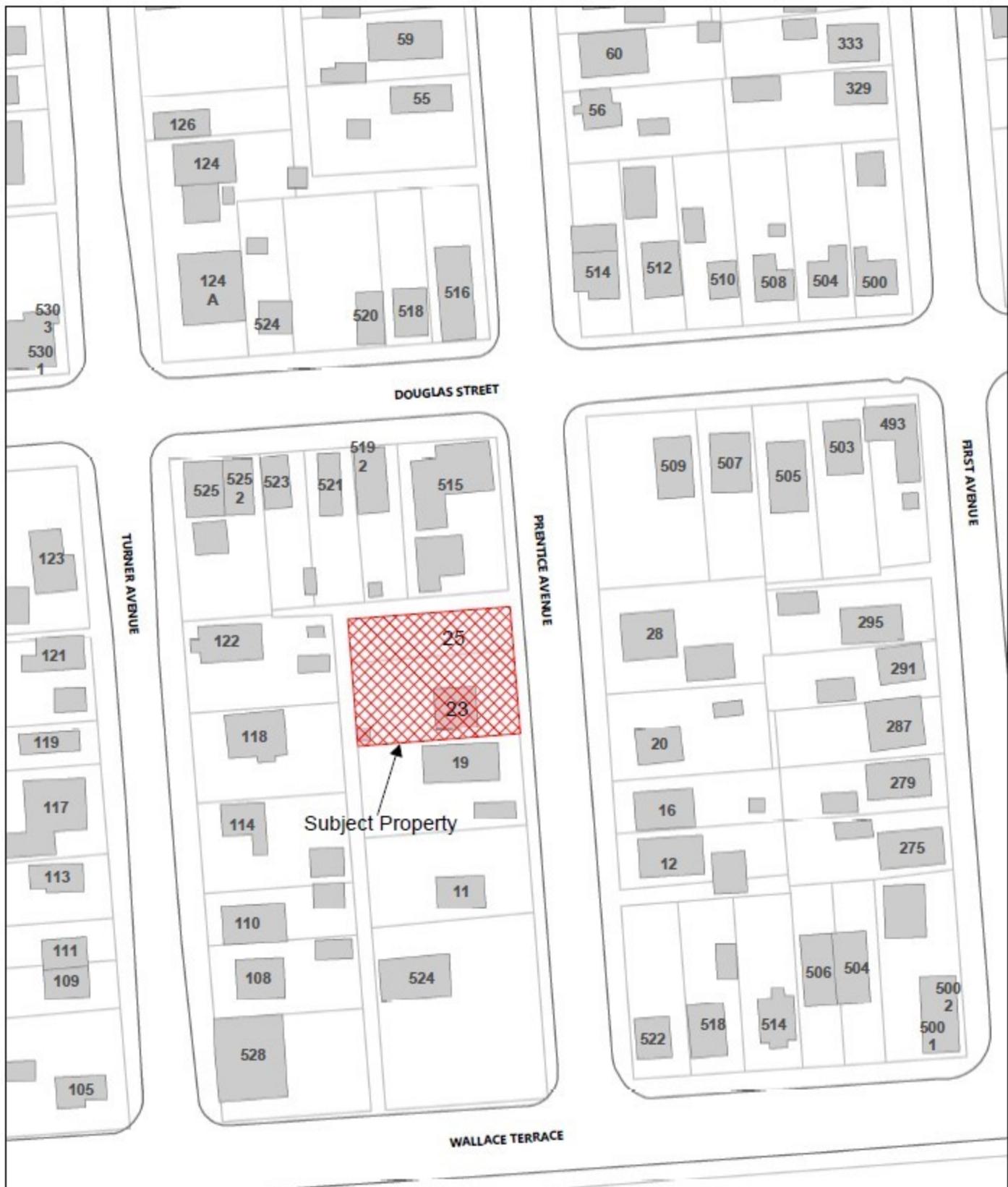
Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705.759.5403

m.borowiczsibenik@cityssm.on.ca

Schedule "A"



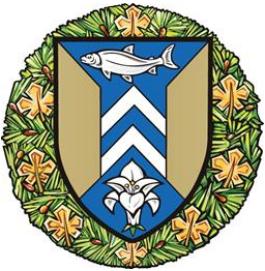
Map Title

Map Purpose/Description

CITY OF SAULT STE. MARIE
LEGAL DEPARTMENT
JUNE 20, 2023



30 m



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Licence of Occupation Agreements with ADSB and
SSMRCA – Hub Trail – Korah

Purpose

The purpose of this report is to request Council approval of two Licence of Occupation agreements; one between the City and the Algoma District School Board (ADSB); and one between the City and the Sault Ste. Marie Regional Conservation Authority (SSMRCA); for a section of Hub Trail that is on ADSB and SSMRCA property.

Background

Staff was directed by Council to pursue the development of the Hub Trail in the locations of Korah Collegiate and Vocational School and the adjacent SSMRCA property. As part of this direction, Staff was directed to pursue agreements for the portion of the pathway on ADSB property and a 23m pedestrian bridge over SSMRCA property. With the understanding that the City would complete a Licence of Occupation for the use, both ADSB and SSMRCA permitted the development of the Hub Trail as on the ‘as built’ plans that depict the occupied lands by the City. Construction of the Hub Trail was completed in October of 2020.

Analysis

The City, ADSB, and SSMRCA have completed negotiations of the Licence of Occupation and with terms acceptable to ADSB and SSMRCA. The Licence is required to ensure continued use of the property by the City. The Licence properly and retroactively associates responsibility to the City for maintenance of the Hub Trail and any required removal of same should either ADSB or SSMRCA provide notice to the City. The Licence also ensures the City provides appropriate indemnity to both ADSB and SSMRCA and accepts reasonable liability for its occupation of the property.

Financial Implications

There are no financial implications with the proposed Licences.

Strategic Plan / Policy Impact / Climate Impact

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

Licence of Occupation Agreements with ADSB and SSMRCA – Hub Trail –

Korah

October 30, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2023-174 and 2023-175 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

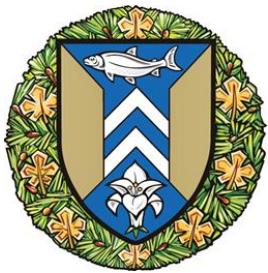
Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Hub Trail Licence Extension and Amendment – 64 Church Street

Purpose

The purpose of this report is to request Council approval to renew a Licence between the City and His Majesty the King in the Right of Ontario for a section of Hub Trail that is on provincial property.

Background

A first licence was negotiated between staff and representatives from the Province of Ontario in April of 2019. The Licence secures use by the City of the provincial land fronting along the St. Marys River. The Licence's five (5) year duration expires March 31, 2024.

Analysis

To continue to use the property a renewed Licence is required. The proposed Licence Extension and Amending Agreement also contains minor amendments to update language now applied by the Province of Ontario when issuing a Licence.

Financial Implications

The Licence has a onetime fee in the amount of \$1,500 which is contemplated in the Planning Department's budget.

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 2023-172 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Hub Trail Licence Extension and Amendment – 64 Church Street

October 30, 2024

Page 2.

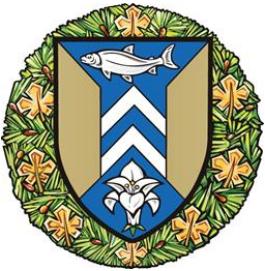
Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, RPP, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program – 19 (Amended) – 36
Wright Street

Purpose

This report recommends converting the Rental Housing Incentive Program incentive for 36 Wright Street from the 3-year stream to 4-year stream.

Background

At its March 20, 2023 meeting City Council approved the “basic” 3-year stream of the RCIP for 36 Wright Street as follows:

Resolved that the report of the Planner dated March 20, 2023 concerning the Rental Housing Incentive Program be received and that Council authorize a three-year incremental tax grant (75% in year one, 50% in year two, and 25% in year three) for the proposed four unit multiple attached development at 36 Wright Street subject to:

- 1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and*
- 2. After the grant program is completed, full municipal taxes will apply.*

Analysis

The proposed development fulfills the prerequisites by offering 15% or more barrier-free units, rendering it eligible for the 4-year grant stream. This stream offers an additional year of grant funding, equivalent to 75% of the post-development property tax increment.

The current Rental Housing Community Improvement Plan expires on May 24, 2024. It is likely that it will be replaced sooner with a suite of CIPs associated with the work of the local Affordable Housing Task Force. It is also likely that future CIPs will require applicants to enter into an agreement with the City. Until that time, staff is not recommending the need for an agreement, which is consistent with the previous practice.

Financial Implications

The applicant will be entitled to an extra grant equivalent to 75% of the property tax increase following the development.

Strategic Plan / Policy Impact / Climate Impact

The Rental Housing Incentive Program, and the projects approved under this initiative align with the Corporate Strategic Plan, specifically, under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment. No climate impacts are associated with the recommendation made in the report.

Recommendation

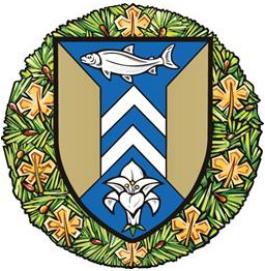
It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated October 30, 2023 concerning the Rental Housing Incentive Program be received and that Council convert the 3-year grant program into the 4-year program (75% in year one and two, 50% in year three, and 25% in year four) for the proposed 4-unit multiple attached development at 36 Wright Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

Respectfully submitted,

Jonathan Kircal, RPP
Planner
705.759.6227
j.kircal@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, RPP, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program 20 – 77 Ruth Street

Purpose

The purpose of this report is to recommend a municipal tax increment grant, under the City's Rental Housing Community Improvement Plan, for the property located at 77 Ruth Street.

Background

In 2013, City Council approved a Rental Housing Community Improvement Plan under section 28 of the *Planning Act* and Section 365 of the *Municipal Act*. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Plan provides for tax grants on a declining basis over a three or four year period, with an additional incentive for projects that incorporate spaces to support assisted-living programs, or where additional barrier free units are constructed.

The existing program provides a tax grant of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property, following new construction (usually after the first year). This declines to 50% in year two and 25% in year three. If developments provide additional barrier-free/accessible units, or spaces to accommodate support services, projects are then eligible to receive the tax incentive over 4 years, at 75% in years one and two, 50% in year three, and 25% in year four.

The development of additional rental units is important to provide a range of housing types to match residents' needs; to ensure the overall supply of rental housing is maintained; and to provide good shorter-term housing options for persons wishing to move to Sault Ste. Marie.

Analysis

The proposal for 77 Ruth Street will see the development of a building consisting of 8 dwelling units. Each unit will be comprised of two bedrooms, one bathroom,

Rental Housing Incentive Program 20 – 77 Ruth Street

October 30, 2023

Page 2.

and an open concept kitchen and living area, along with a laundry room and outdoor patio area. Parking will be provided as a consolidated parking lot.

Two out of the 8 units will be barrier-free units for accessible living as per the *Ontario Building Code* (OBC), this exceeds the 15% minimum requirement of the OBC. Therefore, under this CIP, the project is eligible to receive one additional year with a 75% tax exemption.

Time	Proportion of incremental property tax waived)
Year 1	75%
Year 2	75%
Year 3	50%
Year 4	25%
Year 5	0%
Full taxes paid in year 5.	

The current Rental Housing Community Improvement Plan expires on May 24, 2024 and it is likely that it will be replaced sooner with a suite of CIPs associated with the work of the local Affordable Housing Task Force. It is also likely that future CIPs will require applicants to enter into an agreement with the City. Until that time, staff is not recommending the need for an agreement, which is consistent with the previous practice.

Financial Implications

It is recommended that the project be approved for a tax grant over four years with a grant of 75% of the municipal taxes in years one and two, 50% in year three, and 25% in year four. The tax rebate will result in a levy increase, which will negate the assessment growth during the three years. The tax rebate results in the deferral of the incremental tax increase resulting from this project until after the rebate period ends.

Strategic Plan / Policy Impact / Climate Impact

The Rental Housing Incentive Program, and the projects approved under this initiative align with the Corporate Strategic Plan, specifically, under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment. No climate impacts are associated with the recommendation made in the report.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated October 30, 2023 concerning the Rental Housing Incentive Program be received and that Council authorize a four-year incremental tax grant (75% in year one and two, 50% in year three, and 25%

Rental Housing Incentive Program 20 – 77 Ruth Street

October 30, 2023

Page 3.

in year four) for the proposed 8-unit multiple attached development at 77 Ruth Street, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

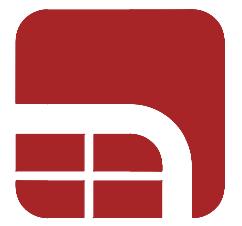
Respectfully submitted,

Jonathan Kircal

Planner

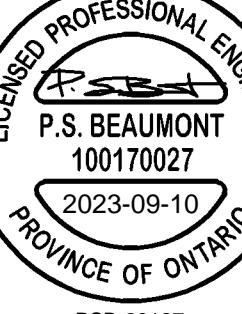
705.759.6227

j.kircal@cityssm.on.ca



norquayeng.ca

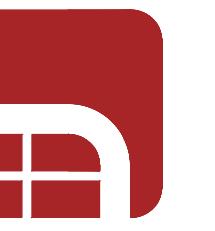
GENERAL NOTES:
 1. DO NOT SCALE DRAWINGS
 IN ACCORDANCE TO THE
 CANADIAN NATIONAL
 STANDARDS FOR
 ENGINEERED STRUCTURES.
 2. ALL DIMENSIONS AND
 CONSIDERATIONS PRIOR TO
 CONSTRUCTION.



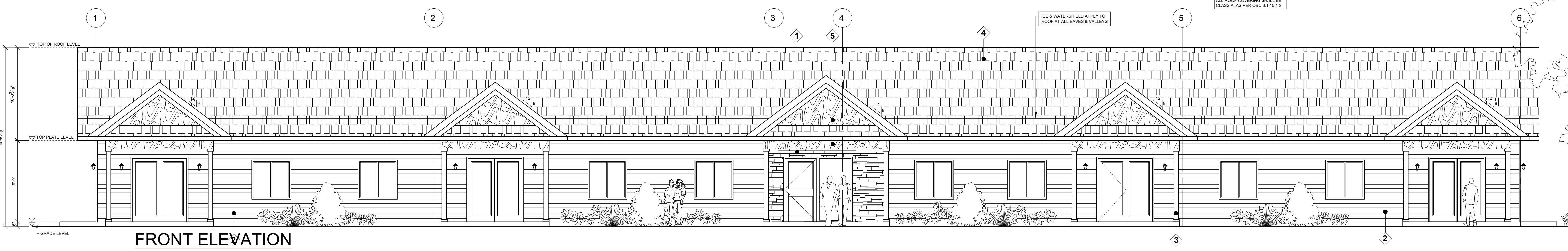
PSB-23127



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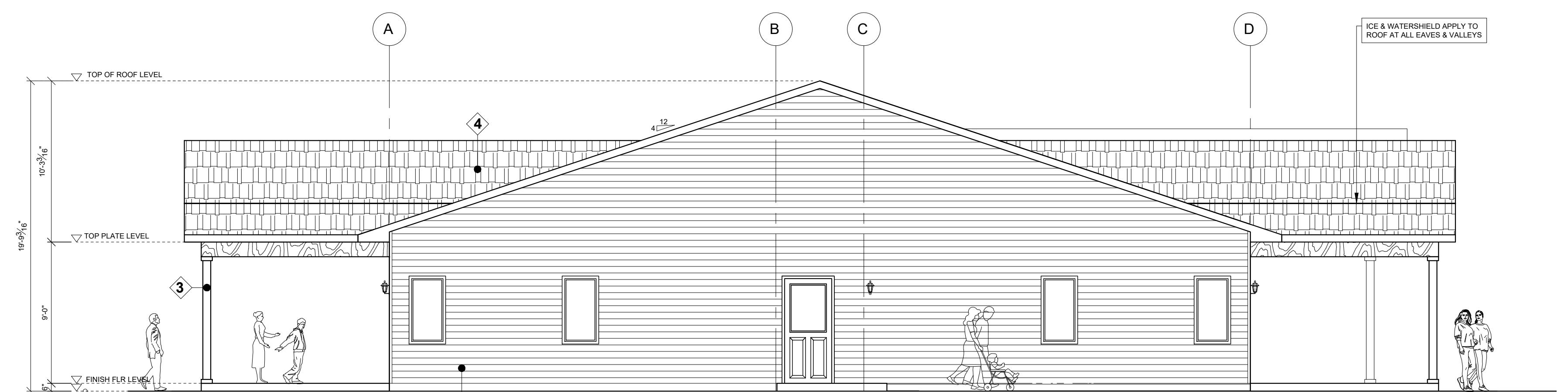


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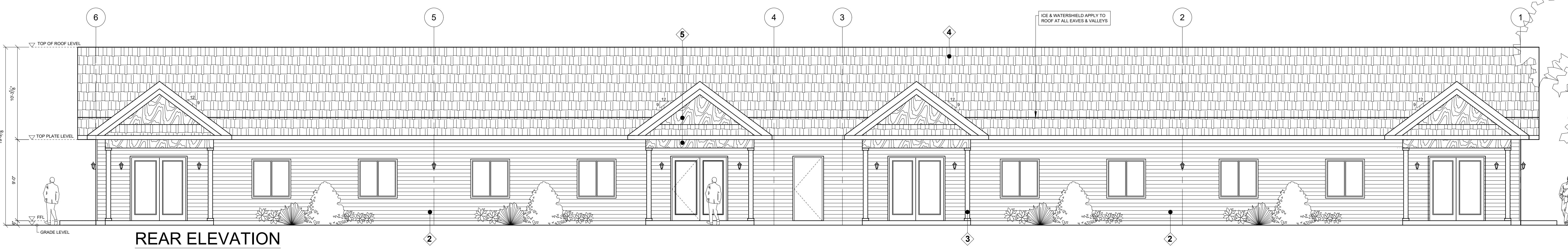
FRONT ELEVATION

SCALE: 3/16"=1'-0"



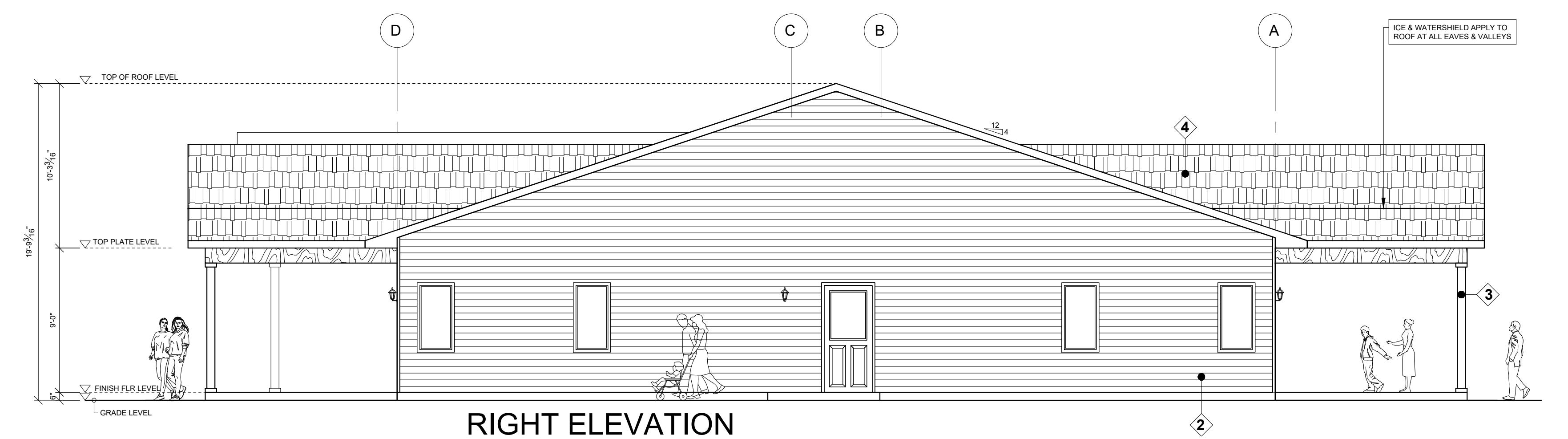
LEFT ELEVATION

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REAR ELEVATION

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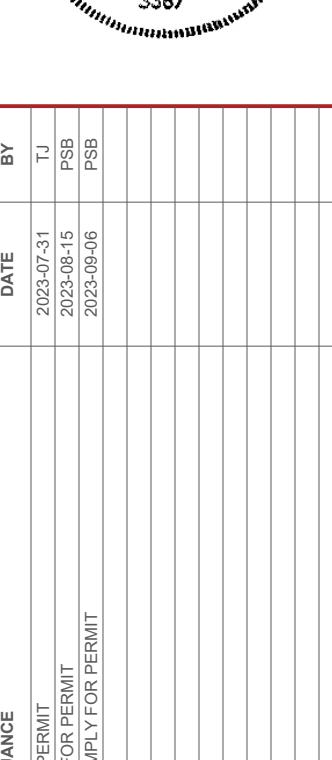


RIGHT ELEVATION

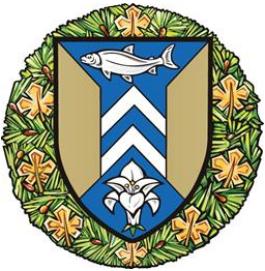
SCALE: 3/16"=1'-0"

MARK	DESCRIPTION
1	CULTURED STONE
2	VINYL SIDING
3	WOODEN COLUMN
4	ASPHALT SHINGLES
5	ARCHITECTURAL PANEL

GENERAL NOTES:
1. DO NOT SCALE DRAWINGS 2. DO NOT SCALE DRAWINGS ACCORDING TO THE PROVIDED SCALES. PROVIDED STANDARDS CODE OFFICE (PSO, ETC.) 3. ALL DIMENSIONS AND CONSTRUCTION DETAILS ARE IN INCHES. DO NOT SCALE DRAWINGS ACCORDING TO THE PROVIDED SCALES. PROVIDED STANDARDS CODE OFFICE (PSO, ETC.) 3. ALL DIMENSIONS AND CONSTRUCTIONS PRIOR TO CONSTRUCTION.
LICENSED PROFESSIONAL ENGINEER P.S. BEAUMONT 100170027 2023-09-10 STRUCTURE ONLY PROVINCE OF ONTARIO PSB-23127



PROJECT:	8 UNIT APARTMENT BUILDING	No.	1
ADDRESS:	77 RUTH STREET SAULT STE. MARIE, ON	BY	T.J. J.M.F.
DRAWING:	2776594.ONTARIO INC	ISSUANCE	2023-07-31
CHECKED:		FOR PERMIT	2023-08-05
SIZE:	24"X48"	REV'D FOR PERMIT	2023-08-06
PROJECT NUMBER:	22091	REvised FOR PERMIT	2023-08-07
DRW No.		DATE	MAY 8, 2023
FIRM:	FRM/2023	BY:	



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Zuppa, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Designate Site Plan Control – Severed Portion of 251
Industrial Park Crescent

Purpose

The purpose of this report is to designate the severed portion of civic address 251 Industrial Park Crescent as subject to Site Plan Control.

Background

The subject property is designated Industrial in the Official Plan and zoned M2 (Medium Industrial).

In June 2023, the Committee of Adjustment approved a severance of 251 Industrial Park Crescent, thereby creating a new industrial lot near Sackville Road. Concurrently, the Committee approved a minor variance to permit a lot without frontage on a publicly owned and maintained street.

Prior to the hearing, an agreement in principle was reached between the City and the applicant to grant access to Sackville Road through a right-of-way easement over the westerly abutting City property fronting on Sackville Road.

As a condition of the approval of both the severance and the minor variance, the Committee of Adjustment required that the severed portion of the property must be deemed subject to Site Plan Control, as shown in the attachment.

Analysis

As the subject property is near sensitive uses (Residential), Site Plan Control is favourable as it will ensure that any development on the severed parcel will be designed to minimize potential impacts on neighbouring properties and will be safe, appropriate and functional.

At the Committee of Adjustment hearing, several nearby residents raised concerns regarding noise, dust, and odour from industrial uses, as well as the potential for increased activity on the site. Staff is therefore recommending that the severed

Designate Site Plan Control – Severed Portion of 251 Industrial Park Crescent

October 30, 2023

Page 2.

portion of civic address 251 Industrial Park Crescent be deemed subject to Site Plan Control to address these concerns should any development occur on the property.

Financial Implications

There are no financial implications related 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:

The relevant By-law 2023-181 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

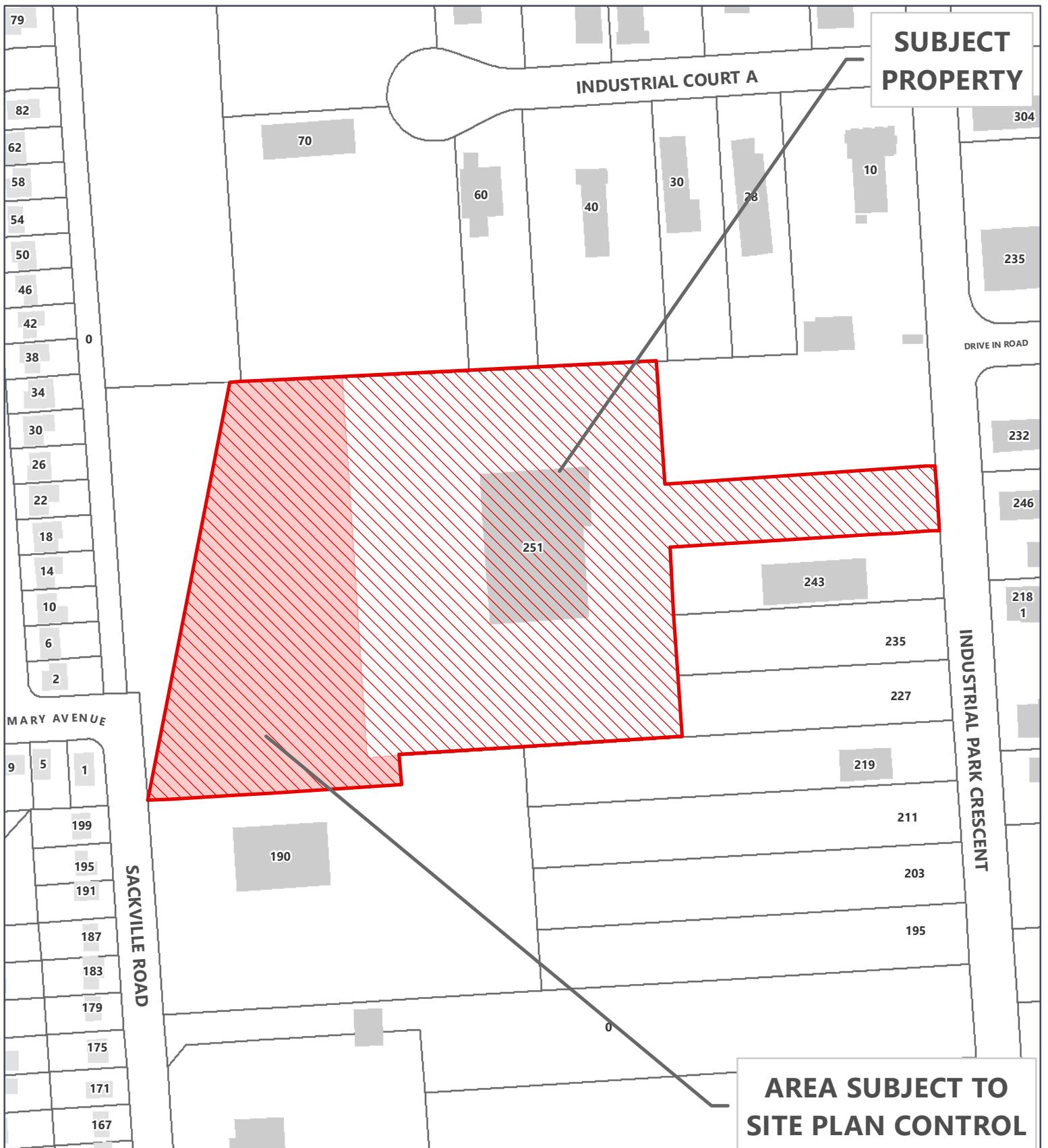
Respectfully submitted,

Steve Zuppa

Junior Planner

705.759.5279

s.zuppa@cityssm.on.ca



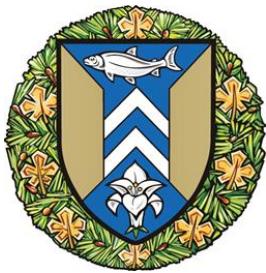
251 Industrial Park Crescent: Subject Property

Property Information

Civic Address: 251 Industrial Park Cres.
 Roll No.: 030062001180000
 Map No.: 98/1-112
 Date Created: October 5, 2023



- Subject Property: 251 Industrial Park Crescent
- Area Subject to Site Plan Control
- Parcel Fabric



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Property Expropriation Plan for 350 Fifth Line East

Purpose

The purpose of this report is to enact the by-law to acquire by expropriation the land known municipally as 350 Fifth Line East.

Background

In November 2019, the City was completing a Waste Management Environmental Assessment and as part of that review the consultant targeted four properties for acquisition. Three of the properties were sold to the City, the fourth was not. After very lengthy attempts to negotiate and acquire the property, the City was not successful in doing so, the matter was referred to outside legal counsel to further engage in negotiations and those were not successful either. The City then commenced the expropriation process.

Analysis

A Notice of Application for Approval to Expropriate was served on the owner. The owner then had thirty days to exercise the option of requesting a Hearing of Necessity. This allows the owner to question the necessity of the expropriation. No such hearing was requested. Council must now authorize the approval by way of Certificate to allow the expropriation of the property. The Plan of Expropriation must now be signed and registered.

Financial Implications

The monies for the expropriation costs will come from the Business and Implementation Plan for the Landfill. The appraised value of this property in 2021 was \$375,000, however, another appraisal will need to be done after the Certificates on the Expropriation Plan are signed. There will also be legal fees associated with the expropriation all of which can be covered by the aforementioned Plan.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the corporate Strategic Plan. Obtaining the last of the four properties allows for a needed containment attenuation zone for the landfill.

Property Expropriation Plan for 350 Fifth Line East

October 30, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law number 2023-180 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

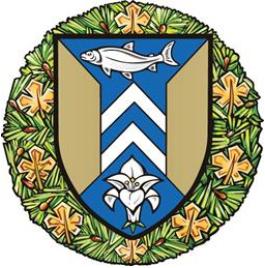
Respectfully submitted,

Karen Fields

City Solicitor

705.759.5407

k.fields@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 30, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicholas Cicchini, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program 18 (Amended) – 360 Northern Ave.

Purpose

The purpose of this report is to recommend an incremental tax grant, under the City's Rental Housing Community Improvement Plan, for the development proposed at 360 Northern Avenue.

Background

On May 24, 2022 Council approved a municipal tax increment grant for a 58-unit development on the subject property:

Resolved that the report of the Senior Planner dated May 24, 2022 concerning Rental Housing Incentive Program – 18, be received and that City Council authorize a four-year incremental tax grant (75%, 75%, 50%, and 25%) for the proposed 58 unit development at 352 Northern Avenue, subject to:

1. *That the municipal tax grant applies only to the increase in assessment resulting from new construction, and*
2. *After the grant program is completed, full municipal taxes will apply.*

In 2023 the proposed development was expanded to include 108 units. Council is now being asked to amend its approval to reflect the revisions in the 2023 development proposal.

Analysis

The CARA Community Housing Corporation is proposing a new development to create a multi-purpose apartment complex. The development is located at 360 Northern Avenue, the site of the former Holy Trinity Anglican Church building, on lands donated by the Church.

CARA is a charitable non-profit housing corporation that operates a portfolio of 230 rental-housing units for low and moderate-income individuals, including those who require barrier-free (accessible) units.

The proposed project involves the construction of a 108-unit apartment complex, serving low and moderate-income seniors and persons who require barrier-free units. Of the 108 units, 39 will be one-bedroom units, and 69 two-bedroom units. 22 units (or 20.4% of the total number of units) will be designated as barrier-free units, which is above the requirement stated in the *Ontario Building Code*.

In addition to the apartment units, the building will contain a number of indoor amenities, including a chapel, a meeting room, and several offices, which will be used by visiting professionals and agencies to provide support services to the tenants. Therefore, the proposed 108-unit development is eligible the additional incentive.

The current Rental Housing Community Improvement Plan expires on May 24, 2024. It is likely that it will be replaced sooner with a suite of CIPs associated with the work of the local Affordable Housing Task Force. It is also likely that future CIPs will require applicants to enter into an agreement with the City. Until that time, staff is not recommending the need for an agreement, which is consistent with the previous practice.

Financial Implications

The tax rebate will result in a levy increase, which will negate the assessment growth during the four years. The tax rebate results in the deferral of the incremental tax increase resulting from this project until after the rebate period ends; however, after the 4-year tax rebate the municipality will benefit from the full assessment resulting from this development.

Strategic Plan / Policy Impact / Climate Impact

The Rental Housing Incentive Program, and the projects approved under this initiative, align with the Corporate Strategic Plan, specifically, under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment.

There are no significant climate change impacts anticipated from this application.

Recommendation

It is therefore recommended that Council take the following action:

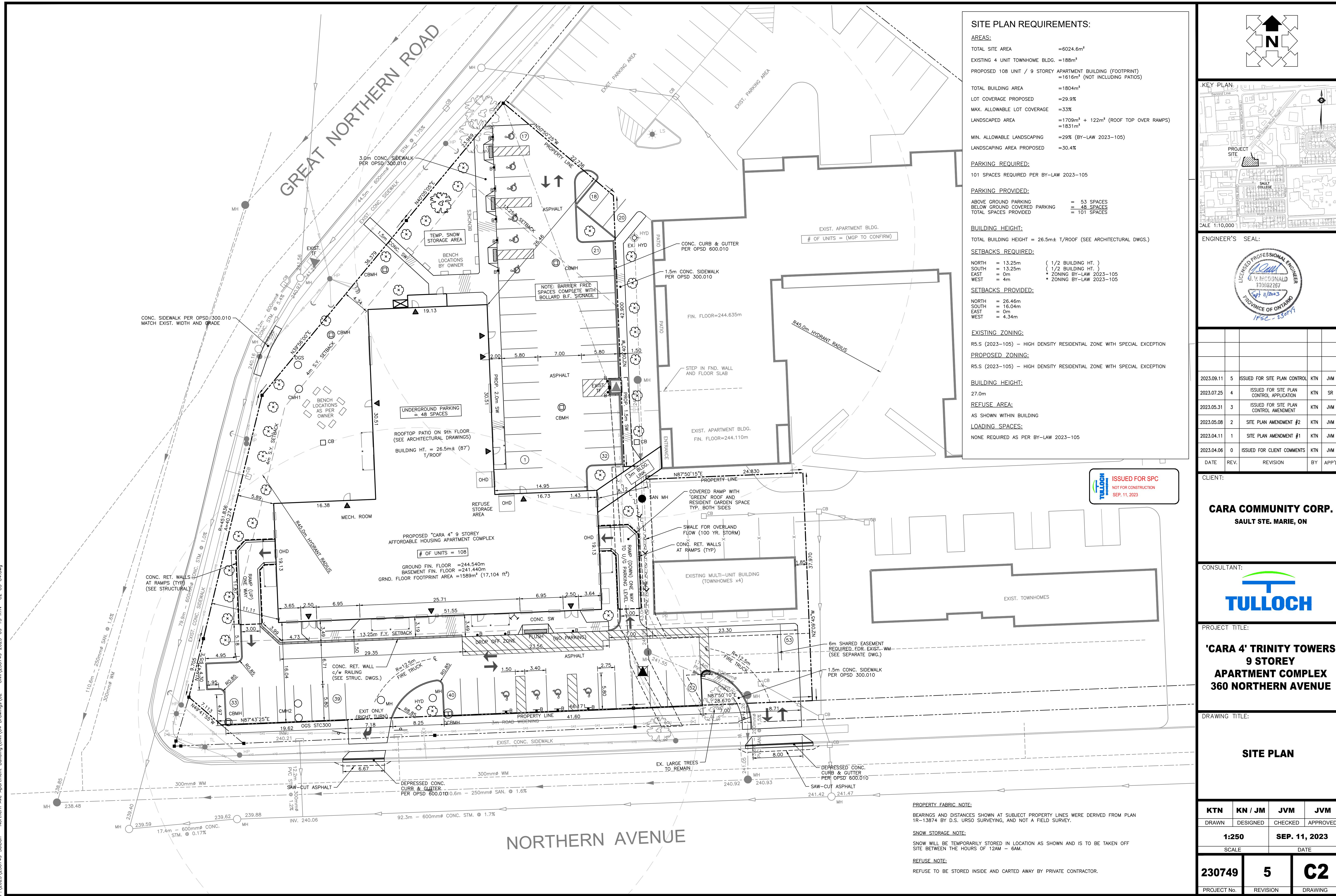
Resolved that the report of the Junior Planner dated October 30, 2023 concerning Rental Housing Incentive Program 18 (Amended) – 360 Northern Avenue, be received and that Council authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the amended CIP application of the proposed 108-unit development at 360 Northern Avenue, subject to the following:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed full municipal taxes will apply.

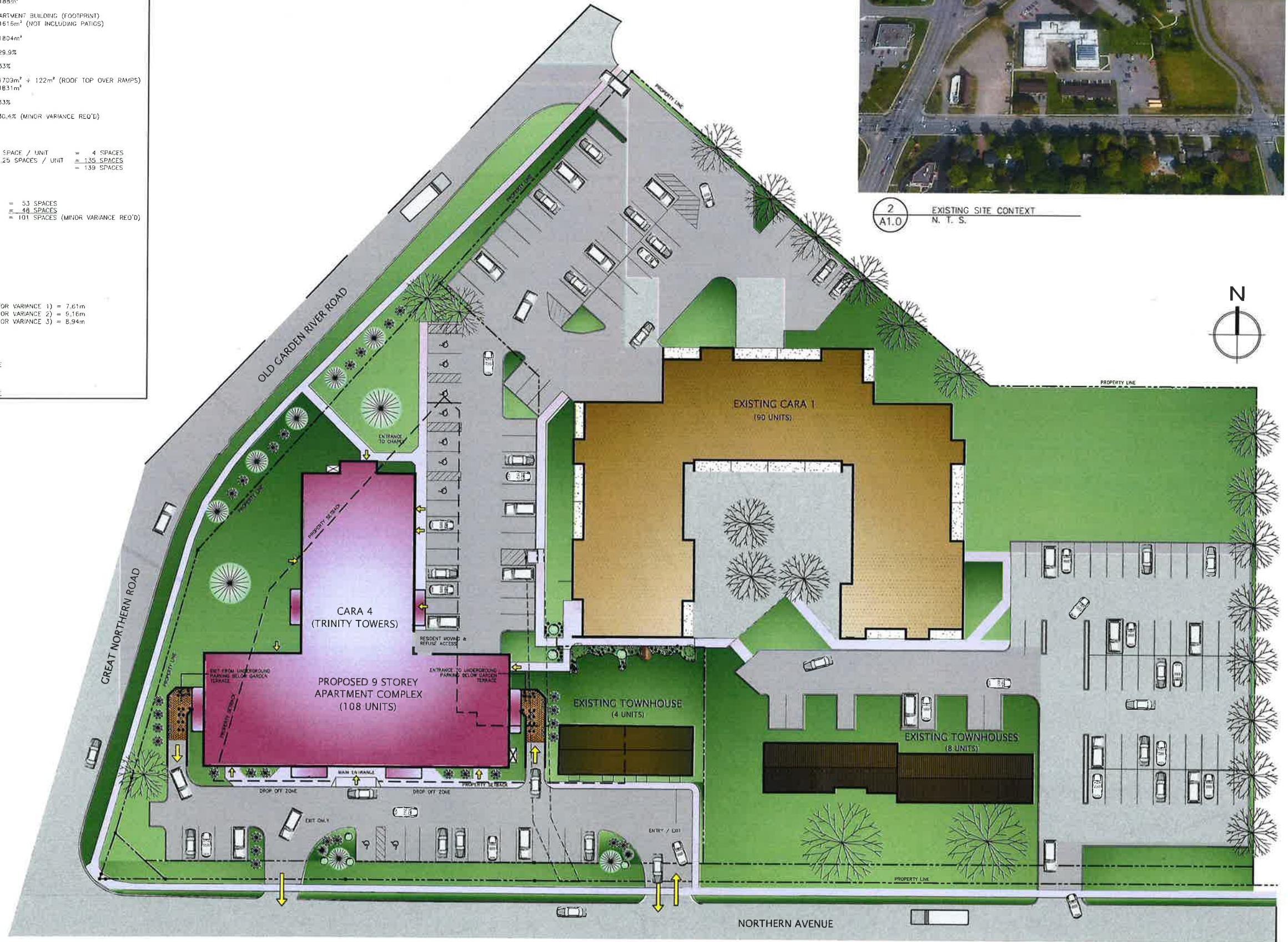
Rental Housing Incentive Program 18 (Amended) – 360 Northern Ave.
October 30, 2023
Page 3.

Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca



<u>SITE PLAN REQUIREMENTS:</u>		
<u>AREAS:</u>		
TOTAL SITE AREA	=	6024.6m ²
EXISTING 4 UNIT TOWNHOME BLDG.	=	188m ²
PROPOSED 108 UNIT / 9 STOREY APARTMENT BUILDING (FOOTPRINT)	=	1615m ² (NOT INCLUDING PATIOS)
TOTAL BUILDING AREA	=	1804m ²
LOT COVERAGE PROPOSED	=	29.9%
MAX. ALLOWABLE LOT COVERAGE	=	33%
LANDSCAPED AREA	=	1703m ² + 122m ² (ROOF TOP OVER RAMPS) = 1831m ²
MIN. ALLOWABLE LANDSCAPING	=	33%
LANDSCAPING AREA PROPOSED	=	30.4% (MINOR VARIANCE REQ'D)
<u>PARKING REQUIRED:</u>		
EXISTING TOWNHOMES (4 UNITS) AT 1 SPACE / UNIT	=	4 SPACES
PROPOSED 108 UNIT APARTMENT AT 1.25 SPACES / UNIT	=	135 SPACES
TOTAL SPACES REQUIRED	=	139 SPACES
<u>PARKING PROVIDED:</u>		
ABOVE GROUND PARKING	=	53 SPACES
BELLOW GROUND COVERED PARKING	=	44 SPACES
TOTAL SPACES PROVIDED	=	101 SPACES (MINOR VARIANCE REQ'D)
<u>SETBACKS REQUIRED:</u>		
NORTH	=	13.5m (1/2 BLDG HT.)
SOUTH	=	13.5m (1/2 BLDG HT.)
EAST	=	13.5m (1/2 BLDG HT.)
WEST	=	13.5m (1/2 BLDG HT.)
<u>SETBACKS PROVIDED:</u>		
NORTH	=	26.46m
SOUTH	=	16.04m
EAST	=	7.98m
WEST	=	4.34m
V1 (MINOR VARIANCE 1)	=	7.61m
V2 (MINOR VARIANCE 2)	=	9.16m
V3 (MINOR VARIANCE 3)	=	8.94m
<u>EXISTING ZONING:</u>		
R5 -- HIGH DENSITY RESIDENTIAL ZONE		
<u>PROPOSED ZONING:</u>		
R5 -- HIGH DENSITY RESIDENTIAL ZONE		



mgp

architects + engineer inc.

123 East Street
Sault Ste. Marie, ON
P6A 3C7

705.942.9494
www.mgp-arch-eng.ca

NOTES:

ALL MEASUREMENTS ARE TO BE CONFIRMED ON SITE BY CONTRACTOR. ERRORS AND OMISSIONS ARE THE RESPONSIBILITY OF THE ARCHITECT OR ENGINEER PRIOR TO PROCEEDING WITH WORK. RESPONSIBILITY FOR COORDINATION OF ALL WORK REMAINS WITH THE GENERAL CONTRACTOR. THIS WORK IS COPYRIGHT TO MCA ARCHITECTS + ENGINEER INC. AND IS NOT TO BE COPIED OR REPRODUCED WITHOUT PERMISSION.

REV:	DESCRIPTION:	DATE:
STATUS:		
ISSUED FOR REVIEW		

**PRELIMINARY
DRAWINGS**

TRINITY TOWERS 9-STORY APARTMENT CARA COMMUNITY CORPORATION	LOCATION: 360 NORTHERN AVENUE ASSALUT ST. MARIE, ON	CLIENT: CARA COMMUNITY CORP 360 NORTHERN AVENUE
--	--	---

REV 1: +3 H/C SPACES

DRAWING TITLE: GENERAL SITE PLAN		
SCALE: N.T.S.	DATE: 05/16/23	DRAWN BY: HAP
PROJECT NUMBER: *****	DRAWING NUMBER: A1.0	
FILE NUMBER: SITE PLAN		



Serving the Community Since 1979
En service de la communauté depuis 1979

Women In Crisis (Algoma) Inc.

23 Oakland Avenue • 23, avenue Oakland
Sault Ste. Marie, Ontario P6A 2T2
Tel/Tél 705-759-1230 • Fax/Téléc 705-759-3239
Toll free/Sans frais 1-877-759-1230

Friday October 27, 2023

To Mayor Shoemaker and City Councillors:

On Behalf of Women In Crisis (Algoma) Inc., the Board of Directors, the Staff and the Women and Children we serve, we wanted to thank you for giving us an opportunity to address the Motion being discussed tonight.

First, we must acknowledge the horrific events that have taken place this week in our city. Our community will feel the impact for a very long time as connections to people and services are realized.

Over 60 communities across Ontario have declared intimate partner violence (IPV) an epidemic. Those communities are helping increase awareness and facilitate action to prevent and reduce the prevalence of this important societal problem.

We at Women In Crisis (Algoma) Inc. have seen and felt the increased need for services as our stats show that in 2022-23 we received 3,275 Crisis Calls, 498 Walk-Ins and had an occupancy rate of 98%. It is happening in our community; it is here, and the events of this week very clearly tell us, that the worst possible outcome from IPV can and does happen.

O.A.I.T.H. (Ontario Association of Interval and Transition Houses), has collected femicide data for several years using the hashtag, "We count Femicide because...".

In the September 2023 release of the "We count Femicide because..." newsletter there were 46 femicides since November 26, 2022. With the murder of the woman and three children in Sault Ste. Marie this count will rise to 50 in October 2023. In 2021-2022 there were 52 femicides in Ontario. Our province is losing a woman a week to IPV; when do we say enough is enough.

As communities continue to declare IPV an epidemic, it is critical that we join this movement so the realities of violence in Ontario is responded to and the 86 jury recommendations from the Renfrew County Coroner's Inquest are implemented.

We have the tools, the recommendations, the evidence of need and the capacity to implement. Let us join other communities and help be the voice of women and children who have lost their lives to IPV.

Respectfully,

Norma Elliott
Director of Community Relations & Finance

Kelly O'Donnell
Director of Programs & Staff



Rachel Tyczinski

Subject: FW: Declaration of IPV as an epidemic
Attachments: image002.png

From: Robin Kerr <robin@victimservicesalgoma.ca>

Sent: Friday, October 27, 2023 3:12 PM

To: Sonny Spina <s.spina@cityssm.on.ca>

Subject: Declaration of IPV as an epidemic

Good afternoon Sonny

Please share this information with all members of council.

The amount of individuals fleeing IPV continues to grow in the Algoma District. Victim Services of Algoma has continued to see an increase in stats since pre-COVID. From April 1, 2020 to March 31, 2021 we had 89 calls for services and assisted 180 individuals. From April 1, 2022 to March 31, 2023 that number increased to 241 calls for service and 278 individuals. This number represents all the communities we work with in our catchment area. As we are 1/2 way through our current fiscal year, we know that we will surpass the total number of calls we received the previous year.

As you are aware the CKW Inquest came out with 86 Recommendations for systemic changes. These recommendations are far-reaching and creative. The first one calls on the government of Ontario to declare IPV an epidemic.

Implementation of this recommendation would send a clear message to Ontario decision-makers that IPV is a serious social and public health issue. Labelling it as an epidemic would help Ontarians generally understand that IPV is a serious health issue. It would create a new lens through which policy, program and service decisions could be made. It would validate the realities of tens of thousands of women who have been or are being victimized by an abusive partner.

Robin Kerr
Executive Director
Victim Services of Algoma
705 945-6905
robin@victimservicesalgoma.ca





Mayor David West

T 905-771-2480

F 905-771-2500

david.west@richmondhill.ca



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

Attention: Mayor and Members of Council

Dear Mayor Shoemaker,

On behalf of myself and the City of Richmond Hill Members of Council, we wish to extend our heartfelt condolences to your community. There are no words to express the extent of grief in the face of the tragic and senseless loss of three of your children, one adult and the injury of another adult in last week's domestic violence attack.

Our thoughts and prayers go to the families of the victims, and also to the rest of your community as you struggle with this tragedy.

I know that the Sault is a wonderfully tight knit community and I have no doubt your citizens and leadership will be there for each other, but I also want you to know that Richmond Hill stands with you as you grieve.

Our thoughts are with you as you support your community through these challenging times.

With sincere condolences,

Mayor David West
City of Richmond Hill

Rachel Tyczinski

Subject: FW: A Message of Condolence

Hello Mayor and Council,

The recent tragedy in the Sault has profoundly affected this Community as a whole.

On behalf of the Mayor, Council and Staff from the Village of Hilton Beach, please see the following statement from Mayor Hope.

*We are saddened and heart broken by the recent tragic loss of life.
Our condolences and hearts are with our neighbouring communities at this time.
Mayor Robert Hope*

Additionally, more personally, I would also like to add that this has highlighted so many gaps in our social and government systems. Supports for mental health, funding for additional police services, addiction supports, and stronger legislation that would prevent the recurrence of domestic violence are some of the areas that need Provincial attention. For these reasons, Council for the Village of Hilton Beach will be considering a motion to urge the Province to declare Intimate Partner Violence an Epidemic at our next Council meeting on November 8th, 2023. I was pleased to see this on the City of Sault Ste. Marie's Agenda as well. As an area Municipal Clerk and as a ratepayer in the City of Sault Ste. Marie (Ward 4), I encourage you to support such a resolution.

Please know that your neighbours grieve with you at this very difficult time.

Most Sincerely,

Jillian Hayes, MA
Clerk-Treasurer
Village of Hilton Beach
3100 Bowker Street
P. O. Box 25
Hilton Beach ON P0R 1G0
T: 705-246-2242

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-168

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Algoma District School Board and The Huron Superior Catholic District School Board for the use of City Ice Surfaces and related areas for high school hockey.

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 October 30, 2023 between the City and The Algoma District School Board and The Huron Superior Catholic District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the use of City Ice Surfaces and related areas for high school hockey.

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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made in duplicate this 30th day of October 2023.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called the "City")
OF THE FIRST PART

- And-

THE ALGOMA DISTRICT SCHOOL BOARD
-and-
THE HURON SUPERIOR CATHOLIC DISTRICT SEPARATE SCHOOL BOARD
(Hereinafter called the "Highschool Hockey Board")
OF THE SECOND PART

WHEREAS the City is the owner and operator of the Northern Community Centre ("NCC") located at 556 Goulais Avenue, Sault Ste. Marie, GFL Memorial Gardens ("GFL") located at 269 Queen St East, Sault Ste. Marie, John Rhodes Community Centre ("JRCC") located at 260 Elizabeth St., Sault Ste. Marie.

AND WHEREAS the City has the authority to provide the ice surfaces situated in the Centres:

AND WHEREAS the City and Highschool Hockey Board have come to an agreement in respect to the said use of the City's Ice Surfaces and Related Areas.

NOW THEREFORE the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be in force for the term beginning October 1, 2023, and ending May 1, 2028 (the "Term") provided that Highschool Hockey Board has an option to renew this Agreement for a three-year extension commencing May 2, 2028 and ending May 1, 2031 (the "Renewal Term") subject to successful negotiations between the City and Highschool Hockey Board on a renewal, both parties acting reasonably. Highschool Hockey Board shall provide at least ninety (90) days' written notice to the City prior to the Term's expiry of its intent to renew in order to enter into negotiations regarding the "Renewal Term").

2. PREMISES

(a) The City agrees to provide the Highschool Hockey Board with the use of the Centres ice surfaces, dedicated dressing rooms (collectively the "Premises"), along with use of the common areas for users and spectators, and related areas at the Centres for the Highschool Hockey Board practices and games. The City will confirm practice and game dates by way of issuing a permit.

3. ICE CONDITION

The City agrees to keep the Ice Surfaces in the Premises in a reasonable playing condition at its expense and to provide attendants to resurface the ice at normal times for practices and games.

4. GAME TIMES

Game times are subject to the consent of the City, such consent not to be unreasonably withheld.

5. NO CHARGE PRACTICE OR GAME TIMES

The Highschool Hockey Board shall be allowed to practice or schedule games at the Premises between 3:30 p.m. and 5:00 p.m. at various Centres between Monday and Thursday at no additional cost to the Highschool Hockey Board. Youth rental rates apply outside of this timeframe.

6. STAFFING AND SECURITY

Highschool Hockey Board shall pay the costs incurred by the City to provide City Staff for selling and taking tickets, and for security and ushers for all games at the Centre arranged pursuant to this Agreement. To this end, the City shall determine such costs and invoice either the Huron Superior Catholic District School Board and/or the Algoma District School Board as applicable, and the amount so invoiced shall be immediately due and payable by the Huron Superior Catholic District School Board and/or the Algoma District School Board.

- (a) If the City determines as owner of the building, acting reasonably and in consultation with the Convenor of the Highschool Hockey Board, that additional security is necessary, it shall be provided by Highschool Hockey Board at its expense.
- (b) Highschool Hockey Board shall, at its sole expense, provide Police Officers for security when warranted. Recommendations whenever same is recommended and/or further when deemed appropriate by the Highschool Hockey Board in consideration of the Highschool Hockey Association Hockey League's by-laws.

7. RENT TO CITY

(a) Ice Rental Rate

Except for those "No Charge Practice or Game Times" as set out in Section 5 above, Highschool Hockey Board agrees to pay to the City for games and practices at the normal hourly ice rental rate charged by the City for "youth organized hockey (which is the lowest posted youth rate at this time)" for their normal ice allocated for the year.

(b) Payment Terms for Outstanding Debt, Ice Time, and Services

Highschool Hockey Board agrees to pay the city for the game and practice ice time used as follows:

- Highschool Hockey Board agrees to remain current concerning their invoices. Specifically, Highschool Hockey Board shall pay their invoices, in full, within 30 days of receiving same, as required by the City.
- If the Highschool Hockey Board does not abide by the Agreement with regards to the payment for its current invoice, staff will report to Council for its consideration.

8. (a) CONCESSION SALES

The City shall retain all revenues derived from concession sales for Highschool Hockey events and use of the Centres pursuant to this Agreement.

(b) GATE REVENUE

In keeping with past practice, the Highschool Hockey Board shall retain all revenues derived from gate revenues from the games played pursuant to this Agreement.

9. BROADCAST AND TELEVISION RIGHTS

All radio and television broadcasting rights are the property of Highschool Hockey Board.

10. CHARITABLE ORGANIZATIONS OPERATING DRAWS AND RAFFLES

- (a) The right of any organization to operate charitable fund-raising draws during a Highschool Hockey game shall be at the sole discretion of Highschool Hockey Board and shall be negotiated between Highschool Hockey Board and the charitable organization in question in accordance with applicable laws, regulations and by-laws.

- (b) If the Club wishes to hold any type of lottery scheme such as a raffle Highschool Hockey Board shall obtain the appropriate lottery license and comply with applicable laws, regulations and by-laws. A "raffle" is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise, cash, or a combination of the two. Please refer to the City of Sault Ste. Marie's "Alcohol Risk Management Policy - Section C Lottery License Requirements" for additional details.

11. **UNFORESEEN CAUSES**

Highschool Hockey Board agrees that the City shall incur no liability to Highschool Hockey Board for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the city.

Highschool Hockey Board agrees on its own behalf and shall also ensure the Club follows any Provincial Regulations, Algoma Public Health Unit Orders, or City policies that may pertain to the Centres that may be enacted from time to time after the signing of this agreement for the safety and wellbeing of the community.

12. **INSURANCE AND LIABILITY**

- (a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense and shall add "The Corporation of the City of Sault Ste. Marie" as an Additional Insured. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Term. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager.
- (b) Subject to Section 21, Highschool Hockey Board will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Premises for the purpose of attending or participating in any event in respect of which the Highschool Hockey Board occupies the Premises, except where such loss or damage arises out of the gross negligence or willful misconduct of the City.
- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify Highschool Hockey Board from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon Highschool Hockey Board from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by Highschool Hockey Board by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this Agreement or the gross negligence or willful misconduct of the City.

13. **TAXES**

- (a) The City shall, if engaged by Highschool Hockey Board to sell game tickets, pay Highschool Hockey Board any money collected pursuant to the Harmonized Sales Tax, and it shall be the sole responsibility of Highschool Hockey Board to remit that money to the Federal Government.
- (b) The City is licensed to collect and submit music tariffs for the Society of Composers, Authors and Music Publishers of Canada ("SOCAN"), and the cost of SOCAN fees shall be the responsibility of Highschool Hockey Board. Highschool Hockey Board shall pay all other entertainment tariffs directly to the applicable group or agency and provide the City with confirmation of same upon request. Highschool Hockey Board shall accept complete responsibility for any performance of copyright-protected music and agrees that the City will be in no way responsible for any infringement of copyright, which may occur on the premises during the Event and/or Highschool Hockey Board Use of the Premises.

14. SMOKE-FREE FACILITY

Highschool Hockey Board acknowledges that the Premises is a smoke-free facility. It shall be the responsibility of the Highschool Hockey Board to assist the City in enforcing this by-law with respect to any employees or personnel associated with the Club.

15. CANCELLATION

The City, acting reasonably, reserves the right to reschedule any date and time allotted to the Highschool Hockey Board upon giving the Highschool Hockey Board reasonable notice. If the Highschool Hockey Board has to cancel a game or practice, the Highschool Hockey Board is required to provide at least thirty (30) days' notice to the City to allow the City to rent the facility to another interested group(s). In the event that Highschool Hockey Board fails to give notice as required and the city is unable to rent the facility, regular rental charges set out in this Agreement will apply.

16. 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

Brent Lamming
Director, Community Services
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
b.lamming@cityssm.on.ca

ALGOMA DISTRICT SCHOOL BOARD

Joe Santa Maria
Associate Director of Corporate Services and Operations
Algoma District School Board
santami@adsb.on.ca

THE HURON SUPERIOR CATHOLIC DISTRICT SEPARATE SCHOOL BOARD

Fil Lettieri
Superintendent of Education
Mount St. Joseph Catholic Education Centre
fil.lettieri@hscdsb.on.ca

17. APPLICATION OF LEGISLATION

Neither the City nor Highschool Hockey Board shall incur any liability in the event that legislation is enacted by a provincial or federal government, which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

18. 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.

19. ASSIGNMENT OF AGREEMENT

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld.

20. TERMINATION

- a) Highschool Hockey Board or the City may terminate this agreement upon at least ninety (90) days' written notice to the other party.
- b) 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.
- c) Highschool Hockey Board 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 Premises.

21. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, the City acknowledges and agrees that:

- a. the remedies, recourse or rights of the City shall be limited to the Highschool Hockey Board, being the Algoma District School Board and the Huron Superior Catholic District School Board.
- b. the City unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than Highschool Hockey Board and its assets.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MATTHEW SHOEMAKER, MAYOR

RACHEL TYCZINSKI, CITY CLERK

LUCIA REESE, DIRECTOR OF EDUCATION
ALGOMA DISTRICT SCHOOL BOARD

DANNY VIOTTO, DIRECTOR OF EDUCATION
HURON SUPERIOR CATHOLIC DISTRICT
SCHOOL BOARD

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-171

TAXATION EXEMPTION: A by-law to repeal By-law 2019-212 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste Marie as a Municipal Capital Facility (Huron Street).

WHEREAS on November 4, 2019 City Council passed By-law 2012-212;

AND WHEREAS the by-law that was passed by City Council whose purpose was to provide for the taxation exemption for the Mill Market Sault Ste. Marie as a Municipal Capital Facility (Huron Street) should be repealed as Mill Market Sault Ste. Marie is no longer operating on the Huron Street property;

NOW THEREFORE 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. BY-LAW 2012-219 REPEALED

By-law 2012-219 is hereby repealed.

2. EFFECTIVE DATE

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

PASSED in open Council this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da \LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-171 REPEAL BY-LAW 2019-212 MILL MARKET SSM TAXATION EXEMPTION HURON STREET.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-172

AGREEMENT: A by-law to authorize the execution of the Licence Extension and Amending Agreement between the City and His Majesty the King in Right of Ontario as Represented by the Minister of Infrastructure for the use of provincial property abutting 64 Church Street for a section of the Hub Trail.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 1, 2024 between the City and His Majesty the King in Right of Ontario as Represented by the Minister of Infrastructure, a copy of which is attached as Schedule "A" hereto. This Agreement is for the use of provincial property abutting 64 Church Street for a section of the Hub Trail.

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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule “A”**LICENCE EXTENSION AND AMENDING AGREEMENT**

THIS AGREEMENT made in duplicate as of April 1, 2024.

B E T W E E N:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

(the “**Licensor**”)

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “**Licensee**”)

WHEREAS:

- A. By a licence agreement dated April 1, 2019 (the “**Original Licence**”), Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services did licence unto the Licensee for a term of five (5) years commencing on April 1, 2019 and ending on March 31, 2024 (the “**Original Term**”), the premises more particularly described as four thousand, four hundred twenty (4,420) square feet (the “**Licensed Premises**”), in the building municipally known as 64 Church Street, (the “**Licensed Premises**”), in the City of Sault Ste. Marie, in the Province of Ontario (the “**Lands**”), as more particularly described in Schedule “A” attached hereto.
- B. Pursuant to the terms of the Original Licence, the Licensee was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. By Order in Council No. 1198/2022, approved and ordered August 29, 2022, certain responsibilities in respect of Government property under the *Ministry of Infrastructure Act, 2011*, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the Minister of Government and Consumer Services to the MOI.
- D. The Licensee has now exercised its right to extend the Original Term in accordance with the terms of the Original Licence with an extension term commencing on April 1, 2024, and expiring on March 31, 2029 (the “**Extension Term**”).
- E. The Licensor and the Licensee have agreed to amend the Original Licence as hereinafter provided.
- F. The Original Licence, and as amended and extended herein, is hereinafter collectively referred to as the “**Licence**”, except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. EXTENSION OF LICENCE

The parties hereto agree that:

- (a) The Licence is hereby extended for the Extension Term.
- (b) The “Extension Term” shall be for an additional term period of five (5) years, commencing on April 1, 2024 and expiring on March 31, 2029.

3. LICENCE FEE FOR THE EXTENSION TERM

The Licensee hereby covenants to pay to the Lessor as a licence fee for the Extension Term the sum of One Thousand Five Hundred Dollars (\$1,500.00), (the "Licence Fee"), plus all applicable Sales Taxes, payable in advance prior to the commencement of this Extension Term.

"Sales Taxes" means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Lessor, or the Licensee, or in respect of this Licence Extension and Amending Agreement, or the payments made by the Licensee hereunder or the goods and services provided by the Lessor hereunder including, without limitation, the licence of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

In addition, the Licensee shall be responsible, at its sole cost and expense, for all other costs, expenses and charges whatsoever with respect to the Licensed Premises throughout the Extension Term, including, without limitation, operating costs, utilities, maintenance and minor repairs, along with snow and garbage removal, and any realty taxes (or payments in lieu thereof) attributable to the Licensed Premises.

The Licensee shall not be responsible for any realty taxes (or payments in lieu thereof) attributable to the Licensed Premises during the Extension Term.

If the Licensee defaults in the payment of the Licence Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Lessor may have hereunder or at law.

The Licensee shall send all Licence Fee payments to the following address:

CBRE Limited
120 Bremner Boulevard, Suite 1100
Toronto, Ontario M5J 0A8
Attention: OILC PLMS Accounts Receivable

4. AMENDMENT OF LICENCE

The extension contemplated in this Licence Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Licence, save and except that.

- (a) The Licensee shall pay to the Lessor all applicable Sales Taxes assessed on the Licence Fee payable by the Licensee to the Lessor under the Licence.
- (b) Intentionally deleted.
- (c) The Original Licence is amended as follows:
 - (i) The definition of "Environmental Laws" contained in Section 1 of the Original Licence is hereby deleted and replaced with the following:

"Environmental Laws" means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the Environmental Protection Act, R.S.O. 1990, c.E.19 (the "EPA"), the Environmental Assessment Act, R.S.O 1990, c. E.18, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, Ontario Regulation 153/04 (2004) under Part XV.1 of the EPA, as amended by Ontario Regulation 511/09 (2009), the Safe Drinking Water Act, 2002, S.O. c. 32, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01—"Airborne Contaminant Discharge-Monitoring and Reporting" under the EPA), as such statutes, regulations and guidelines may be amended from time to time.

(ii) In the Definitions section of the Original Licence, the definition of “Digital Data” shall be inserted:

“Digital Data” means data that is required to be released to the public pursuant to the Digital and Data Directive.””

(iii) In the Definitions section of the Original Licence, the definition of “Digital and Data Directive” shall be inserted:

“Digital and Data Directive” means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.”

(iv) Section 37 of the Original Licence is deleted in its entirety and replaced with the following:

"37. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed in the case of notice to the Lessor to the following address:

To the Lessor:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Real Estate Operations
Fax: (705) 564-7570
Email: REOpsnotices@infrastructureontario.ca

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Director, Legal (Leasing and Contract Management)
Fax: (416) 327-3376
Email: LeasingNotices@infrastructureontario.ca

And an additional copy to:

CBRE Limited
120 Bremner Boulevard, Suite 1100
Toronto, ON M5J 0A8
Attention: Global Workplace Solutions, Director, Lease Administration - OILC
Fax: (416) 775-3989
Email: iomleaseadmin@cbre.com

And in case of notice to the Licensee, to it in care of:

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Attention: Jeffrey King, Solicitor/Prosecutor, Legal Department
Fax: (705) 759-5404
Email: j.king3@cityssm.on.ca

Notices shall be delivered personally or by facsimile or by email or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal

business hours or on the next business day following if delivered outside of normal business hours in Ontario. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act*, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 37.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.”

- (v) Section 42 of the Original Licence is hereby deleted and replaced with the following:

“42. The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.”

- (vi) Section 46 shall be inserted as follows:

“46. The Licensee represents and warrants that, as of the date that this Licence is executed, the Licensee shall take all reasonable precautions as a prudent Licensee to ensure the health and safety of the Licensee, its Permittees, employees, service providers, agents, and those for whom the Licensee is in law responsible. The Licensee further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Licensor or any orders, ordinances, laws, rules, restrictions any by-laws of any public health official or governing bodies.

For purposes of this Licence, a “Health Emergency” means a situation where the Licensee, its Permittees, employees, service providers agents or anyone accessing the Lands or the Building may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority.”

5. GENERAL

- (a) The Licensor and the Licensee hereby mutually covenant and agree that during the Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Licence.
- (b) The Licence shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (c) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original Licence.
- (d) The provisions of this Licence Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

- (e) The Licensee acknowledges and agrees that this Licence, including all commercial and financial information herein, is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.

EXECUTED by each of the parties under seal on the date written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____, 2023.

**HIS MAJESTY THE KING IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF
INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this _____ day of _____, 2023.

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

Per: _____

Name: Matthew Shoemaker

Title: Mayor

Authorized Signing Officer

Per: _____

Name: Rachel Tyczinski

Title: City Clerk

Authorized Signing Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-173

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Municipal Property Assessment Corporation for Data Sharing and Services.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and Municipal Property Assessment Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for Data Sharing and 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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement (the “**DSSA**”) integrates and clarifies many existing MPAC-Municipality agreements including: The Service Level Agreement (the “**SLA**”), the Municipal License Agreement and Product Use Sheets, the Municipal Connect License and the Ontario Parcel Master Agreement General Municipal Licence Agreement (the “**OPMA GMLA**”).

The DSSA contains the following areas of focus:

- The **Service Level Agreement** establishes service levels for a comprehensive set of MPAC services and dependencies that the Municipality will make reasonable efforts to fulfill. These are the same service levels established by MPAC in 2018 with all municipalities. Dependencies include the Municipality’s timely delivery of building permits and building plans to MPAC. Notification of missed service levels has been reduced to 10 days and escalation procedures have been clarified.
- The **MPAC Permitted Uses of Municipality Documents** clarify how MPAC will use information supplied by the Municipality to fulfill its legislated mandate. In addition to meeting service levels, performing property assessment activities and fulfilling other statutory duties, MPAC will also use the Municipality’s information to update its databases to provide assessment data to the Municipality, other municipalities, taxpayers and stakeholders, and commercialize data and insights to offset the Municipality’s levy payments. The Municipality’s information will be protected from disclosure to, and unauthorized access by, third parties.
- The **Municipality Permitted Uses of MPAC Data Products** provide the Municipality and its consultants with expanded uses of MPAC data for internal planning, internal operational and external distribution uses. It also provides easier access to license custom products and for Municipality-owned and funded entities to access MPAC data.
- Finally, the **Data Terms and Conditions of Use** provide a reciprocal set of terms and conditions that govern all information licensed under this DSSA. The terms and conditions acknowledge the intellectual property rights of licensed information and require that both MPAC and the Municipality protect information (including third party information) in accordance with their respective obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Assessment Act* and this DSSA. Remedies are provided in the event of unauthorized use or disclosure of the information.

The DSSA was developed in consultation with representatives from the Municipal Liaison Group and is intended to be a framework for the continued evolution of the relationship between MPAC and the Municipality. The DSSA includes commitments for MPAC to regularly update service levels, dependencies, and data products in consultation with the Municipal Liaison Group.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS

Data Sharing and Services Agreement

This Data Sharing and Services Agreement is dated as of the January 1, 2024 (the “**Effective Date**”)

Between:

Municipal Property Assessment Corporation (“**MPAC**”)

And

The **Corporation of the City of Sault Ste. Marie** (the “**Municipality**”), (collectively the “**Parties**”)

1. Overview

This Agreement includes the following sections:

- Section 3: Service Level Agreement
- Section 4: MPAC Permitted Uses of Municipality Documents
- Section 5: Municipality Permitted Uses of MPAC Data Products
- Section 6: Data Terms and Conditions of Use

2. Appendices

The following appendices are incorporated into this Agreement:

- Appendix 1: Definitions
- Appendix 2: Service Level Agreement Exhibits

3. Service Level Agreement

3.1. Purpose

This Service Level Agreement (the “**SLA**”) is a statement of MPAC’s commitment to the Municipality to maintain high performance standards when providing Services, and the Municipality’s commitment to perform the Dependencies that MPAC requires to meet these standards.

3.2. MPAC Service Levels

MPAC will provide the Services in a manner that meets the Service Levels in Appendix 2 (Service Level Agreement Exhibits) pertaining to the Assessment Roll (Part 1); Assessment In-Year Maintenance (Part 2) and Support Services (Part 3).

3.3. Municipality Documents and Dependencies

The Municipality will make reasonable efforts to perform the Dependencies in such a manner and on a timely basis to enable MPAC to meet the Service Levels.

The Dependencies include:

- Dependencies specified in Appendix 2 (Service Level Agreement Exhibits); and
- Delivery of the following source documents (the “**Municipality Documents**”):

3.3.1. Building Permits and Building Plans

- Provide MPAC with all Complete Building Permits and available Building Plans within 30 days of issuance by the Municipality.
- Provide non-residential Building Plans to MPAC within 10 days of a request from MPAC.
- Provide MPAC with timely updates on the progress of construction, alterations and additions and notify MPAC that applicable properties have become occupied.
- Notify MPAC of any available information pertaining to new construction, alterations and additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.

3.3.2. Severances and Consolidations

- Deliver to MPAC (or MPAC’s agent) information required to process SCIFs including information on lot zoning, lot addresses and lot servicing.

3.3.3. Tax Applications and Vacancy Rebates

- Deliver all required supporting documentation available for a Tax Application to allow MPAC to process a Completed MPAC Response Form, including all documentation required from the taxpayer.
- Provide MPAC with all required supporting documentation by May 15th (or the next Business Day) for MPAC to respond to the Municipality regarding a Tax Application prior to August 15th of that same calendar year, or on such timeline as agreed to by the Parties.
- Deliver all required supporting documentation and information to support the processing of a Vacancy Unit Rebate Application.

3.3.4. Other Data as Mutually Agreed Upon by the Municipality and MPAC

- Deliver available digital official plan and zoning schedules (shape files), planning information and development application information (staff reports, studies, by-laws, etc.) as requested by MPAC and agreed to by the Municipality, acting reasonably.
- Deliver other Dependencies as agreed to by the Parties during the Term.

3.4. Delivery and Reporting

Each Party will make reasonable efforts to provide SLA deliverables to the other Party in the manner specified by the other Party, acting reasonably. This may include delivery by MPAC to the Municipality's Consultants and the use of electronic portals, e-permitting solutions and APIs.

MPAC will report on its Service Level performance through Municipal Connect. Where possible, SLA reports will indicate whether a failure to meet a Dependency affected MPAC's performance of the Services in accordance with a Service Level.

3.5. Relationship Meetings

Upon request from the Municipality, a MPAC Regional Manager and/or MPAC Account Manager shall meet the Municipality at an agreed-upon schedule to discuss the Service Levels, provided that MPAC shall meet the Municipality at least once per year unless otherwise declined by the Municipality.

3.6. MPAC Failure to Achieve a Service Level

If MPAC fails to meet a Service Level, MPAC will:

- 3.6.1.** Within 10 days, initiate a problem review to identify the causes of such failure;
- 3.6.2.** Within 30 days, provide a remediation plan and timelines to correct the problem;
- 3.6.3.** Within 60 days, make recommendations to improve procedures and communications between MPAC and the Municipality;
- 3.6.4.** Discuss the failure at the next relationship meeting;
- 3.6.5.** In the event of two consecutive failures of such Service Level or a failure of a Service Level with a Measurement Period of more than one year, the non- performance will be brought to the attention of the MPAC Vice President and Chief Operating Officer and the MPAC Vice President and Chief Valuation and Standards Officer; and
- 3.6.6.** In the event of additional consecutive failures of such Service Level after escalation, MPAC or the Municipality may refer the non-performance to the MPAC Quality Service Commissioner appointed pursuant to the *Municipal Property Assessment Corporation Act, 1997*, S.O. 1997, c. 43, Sched. G.

3.7. Municipality Failure to Meet Dependencies

MPAC will notify the Municipality of instances where a missed Dependency is at risk of causing or has caused a missed Service Level. MPAC will discuss the Dependency at the

next relationship meeting and work with the Municipality to make recommendations to improve procedures and communications between MPAC and the Municipality. The Municipality shall have no further liability or responsibility to MPAC whatsoever for any costs, expenses, losses or damages of any kind in relation to the Municipality's missed Dependency.

3.8. Exceptions to Failures to Meet Service Levels and Dependencies

Neither Party will be considered to have missed their respective Service Level or Dependency if the non-performance occurs as a consequence of any of the following events and the non-performing Party has taken reasonable efforts to mitigate non-performance:

- 3.8.1.** Changes in Applicable Laws;
- 3.8.2.** Failures by third parties not subcontracted by MPAC or the Municipality to provide data or information necessary for performance of the Service Level, including property owners, government, the ARB, courts and the Land Registry Office;
- 3.8.3.** Directions from any Governmental or Regulatory Authority that delay or prevent the performance of a Service Level; or
- 3.8.4.** Any other cause beyond the Party's reasonable control, including, third party network failures, cyberattacks, fires, riots, acts of war, labour disputes (including strikes and lockouts), pandemic, acts of terrorism, accident, explosion, flood, storm, acts of third party providers.

In addition, MPAC will not be considered to have missed a Service Level if the non-performance occurs as a consequence of any of the following events and MPAC has taken reasonable efforts to mitigate non-performance:

- 3.8.5.** Non-performance by the Municipality of a Dependency required by such Service Level; or
- 3.8.6.** The occurrence of any applicable exceptions in Appendix 2 (Service Level Agreement Exhibits).

3.9. Changes to Service Levels and Dependencies

MPAC will conduct a review of the Service Levels and Dependencies at least once every four years with the Municipal Liaison Group.

MPAC may propose the addition or modification of a Service Level or Dependency in consultation with the Municipal Liaison Group and other municipalities. MPAC will make reasonable efforts to agree on the proposed addition or modification with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice to the Municipality of the addition or modification of Service Levels or Dependencies following consultation with and approval by the Municipal Liaison Group. Upon the expiry of such notice period, the Service Levels or Dependencies will be deemed amended in accordance with the written notice.

Notwithstanding any other provision in this SLA, MPAC may at any time change or terminate any Service Levels or other provisions in this SLA if required by Applicable Laws.

3.10. Service Level Agreement Limitation of Liability

With respect to this Section 3 (Service Level Agreement), neither Party will be liable for any claim for a failure to meet a Service Level or Dependency, or any associated losses or damages, including any direct, indirect, consequential, special, tax related (including, for greater clarity, liability for loss of past or future tax revenue in the event an assessment is amended by MPAC, the ARB, or a court for any reason), administrative, or other loss or damage, credit, discount or other remedy in relation to this SLA or any alleged breach thereof, regardless of whether such claim arises in contract (including fundamental breach), tort or any other legal theory.

This SLA does not create any rights or liabilities for either Party beyond those set out in any applicable legislation, including the *Municipal Act, 2001, S.O. 2001, c. 25* and the regulations thereunder, and the *Assessment Act, R.S.O. 1990, c. A.31* (the “**Assessment Act**”) and the regulations thereunder, in each case, as amended from time to time.

For greater clarity, this SLA does not impact MPAC’s obligations under the *Assessment Act*, and MPAC will continue to perform such obligations as required by, and in compliance with, the *Assessment Act*. This SLA does not derogate from MPAC’s obligations under such policies, procedures and standards established by the Minister under Section 10 of the *Municipal Property Assessment Corporation Act, 1997, S.O. 1997, c. 43, Sched. G* (the “*MPAC Act*”) or the statutory duties of MPAC under the *Assessment Act* and/or *MPAC Act*. Where MPAC’s Service Levels under the DSSA differ from or conflict with such policies, procedures and standards, the requirement containing a more stringent, more timely or higher level of service by MPAC to the Municipality shall apply. The Municipality may request that the Minister issue an order under Section 10(3) of the *MPAC Act* to compel compliance by MPAC and/or may refer any non-compliance to the MPAC Quality Service Commissioner.

4. MPAC Permitted Uses of Municipality Documents

4.1. MPAC Licence to Municipality Documents

The Municipality will licence Municipality Documents to MPAC, subject to the Data Terms and Conditions of Use in Section 6 below, for the following uses pursuant to MPAC’s rights and obligations under the *Assessment Act*, the *MPAC Act* and other applicable legislation (the “**MPAC Permitted Uses**”):

- 4.1.1.** To meet the Service Levels outlined in the SLA;
- 4.1.2.** To perform property assessment, valuation and other duties assigned to MPAC and its property assessors pursuant to Section 9(1) of the *MPAC Act*; and
- 4.1.3.** To update, maintain, modify, adapt and verify MPAC databases and information.

Pursuant to Section 9(2) of the *MPAC Act*, updated MPAC databases are used to engage in any activity consistent with MPAC’s duties that MPAC’s board of directors considers to be advantageous to MPAC, which include the following:

- 4.1.3.1.** Providing taxpayers with information to review whether their property assessments are accurate and equitable;
- 4.1.3.2.** Providing MPAC Data Products to municipalities, including upper-tier municipalities through Municipal Connect and other stakeholders; and
- 4.1.3.3.** Commercialization of data to offset MPAC’s levy on municipalities.

For greater certainty, the MPAC Permitted Uses shall be in compliance with Applicable Law including MFIPPA and do not include disclosing the Municipality Documents (or any reproduction of the Municipality Documents) directly to any third party or enabling any third party to ascertain, derive, determine or recreate the Municipality Documents.

4.2. Access to Municipality Documents by MPAC Consultants

MPAC may disclose Municipality Documents to a consultant, contractor, agent or supplier retained by MPAC (a “**Consultant**”) solely for the MPAC Permitted Uses in accordance with this Agreement. MPAC is responsible for ensuring that any Consultant abides by the terms and conditions as set out in Section 6 (Data Terms and Conditions).

5. Municipality Permitted Uses of MPAC Data Products

5.1. MPAC Data Products

MPAC will licence products to the Municipality (the “**MPAC Data Products**”), subject to the Data Terms and Conditions of Use in Section 6 below, for the following permitted uses (the “**Municipality Permitted Uses**”):

- MPAC Data Products licensed only for Internal Planning Purposes;
- MPAC Data Products licensed only for Internal Planning Purposes and Internal Operational Purposes;
- MPAC Data Products licensed for Internal Planning Purposes, Internal Operational Purposes and specified External Distribution Purposes; and
- Custom Products subject to additional licensing terms.

5.2. Delivery

All MPAC Data Products will be delivered to the Municipality through Municipal Connect unless otherwise agreed to by the Parties. MPAC will provide an up-to-date list of all available MPAC Data Products and the associated Municipality Permitted Use(s) through Municipal Connect.

5.3. Internal Planning Purposes

For the purposes of this Agreement, an “**Internal Planning Purpose**” is defined as a municipal planning or assessment base management activity pursuant to Section 53 of the *Assessment Act* where MPAC Data is kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.

5.4. Internal Operational Purposes

For the purposes of this Agreement, an “**Internal Operational Purpose**” is defined as the delivery of operations, programs, services or information by the Municipality where MPAC Data is kept internal to the Municipality and only used for such operational purposes by the Municipality.

5.5. Access to MPAC Data Products by Consultants

The Municipality may disclose MPAC Data Products to a consultant, contractor, agent or supplier retained by the Municipality (a “**Consultant**”) solely for the Municipality’s use of such MPAC Data Products in accordance with this Agreement. The Municipality is responsible for ensuring that Consultant abides by the terms and conditions set out in Section 6 (Data Terms and Conditions).

5.6. External Distribution

For the purposes of this Agreement, an “**External Distribution Purpose**” is defined as the distribution of MPAC Data Products to any third party other than to a Consultant.

Certain MPAC Data Products are licensed to the Municipality for External Distribution Purposes. These MPAC Data Products will append terms and conditions that specify the permitted avenues for distribution and any access, use and security requirements.

The Municipality is responsible for ensuring that its distribution of such MPAC Data Products abides by any appended terms and conditions. Only specified MPAC Data Products are permitted to be published on the Municipality’s open data websites.

Other MPAC Data Products are not available for external distribution. The municipality may make a Custom Product request for additional external distribution licences.

5.7. Municipality Requests for Custom Products

The Municipality and wholly owned municipal entities may request that MPAC create and license additional custom products for the Municipality’s purposes (“**Custom Products**”). Fees and other licensing terms (including Municipality Permitted Uses) may apply.

In emergency situations and during any declared federal, provincial, or municipal states of emergency, MPAC will make all reasonable efforts to support a Custom Product request including those pertaining to External Distribution Purposes for the purpose of responding to or dealing with, or facilitating a response to or dealing with, the emergency situation or state of emergency.

5.8. Access to MPAC Data Products by Other Third Parties

Unless otherwise expressly permitted by the terms appended to an MPAC Data Product, other third parties to the Municipality including wholly owned and wholly funded municipal entities are not entitled to receive or use MPAC Data Products. Such third parties may contact their MPAC Account Manager to inquire about licensing MPAC Data for their own business purposes. Licensing terms will apply to all MPAC Data Products.

In determining whether fees will apply to MPAC Data Products for other third parties, MPAC will consider the following framework in collaboration with the third party requestor:

Entity Type	Fee for MPAC Data Products	Fee for Supplier Data	May Include But Not Limited To
100% Municipally Funded or Created Entities / DSSABs / LRAs / LSBs / Planning Boards / Conservation Authorities	No, Unless Custom Product	Yes Supplier Discounts May Apply	BIA / Economic Development, Childcare, Police Services, Fire Services, Emergency Services, Library Boards, Water / Wastewater, Social / Community Housing, Boards of Council, Committees of Council, DSSABs, LRAs, LRBs, Planning Boards, Conservation Authorities
Non-Profit Purpose			
Partially Municipally Owned / Funded Entities	Reduced or No Fees	Yes Supplier Discounts May Apply	Community Partnerships, Arena Boards, Business Incubators, Public Health Units
Non-Profit Purpose			
Municipal Entities, and Entities Not Created by the Municipality	Commercial Rates, With Consideration For Exceptional Circumstances	Yes	LDCs, Telecommunication Companies, Airports, Certain Infrastructure Projects
For-Profit Purpose			

5.9. Changes to MPAC Data Products

MPAC may propose the addition or modification of a MPAC Data Product including any appended terms and conditions in consultation with the Municipal Liaison Group.

MPAC will provide at least 90 days written notice for the addition or modification of any MPAC Data Product following consultation with the Municipal Liaison Group. Upon the expiry of such notice period, the amended MPAC Data Product will be deemed effective in accordance with the written notice.

6. Data Terms and Conditions of Use

6.1. Application

- 6.1.1. This Data Terms and Conditions of Use (the “**Terms and Conditions**”) will apply to the licensing of all MPAC Data Products and Municipality Documents (the “**Licensed Data**”).
- 6.1.2. Where supplementary terms and conditions have been appended to MPAC Data Products, they will override any conflict with these Terms and Conditions.
- 6.1.2.1. This includes data from the Ontario Parcel, where the provisions of the General Municipal Licence Agreement – OPMA Assessment Mapping Data Products (the “**OPMA GMLA**”) apply.

6.2. Licence Grants

- 6.2.1. MPAC hereby grants to the Municipality a non-exclusive, non-transferable and revocable right to use MPAC Data Products solely for the Municipality Permitted Uses

set out in Section 5, provided that the Municipality complies with these Terms and Conditions.

- 6.2.2.** The Municipality hereby grants to MPAC a non-exclusive, non-transferable and revocable right to use Municipality Documents solely for the MPAC Permitted Uses set out in Section 4, provided that MPAC complies with these Terms and Conditions.
- 6.2.3.** No other uses of the Licensed Data are permitted.

6.3. Restrictions

- 6.3.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will not:

- 6.3.1.1.** transfer, sell, lend, trade, pledge, sublicense, assign, lease, disseminate, disclose or otherwise dispose of Licensed Data, in whole or in part, or any reproduction of Licensed Data, in whole or in part, to any other person or entity, including its Affiliates;
- 6.3.1.2.** post or transmit Licensed Data on any publicly accessible network or open data website, including the Internet, or on any network that does not have secure access by internal authorized users only;
- 6.3.1.3.** modify, adapt, disassemble, reverse engineer, screen scrape, or otherwise tamper with Licensed Data, in whole or in part, or incorporate Licensed Data, in whole or in part, into anything to be used by another person or entity;
- 6.3.1.4.** use Licensed Data to engage in the development of any product or service that competes with the Licensor such as creating a product that competes with commercial data offerings;
- 6.3.1.5.** ascertain, derive or determine, or attempt to ascertain, derive or determine, algorithms or methodologies related to the creation or development of Licensed Data, in whole or in part, including the development of a model, algorithm or artificial intelligence which predicts an estimate or a proxy for any data element contained in the Licensed Data;
- 6.3.1.6.** remove, obscure or otherwise alter markings or notices on Licensed Data relating to the use or distribution of Licensed Data or the intellectual property and proprietary rights of the Licensor and its Suppliers in or to Licensed Data; or
- 6.3.1.7.** store, attempt to store or knowingly permit any person or entity to store Licensed Data, in whole or in part, so as to create a separate depository of Licensed Data or any part thereof, or a database.

For clarity, where the Municipality is the Licensee, the restrictions in this Section 6.3 apply only to the MPAC Data Products; where MPAC is the Licensee, the restrictions in this Section 6.3 apply only to the Municipality Documents.

6.4. Ownership of Licensed Data

- 6.4.1.** The Licensee acknowledges that Licensed Data contains confidential technical and commercial information of the Licensor and its Suppliers and agrees to ensure that Licensed Data will only be used for the applicable MPAC or Municipality Permitted Purposes by the Licensee.
- 6.4.2.** The Licensee acknowledges that (i) copyright, trade secret rights and other intellectual property and proprietary rights reside in Licensed Data, (ii) the Licensor and its Suppliers hold copyright and other intellectual and proprietary rights in Licensed Data and all right, title and interest in and to Licensed Data will at all times be vested in and remain the property of the Licensor, (iii) no change made to Licensed Data, however extensive, will affect or negate the right, title and interest of the Licensor and its

Suppliers in the Licensed Data; (iv) no ownership rights in the Licensed Data are transferred to the Licensee, and (v) the Licensor reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.

6.5. Disclaimers

- 6.5.1.** The Licensee acknowledges that (i) the Licensor provides Licensed Data on an “as is” and “where available” basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for the Licensee’s purpose or intent to provide updates, fixes, maintenance or support, (ii) the Licensor and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non-infringement of third party rights or those arising by law or by usage of trade or course of dealing, and (iii) all risk as to the results and performance of the Licensed Data is assumed by the Licensee.
- 6.5.2.** Where the Licensed Data is supplied by the Licensor through a website, the Licensee recognizes that the operation of the Licensor’s website may not be uninterrupted or secure. Without limiting the foregoing disclaimer, the Licensor makes no representation, warranty or condition that (i) its website is compatible with the Licensee’s equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components, or (v) use of its website will not infringe the rights (including intellectual property rights) of any person.
- 6.5.3.** The Licensee will not be obligated to defend any third party intellectual property claims made against the Licensor.

6.6. Indemnity and Limitation of Liability

- 6.6.1.** The Licensee agrees that (i) the Licensor and its Suppliers will not be liable to the Licensee or any other person for any late delivery of Licensed Data, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if the Licensor or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party, (ii) such limitation of liability will apply whether or not liability results from a fundamental term or condition or a fundamental breach of these Terms and Conditions, arising from use of Licensed Data or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, these Terms and Conditions, (iii) the Licensee agrees to indemnify and hold harmless the Licensor and its Suppliers and their respective officers, directors, employees and representatives from and against all claims, actions, damages or losses in respect of any breach of these Terms and Conditions by the Licensee, its Consultants or any third party that accesses the Licensor Data; and (iv) in respect of the indemnity provided in this section, the Licensee will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, the Licensor’s maximum aggregate liability for this Section 6 hereunder for the Licensed Data is limited to \$5,000.

6.7. No Unauthorized Disclosure of Licensed Data

- 6.7.1.** Unless otherwise authorized by these Terms and Conditions, the Licensee will hold all Licensed Data in confidence, and will not reproduce or otherwise disclose any

Licensed Data except to the Licensee's employees and Consultants to the extent such parties need to know such information to fulfil or perform their obligations under these Terms and Conditions, are informed of the confidential nature of Licensed Data, are directed to hold Licensed Data in the strictest confidence, and agree to act in accordance with these Terms and Conditions.

- 6.7.2.** The Licensee will make all reasonable efforts to ensure that Licensed Data is stored on its system or otherwise handled such that Licensed Data is secure from unauthorized access.
- 6.7.3.** The Licensee will promptly notify the Lessor of any misuse, misappropriation or unauthorized disclosure of such Licensed Data which has come to the Licensee's attention and promptly take all reasonably necessary corrective actions to investigate, contain and remediate the incident.
- 6.7.4.** The Licensee acknowledges that: (i) unauthorized disclosure of Licensed Data could reasonably be expected to significantly prejudice the competitive position of the Lessor and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Licensed Data to any other person without the written consent of the Lessor; and (ii) the Licensee will give, where reasonably practical and legally permissible, at least three business days notice to the Lessor of the possibility of any such decision, order or decision and will co-operate with the Lessor and its Suppliers in respect thereto.

6.8. Compliance with Applicable Laws Including Freedom of Information Requests and/or Disclosure to External Parties

- 6.8.1.** The Licensee agrees to comply with all Applicable Laws including the Licensee's obligations under MFIPPA.
- 6.8.2.** For greater certainty, when considering the statutory disclosure of any Licensed Data, in respect to a Freedom of Information request or otherwise, the Licensee acknowledges that it may be required to provide notice of Third Party Information to the Lessor under Section 21 of MFIPPA before any release decision is made. The Licensee may also transfer the relevant parts of an FOI request to the Lessor using the greater interest provisions of Section 18 of MFIPPA.

6.9. Records and Audit

- 6.9.1.** The Licensee agrees to maintain adequate records during the Term and for at least two years after termination of the Agreement to substantiate compliance. For greater certainty, such records may include user requests, access and storage logs, security policies, documented controls and contracts with third parties accessing Licensed Data.
- 6.9.2.** Upon at least ten days' written notice by MPAC, the Municipality will permit the MPAC or its representatives to access its premises, equipment and software during business hours to allow electronic or manual audits to be conducted solely for compliance with the Permitted Uses of MPAC Data Products, provided that MPAC and its representatives take all reasonable steps to minimize interference with the Municipality's operations.

6.10. Term and Termination

- 6.10.1.** The Term of this Agreement shall be four years from the Effective Date.
- 6.10.2.** Upon the conclusion of the Term, the Agreement shall automatically renew for an additional year unless the Municipality provides written notice to MPAC of its intent to

not renew the Agreement, in which event the Agreement shall terminate at the conclusion of the current Contract Year.

- 6.10.3.** The Parties may mutually agree in writing to terminate this Agreement.
- 6.10.4.** The Licensor may provide written notice to the Licensee where (i) the Licensee is in breach of any Terms and Conditions; or (ii) if these Terms and Conditions conflict with any Applicable Laws or legal instrument arising thereunder.
- 6.10.5.** The Parties will meet within ten days of such notice and make all reasonable efforts to develop and agree to a remedial course of action.
- 6.10.6.** Should the Parties be unable to agree to a remedial course of action, the Licensor may terminate the Licensee's licence and right to use the Licensor Data.
- 6.10.7.** In addition to or in lieu of termination rights, the Licensee agrees that the Licensor is entitled to injunctive relief to restrain any continuation of a breach of these Terms and Conditions after receipt of written notice to the Licensee to cease activities causing the breach.
- 6.10.8.** For greater clarity, any termination under these Terms and Conditions does not impact either Party's obligations to provide legislated products to the other Party, including MPAC's obligations to provide statutory products to the Municipality under the Assessment Act or other applicable legislation.

6.11. Destruction and Post Termination Obligations

- 6.11.1.** When Licensed Data is no longer required for the purposes set out in these Terms and Conditions or upon termination of the Agreement, upon request of the Licensor, the Licensee agrees to destroy Licensed Data and provide written confirmation of same.
- 6.11.2.** Notwithstanding the foregoing, if applicable, the Parties may retain one copy of applicable Licensed Data to permit the Parties to satisfy their respective regulatory record retention obligations, where such copy of Licensed Data will not be accessible by the Licensee or its officers, directors, employees, representatives or agents in the ordinary course.

7. General

- 7.1.1.** This Agreement will not be assignable, either in whole or in part, by either Party without the prior written consent of the other Party.
- 7.1.2.** This Agreement replaces and supersedes any earlier agreements, undertakings, arrangements or otherwise, verbal or in writing, between the Parties with respect to the subject matter covered, including the Service Level Agreement, the Municipal Licence Agreement and Product Use Sheets, the Municipal Connect Licence and the OPMA GMLA.
- 7.1.3.** Sections 6.3 (Restrictions), 6.4 (Ownership of Licensed Data), 6.5 (Disclaimers), 6.6 (Indemnity and Limitation of Liability), 6.7 (No Unauthorized Disclosure of Licensed Data), 6.9 (Records and Audit) and 6.11 (Destruction and Post Termination Obligations) will survive the termination of this Agreement.
- 7.1.4.** This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario and the Parties agree to attorn to the exclusive jurisdiction of the courts of Ontario for resolution of any dispute hereunder.
- 7.1.5.** Unless otherwise advised in writing, any notice to be delivered hereunder will, in the case of the Municipality, be to its Clerk at City Hall or Administrative Centre and, in the case of MPAC, will be to its President and Chief Administrative Officer.
- 7.1.6.** No waivers or amendments will be effective unless expressly written and signed by both Parties.

- 7.1.7.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with Applicable Laws.
-

By signing below, each Party acknowledges that it has read and understood the terms of this Agreement, and for good and valuable consideration, agrees to be bound by these terms:

"MUNICIPALITY"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signed: _____

Name: MATTHEW SHOEMAKER

Title: Mayor

Date: October 30, 2023

**MUNICIPAL PROPERTY ASSESSMENT
CORPORATION**

Signed: Carmelo Lipsi _____

Name: Carmelo Lipsi

Title: Vice-President and COO

Date: April 24, 2023.

Signed: _____

Signed: _____

Name: RACHEL TYCZINSKI

Name: _____

Title: City Clerk

Title: _____

Date: October 30, 2023

Date: _____

Data Sharing and Services Agreement Appendix 1 – Definitions

<u>Term</u>	<u>Definition</u>
Acknowledgment	The successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.
Affiliates	An affiliate as defined in the <i>Business Corporations Act, R.S.O. 1990, c. B.16.</i>
Agreement	The Data Sharing and Services Agreement.
API	Application Programming Interface
Applicable Laws	Applicable statutes, bylaws, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
Apportionment	An apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
ARB	Assessment Review Board.
Assessment Act	<i>Assessment Act, R.S.O. 1990, c. A.31.</i>
Assessment-Sale Price Ratio or ASR	Assessment-Sale Price Ratio has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Building Plan	Documents outlining the details of construction projects submitted to the Municipality.
Building Permit	A new official permit, or any updates or revisions to an existing official permit, issued by the Municipality, that evidences the granting by the Municipality of its formal permission for the commencement of construction, demolition, addition or renovation to a property.
Business Day	Monday to Friday, excluding Federal and Provincial statutory holidays observed by MPAC at its offices in Pickering, Ontario.
Condominium Plan	A new registered condominium plan.
Condominium Plan Information Form or CPIF	Condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended, or Section 322 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended.
Coefficient of Dispersion or COD	Coefficient of Dispersion has the meaning defined in the IAAO Glossary for Property Appraisal and Assessment (Second Edition).
Complete Building Permit	A Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).

<u>Term</u>	<u>Definition</u>
Completed MPAC Response Form	An MPAC Response Form completed by MPAC and delivered to the Municipality.
Completed Tax Application	A Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.
Completed Vacant Unit Rebate Application	A Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.
Consolidation	The amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.
Consultant	A consultant, contractor, agent or supplier retained by the Licensee who uses Licensed Data solely for the Licensee's use of Licensed Data in accordance with this Agreement, provided that prior to delivery of Licensed Data to Consultant, the Licensee has an executed contract with Consultant wherein Consultant agrees to adhere to Section 6 (Data Terms and Conditions of Use).
Contract Year	Initially, the period commencing on the Effective Date and ending 12 months following the Effective Date, and thereafter, each successive twelve-month period during the Term, provided that the final Contract Year will end on the last day of the Term.
Custom Products	Custom products created and licensed by MPAC to the Municipality subject to additional licensing terms and conditions. Custom Products may also be created and licensed by MPAC to third parties.
Data Terms and Conditions of Use	The terms and conditions for use by the Municipality, MPAC and Consultants of Licensed Data.
Dependencies	The activities which the Municipality must complete in a timely manner in order for MPAC to be able to perform the Services in a manner that meets the Service Levels.
DSSA	The Data Sharing and Services Agreement.
Effective Date	The date upon which the Agreement shall be effective.
Enquiry	An Urgent Enquiry and a Non-Urgent Enquiry.
External Distribution Purpose	The distribution of MPAC Data Products to any third party other than to a Consultant.
Governmental or Regulatory Authority	Any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board or tribunal or other law or regulation making entity having jurisdiction over MPAC or the Municipality.
IAAO	International Association of Assessing Officers.

<u>Term</u>	<u>Definition</u>
IAAO Standards	The technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Internal Planning Purposes	A municipal planning or assessment base management activity pursuant to Section 53 of the <i>Assessment Act</i> where MPAC Data Products are kept internal to the Municipality and not used for the delivery of operations, programs, services, information or any other purposes by the Municipality.
Internal Operational Purposes	The delivery of operations, programs, services or information by the Municipality where MPAC Data Products are kept internal to the Municipality and only used for such operational purposes by the Municipality.
Land Registry Office	Offices of the government of Ontario in which title or ownership in real property is registered.
Land Registry System	System through which land registration documents are submitted to and recorded by the Land Registry Office.
Licensed Data	MPAC Data Products for the Municipality; Municipality Documents for MPAC.
Licensee	The Municipality for MPAC Data Products; MPAC for Municipality Documents.
Licensor	MPAC for MPAC Data Products; the Municipality for Municipality Documents.
MFIPPA	<i>Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.</i>
Monthly PRAN Report	The report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC's issuance of such PRANs.
MPAC	Municipal Property Assessment Corporation.
MPAC Data Products	Licensed MPAC data products made available by MPAC in accordance with the Agreement.
MPAC Regional Manager	MPAC's Regional Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC Account Manager	MPAC's Account Manager of Municipal and Stakeholder Relations for the Municipality.
MPAC's Response Form	MPAC's form used for recording Tax Application information.
Measurement Period	The period of time used to measure MPAC's performance of a Service against the related Service Level.
MPlan	A new registered plan of subdivision.
Municipal Connect	MPAC's website portal for distributing MPAC Data Products to the Municipality.

<u>Term</u>	<u>Definition</u>
Municipal Liaison Group (MLG)	An MPAC committee comprised of municipal and association representatives. Membership reflects a broad spectrum of Ontario municipal issues and interests.
Municipal Licence Agreement	The Property Assessment Information Licence – Municipalities effective January 1, 2007 previously executed by the Parties.
Municipality	The municipality which is a Party to the Agreement.
Municipal Connect Licence	The Municipal Connect Terms and Conditions Of Use which authorized municipal users agreed to when accessing MPAC data on Municipal Connect.
Municipality Documents	Source documents from the Municipality required to meet the Dependencies.
New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either: (i) Building Permits issued in respect of such Property Categories during such calendar year; or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
New Assessment Report	A report that sets out: (i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.
Non-Urgent Enquiry	Any Enquiry received by MPAC from the Municipality submitted to MPAC's WorkSight portal.
Omitted Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> .
OPMA Agreement	The General Municipal Licence Agreement – OPMA Assessment Mapping Data Products which licenses Ontario Parcel data to the Municipality.
Parties	MPAC and the Municipality and Party means either one of them, as applicable.

<u>Term</u>	<u>Definition</u>
Permit Tracking System	MPAC's central repository of Building Permits.
PRAN	The Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act</i> , R.S.O. 1990, c. A. 31, as amended from time to time.
Preliminary New Assessment Forecast	MPAC's forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.
Product Use Sheets	Amendments to the Municipal Licence Agreement for MPAC data to fulfill the Municipality's custom MPAC data requests previously executed by the Parties.
Property Category	All properties located in the Province of Ontario that MPAC classifies as: (i) residential; (ii) residential condominium; (iii) commercial and industrial; or (iv) new registered plans of subdivision; or (v) properties owned by the Province of Ontario or the Government of Canada.
Property Class	The property classes set forth under the <i>Assessment Act</i> , R.S.O. 1990, c. A. 31, and the property subclasses provided in the regulations made thereunder, all as amended from time to time.
Response	The provision of a sufficient answer to the Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.
RPlan	A reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act</i> , RSO 1990 Ch.P.13, following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.
Severance / Consolidation Information Form or SCIF	The form which sets out information related to an Apportionment, and is used by the Municipality to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act</i> , 2001, S.O. 2001, c. 25, as amended, or Section 322(1) of the <i>City of Toronto Act</i> , 2006, S.O. 2006, c. 11, Sched. A, as amended.
Service Levels	The criteria set out in the SLA that MPAC commits to achieving when providing the Services.
Services	The services that MPAC provides to the Municipality as provided in the SLA.

<u>Term</u>	<u>Definition</u>
Service Level Agreement (SLA)	A set of Service Levels developed by MPAC and municipalities that establishes meaningful performance standards for assessment services.
Severance	The separation, authorized by the Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.
Supplementary Assessment Change	A change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act, R.S.O. 1990, c. A.31</i> , effective on the date on which the property commences to be used for any purpose.
Suppliers	For MPAC Data Products, MPAC and MPAC data licensors which may include Teranet Inc. and its affiliates and the Province of Ontario. For Municipality Documents, the Municipality and the Municipality's data suppliers.
Tax Application	An application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A</i> , as amended from time to time; (ii) in the case of a municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> , as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.
Term	The duration of the Agreement as specified in Section 6.10.
Terms and Conditions	The Data Terms and Conditions of Use.
Third Party Information	Trade secrets or scientific, technical, commercial, financial or labour relations information that is supplied by the Licensor to the Licensee in confidence, either implicitly or explicitly, pursuant to MFIPPA.
Timely Building Permit	A Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC's receipt of such Building Permit from the Municipality.
Timely Completed Tax Application	A Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.
Timely Completed Vacant Unit Rebate Application	Collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.
Urgent Enquiry	An Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.

<u>Term</u>	<u>Definition</u>
Vacant Unit Rebate Application	An application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006</i> , S.O. 2006, c. 11, <i>Sched. A</i> , as amended from time to time; or (ii) in the case of a municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011</i> , S.O. 2001, c. 25, as amended from time to time.
Year End Tax File	The electronic data file that MPAC delivers to the Municipality each calendar year for municipal planning and tax purposes.
Year End Tax File Error	A problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.

Appendix 2 - Service Level Agreement Exhibits

Pursuant to Section 3.2 of the Agreement, the following exhibits collectively provide the Service Levels to the Service Level Agreement.

PART 1 SERVICE LEVELS APPLICABLE TO THE ASSESSMENT ROLL

Service Level Name:	Accuracy of Assessment of Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
Definitions:	“IAAO Standards” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Farm Properties
Service Level Objective:	To measure the accuracy and/or uniformity of reassessment values, for farm properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio (“ASR”) as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion (“COD”) standards as set forth in the IAAO Standards.
Definitions:	“IAAO Standards” means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Multi-Residential Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for multi-residential properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio ("ASR") as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion ("COD") standards as set forth in the IAAO Standards.
Definitions:	"IAAO Standards" means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy of Assessment of Commercial and Industrial Properties
Service Level Objective:	To measure the accuracy and/or uniformity, for commercial and industrial properties, against the internationally recognized mass appraisal IAAO Standards.
Service Level Requirement:	Accuracy will meet the acceptable range of the Assessment-Sale Price Ratio ("ASR") as set forth in the IAAO Standards. Uniformity will meet the Coefficient of Dispersion ("COD") standards as set forth in the IAAO Standards.
Definitions:	"IAAO Standards" means the technical standards related to property tax administration, property tax policy, valuation of property, mass appraisal and related disciplines that are maintained and published by the IAAO, as amended from time to time.
Measurement Process:	This Service Level will be measured in accordance with the IAAO Standards. Where MPAC determines, acting reasonably, that there is inadequate sales data within a Municipality to calculate the ASR or COD, MPAC shall determine the appropriate geographic area to use to calculate a statistically reliable ASR or COD, as applicable.
Measurement Period:	N/A.
Frequency:	At the time of the province-wide reassessment.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	With the assessment roll.

Service Level Name:	Accuracy and Timeliness of Delivery of the Year-End Tax File
Service Level Objective:	To provide the Year-End Tax File annually no later than December 8th, in the agreed upon format, that can be successfully loaded into a Municipality's system.
Service Level Requirements:	<p>MPAC will deliver the Year-End Tax File to Municipalities no later than December 8th of each calendar year. If a Year-End Tax File Error is discovered that prevents the Year-End Tax File from being loaded, MPAC will provide a Year-End Tax File Error free replacement Year-End Tax File within seven Business Days of a Municipality notifying MPAC of the Year-End Tax File Error.</p> <p>MPAC will provide a minimum of six months' notice of any changes to the format of the Year-End Tax File.</p>
Definitions:	<p>"Year-End Tax File Error" means a problem with the Year-End Tax File that requires revisions by MPAC in order for the Municipality to load or levy taxes from such Year-End Tax File.</p> <p>"Year-End Tax File" means the electronic data file that MPAC delivers to each Municipality each calendar year for municipal planning and tax purposes.</p>
Measurement Process:	MPAC will monitor the number of timely Year-End Tax Files delivered by December 8th each calendar year to Municipalities in the agreed upon format, and will identify the number of Year-End Tax Files that cannot be loaded.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>Each Municipality must be capable of accepting the Year-End Tax File in the applicable format.</p> <p>Data provided in the Year-End Tax File may be used only in accordance with Section 53(3) of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually, and the report will include a list, provided by MPAC, of the quality control process checks performed by MPAC on the Year-End Tax File.

Part 2
SERVICE LEVELS APPLICABLE TO ASSESSMENT IN-YEAR MAINTENANCE

Service Level Name:	Timeliness of Processing Building Permit Notifications
Service Level Objective:	To ensure all Building Permit notifications are loaded to MPAC's Permit Tracking System database within a specified time.
Service Level Requirements :	<p><u>Paper Building Permits</u>. At least 90% of the total number of Building Permits that MPAC receives in paper format from a Municipality in a calendar month will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Not Received in the Predefined Format</u>. At least 90% of the total number of Building Permits that MPAC receives electronically from a Municipality in a calendar month that have not been completed in the predefined format as published by MPAC will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p> <p><u>Electronic Building Permits Received in the Predefined Format</u>: All Building Permits that MPAC receives electronically from a Municipality in a calendar month completed in the predefined format as published by MPAC, will be added into MPAC's Permit Tracking System within 30 days following MPAC's receipt of such Building Permits from such Municipality.</p>
Definitions:	<p>“Complete Building Permit” means a Building Permit that includes, at a minimum, the following information to enable MPAC to log it into the Permit Tracking System: (i) permit number; (ii) issue date; (iii) municipal address (iv) legal description and (iv) assessment roll number (where known).</p> <p>“Permit Tracking System” means MPAC’s central repository of Building Permits.</p> <p>“Timely Permit” means a Building Permit that MPAC added into the Permit Tracking System within 30 days following MPAC’s receipt of such Building Permit from the Municipality.</p>

Measurement Process:	MPAC will track each Building Permit that it receives in paper format from the moment it arrives in MPAC's central processing facility. Each paper-format Building Permit that MPAC receives at its Central Processing Facility will be stamped with the date and time of such receipt. MPAC will track each Building Permit that it receives electronically from the moment it is received in the designated mailbox or through the MPAC-designated web service.
Measurement Period:	Calendar month.
Formula:	Total number of Timely Permits in a calendar month ÷ Total number of Building Permits loaded into MPAC's Permit Tracking System for the Municipality in the same calendar month, expressed as a percentage.
Dependencies:	All Building Permits delivered by Municipalities to MPAC, whether electronically or in paper format, must be Complete Building Permits.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly.

Service Level Name:	Timeliness of Delivery of the Quarterly and Preliminary New Assessment Forecasts
Service Level Objective:	To deliver preliminary and quarterly forecasting reports to Municipalities predicting new assessment growth.
Service Level Requirements:	<p>MPAC will deliver a New Assessment Forecast to Municipalities within 30 days following the end of each of the first three quarters in a calendar year. For clarity, MPAC will deliver a total of three New Assessment Forecasts to Municipalities during a calendar year.</p> <p>MPAC will deliver a Preliminary New Assessment Forecast to Municipalities within 30 days following the commencement of the fourth quarter of each calendar year.</p>
Definitions:	<p>"New Assessment Forecast" means MPAC's forecasted increase to the assessed value of each Property Category during a calendar year that directly results from either (i) Building Permits issued in respect of such Property Categories during such calendar year or (ii) the Municipality notifying MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p> <p>"Preliminary New Assessment Forecast" means MPAC's forecasted increase to the assessed value of each Property Category during the immediately subsequent calendar year, based on: (i) Building Permits; (ii) notifications from the Municipalities in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (iii) other historical data and information that MPAC previously received in respect of each such Property Category.</p>
Measurement Process:	<p>MPAC will track the period of time from the end of the calendar quarter until MPAC delivers the New Assessment Forecast.</p> <p>MPAC will track the period of time beginning at the commencement of the fourth calendar quarter until MPAC delivers the Preliminary New Assessment Forecast.</p>
Measurement Period:	Calendar quarter.
Formula:	N/A.

Dependencies:	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must contain sufficient information to enable MPAC to predict accurate new assessment growth.</p>
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	<p>Quarterly for the New Assessment Forecasts (except for the fourth calendar quarter of a calendar year).</p> <p>Annually for the Preliminary New Assessment Forecast.</p>

Service Level Name:	Timeliness of MPAC's delivery of the New Assessment Report to Municipalities.
Service Level Objective:	To provide a report to Municipalities that compares actual versus forecasted new assessment growth.
Service Level Requirement:	MPAC will deliver the New Assessment Report to Municipalities within 30 days following the end of each calendar year.
Definitions:	<p>"New Assessment Report" means a report that sets out:</p> <p>(i) MPAC's forecasted increase to the assessed value of each Property Category <u>during each of the immediately preceding five calendar quarters</u> that directly results from Building Permits issued in respect of such Property Category during each such quarter or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada; and (ii) MPAC's forecasted increase to the assessed value of each Property Category <u>during a calendar year</u> that directly results from Building Permits issued in respect of such Property Category during such calendar year or notifications from the Municipality in respect of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada.</p>
Measurement Process:	MPAC will track the period of time from the end of the calendar year until MPAC delivers the New Assessment Report.
Measurement Period:	Calendar year.
Formula:	N/A.
Dependencies:	<p>All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality.</p> <p>Municipalities must notify MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada in a timely manner.</p> <p>All notifications by Municipalities to MPAC of new construction, alterations or additions to properties owned by the Province of Ontario or the Government of Canada must</p>

	contain sufficient information to enable MPAC to predict accurate new assessment growth.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annual.

Service Level Name:	Processing of Supplementary and Omitted Assessments
Service Level Objective:	Process Supplementary Assessment Change and Omitted Assessment Change in a timely manner.
Service Level Requirement:	Process at least 85% of the total value of Supplementary Assessment Change and related Omitted Assessment Change within one year of such Supplementary Assessment Change or Omitted Assessment Change, and the balance of the total value of Supplementary Assessment Change and related Omitted Assessment Change in accordance with the requirements of Sections 33 and 34 of the <i>Assessment Act</i> .
Definitions:	<p>"Supplementary Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for supplementary treatment in accordance with Section 34 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31, effective on the date on which the property commences to be used for any purpose.</p> <p>"Omitted Assessment Change" means a change in assessed value as a consequence of construction following issuance of a Building Permit that is liable for omitted tax treatment in accordance with Section 33 of the <i>Assessment Act</i>, R.S.O. 1990, c. A.31.</p>
Measurement Process:	<p>For each Property Category, MPAC will track the period of time it takes from when the property commences to be used until the Supplementary Assessment Change and the related Omitted Assessment Change is entered into and approved in MPAC's systems.</p> <p>For each Property Category, MPAC will measure the Supplementary Assessment Change and the related Omitted Assessment Change attributable to properties that commence to be used that are entered and approved in MPAC's systems.</p>
Measurement Period:	Calendar year.
Formula:	$\frac{\text{Total value of Supplementary Assessment Change and Omitted Assessment Change for each Property Category within the calendar year approved in MPAC's systems within one year following the date each property becomes occupied}}{\text{Total value of Supplementary Assessment Change and the Omitted Assessment Change for that same Property Category within the calendar year, expressed as a percentage}}$

Dependencies:	All Building Permits delivered by Municipalities to MPAC must be Complete Building Permits and must be received by MPAC within 30 days following their issuance by the Municipality. The Municipality must provide non-residential building plans to MPAC within 10 days of request by MPAC. The Municipality must notify MPAC that applicable properties have become occupied and/or provide MPAC with timely updates on the progress of construction, alterations or additions.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Annually.

Service Level Name:	Timeliness of Delivery of Monthly PRAN Reports
Service Level Objective:	To deliver Monthly PRAN Reports to Municipalities by specified dates.
Service Level Requirements:	MPAC will deliver the Monthly PRAN Report to Municipalities within 30 days following the end of each calendar month.
Definitions:	<p>“Monthly PRAN Report” means the report prepared by MPAC that sets out: (i) all of the PRANs issued by MPAC during the immediately preceding calendar month; (ii) changes in property values and Property Class associated with such PRANs, excluding changes due to factual errors related to school support and MPlans; and (iii) reasons for MPAC’s issuance of such PRANs.</p> <p>“MPlan” means a new registered plan of subdivision.</p> <p>“PRAN” means the Post Roll Amended Notice, which MPAC may issue to correct one or more factual errors in the assessed value, classification or tax status of a property pursuant to Section 32(1.1) of the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, as amended from time to time.</p> <p>“Property Class” means the property classes set forth under the <i>Assessment Act, R.S.O. 1990, c. A. 31</i>, and the property subclasses provided in the regulations made thereunder, all as amended from time to time.</p>
Measurement Process:	N/A.
Measurement Period:	Calendar month.
Formula:	N/A.
Dependencies:	N/A.
Additional Exceptions:	N/A.
Delivery of Service Level Report by MPAC:	Monthly

Service Level Name:	Timeliness of Delivery of the Severance/Consolidation Information Form (“SCIF”)
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of SCIFs within 150 days of plan registration
Service Level Requirement:	<p>At least 90% of the total number of SCIFs in respect of MPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following such registration.</p> <p>100% of the total number of SCIFs in respect of MPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration.</p> <p>At least 90% of the total number of SCIFs in respect of RPlans registered in the Land Registry System during a calendar year will be delivered by MPAC to the Municipality within 150 days following the registration of the first sale on such RPlan.</p> <p>100% of the total number of SCIFs in respect of RPlans registered in the Land Registry System will be delivered by MPAC to the Municipality within one year following such registration of the first sale on such RPlan.</p>
Definitions:	<p>“Apportionment” means an apportionment by MPAC of the assessed value made pursuant to Section 356 of the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended, or Section 322 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p> <p>“Consolidation” means the amalgamation of two or more lots or parcels of land that have the same ownership, into one parcel or lot of land.</p> <p>“MPlan” means a new registered plan of subdivision.</p> <p>“RPlan” means a reference plan, a graphical representation of descriptions of land, and representations of divisions of land, under the <i>Planning Act</i>, RSO 1990 Ch.P.13, following a transfer of a property, that is deposited in a Land Registry Office located within the Province of Ontario.</p> <p>“SCIF” means the Severance/Consolidation Information Form, which sets out information related to an Apportionment, and is used by Municipalities to apportion unpaid taxes among the parcels as provided under section 356(1) of <i>Municipal Act</i>,</p>

	<p>2001, S.O. 2001, c. 25, as amended, or Section 322(1) of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended.</p> <p>“Severance” means the separation, authorized by a Municipality or its authorized delegate, of a piece of land to form a new lot or a new parcel of land.</p>
Measurement Process:	For each property, MPAC will track the period of time commencing when the applicable MPlan or RPlan and sale is registered in the Land Registry System until the SCIF in respect of such MPlan or RPlan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	<p>Total number of SCIFs in respect of MPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of MPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p> <p>Total number of SCIFs in respect of RPlans delivered to the Municipality within 150 days in a given reporting period ÷ total number of SCIFs in respect of RPlans were delivered to the Municipality within the same reporting period, expressed as a percentage.</p>
Dependencies:	Delivery by the Municipality to MPAC (or MPAC’s agent) of required information in order for MPAC to be able to process SCIFs including, without limitation, information on lot zoning, lot addresses, and lot servicing.
Additional Exceptions:	Any delay in MPAC’s receipt of the information from the Land Registry System and/or any other third party required in order to complete the SCIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of Delivery of the Condominium Plan Information Form (“CPIF”)
Service Level Objective:	To deliver to Municipalities at least 90% of the total number of CPIFs within 150 days following registration.
Service Level Requirement:	<p>At least 90% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System during a calendar year will be delivered by MPAC to Municipalities within 150 days following such registration.</p> <p>100% of the total number of CPIFs in respect of Condominium Plans registered in the Land Registry System will be delivered by MPAC to Municipalities within one year following such registration.</p>
Definitions:	<p>“Condominium Plan” means a new registered condominium plan.</p> <p>“CPIF” means condominium plan information form which is used by the Municipality as a basis to apportion the unpaid taxes pursuant to Section 356 of the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended, or Section 322 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, <i>Sched. A</i>, as amended.</p>
Measurement Process:	For each property, MPAC will track the period of time from when the Condominium Plan in respect of such property is registered in the Land Registry System until the CPIF in respect of such Condominium Plan is entered into MPAC’s systems and thereby delivered to the Municipality.
Measurement Period:	Semi-annually.
Formula:	Total number of CPIFs delivered to the Municipality within 150 days in a given reporting period ÷ total number of CPIFs delivered to the Municipality in the same reporting period, expressed as a percentage.
Dependencies:	N/A.
Additional Exceptions:	Any delay in MPAC’s receipt of information from the Land Registry System and/or any other third party required in order to complete the CPIF.
Delivery of Service Level Report by MPAC:	Semi-annually.

Service Level Name:	Timeliness of delivery of completed Tax Applications
Service Level Objective:	To complete and return to Municipalities at least 90% of Tax Applications within 90 days of receipt.
Service Level Requirements :	<p>At least 90% of the total number of Tax Applications received by MPAC during a calendar year will be reviewed, responded to and such response delivered through MPAC's Response Form to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p> <p>All Tax Applications received by MPAC on or before May 15th of a calendar year will be reviewed, responded to and such responses delivered by MPAC to the Municipality on or before August 15th of that same calendar year.</p>
Definitions:	<p>"Completed Tax Application" means a Tax Application whose factual information MPAC has reviewed and for which MPAC has provided a response on MPAC's Response Form, for the Municipality's use in deciding whether to approve or reject the Tax Application.</p> <p>"MPAC's Response Form" means MPAC's form used for recording Tax Application information.</p> <p>"Completed MPAC Response Form" means an MPAC Response Form completed by MPAC and delivered to the Municipality.</p> <p>"Tax Application" means an application for a refund of, or adjustment to, property taxes that: (i) in the case of the City of Toronto, has been filed under Sections 323 or 325 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended from time to time; (ii) in the case of a Municipality other than the City of Toronto, has been filed under Sections 357 or 358 of the <i>Municipal Act, 2001</i>, S.O. 2001, c. 25, as amended from time to time; and (iii) the Municipality has delivered to MPAC for MPAC's review.</p> <p>"Timely Completed Tax Application" means a Completed Tax Application that MPAC has delivered to the Municipality within 90 days following MPAC's receipt of such Tax Application.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Tax Application from the Municipality until MPAC

	delivers a Completed Tax Application to such Municipality. MPAC will track the accuracy of Completed Tax Applications.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Tax Applications in a calendar quarter for the Municipality ÷ Total number of Tax Applications received by MPAC in that same calendar quarter for the Municipality, expressed as a percentage.
Dependencies:	MPAC must receive all required supporting documentation to the Tax Application in order to process a Completed MPAC Response Form, including, without limitation, all documentation required from the taxpayer. In order for MPAC to deliver a response in respect of a Tax Application to a Municipality prior to August 15 th , MPAC must receive all required supporting documentation to such Tax Application, including, without limitation, all documentation required from the taxpayer, by May 15 th (or the next Business Day) of that same calendar year.
Additional Exceptions:	The failure of any third party to provide any information required to accurately provide a Completed Tax Application or MPAC's Response Form.
Delivery of Service Level Report by MPAC:	Quarterly.

Service Level Name:	Timeliness of Delivery of Completed Vacant Unit Rebate Applications
Service Level Objective:	To complete and return 100% of the original and interim Vacant Unit Rebate Applications within 60 days.
Service Level Requirement:	100% of the total number of Vacant Unit Rebate Applications received by MPAC during the calendar quarter will be reviewed, responded to and such response delivered by MPAC to the Municipality within 60 days following MPAC's receipt of such Vacant Unit Rebate Application.
Definitions:	<p>"Completed Vacant Unit Rebate Application" means a Vacant Unit Rebate Application whose factual information MPAC has reviewed and responded to.</p> <p>"Timely Completed Vacant Unit Rebate Application" means collectively, a Completed Vacant Unit Rebate Application and the property specific facts related to such Vacant Unit Rebate Application, that MPAC has delivered to the Municipality within 60 days of MPAC's receipt of such Vacant Unit Rebate Application.</p> <p>"Vacant Unit Rebate Application" means an application for a vacant unit rebate of property taxes that: (i) in the case of the City of Toronto, has been filed as part of Toronto's tax rebate program that it created and maintains as required by Section 331 of the <i>City of Toronto Act, 2006</i>, S.O. 2006, c. 11, Sched. A, as amended from time to time; or (ii) in the case of a Municipality other than the City of Toronto, has been filed as part of such Municipality's tax rebate program that it created and maintains as required by Section 364 of the <i>Municipal Act, 2011</i>, S.O. 2001, c. 25, as amended from time to time.</p>
Measurement Process:	MPAC will track the period of time commencing when MPAC receives a Vacant Unit Rebate Application from the Municipality until MPAC delivers a Completed Vacant Unit Rebate Application and related factual information in respect of such Vacant Unit Rebate Application to such Municipality.
Measurement Period:	Calendar quarter.
Formula:	Total number of Timely Completed Vacant Unit Rebate Applications for a Municipality in a calendar quarter ÷ Total number of Vacant Unit Rebate Applications received by MPAC for such Municipality in that same calendar quarter, expressed as a percentage.

Dependencies:	MPAC must be in receipt of all necessary information from the Municipality in order to process a Vacant Unit Rebate Application.
Additional Exceptions:	This Service Level does not apply to Vacant Unit Rebate Applications that are resubmitted pursuant to section 41(1) of O. Reg. 121/07 made under the <i>City of Toronto Act</i> , as amended from time to time, in the case of the City of Toronto, or in the case of all Municipalities except for the City of Toronto, section 4(1) of O. Reg. 325/01 made under the <i>Municipal Act</i> , as amended from time to time.
Delivery of Service Level Report by MPAC:	Quarterly.

Part 3
SERVICE LEVEL APPLICABLE TO SUPPORT SERVICES

Service Level Name:	Response to and Resolution of Municipal Enquiries
Service Level Objective:	To acknowledge and resolve Enquiries from Municipalities within specified time periods
Service Level Requirement:	<p>Urgent Enquiries: Response to Municipality of Urgent Enquiries received by the MPAC Regional Manager or the MPAC Account Manager (as applicable) within two Business Days of MPAC's receipt of such Enquiry.</p> <p>Non-Urgent Enquiries: Acknowledgment to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within one Business Day of MPAC's receipt of such enquiry.</p> <p>Response to Municipality of Non-Urgent Enquiries submitted to MPAC's WorkSight portal within 30 days of MPAC's receipt of such email.</p>
Definitions:	<p>"Acknowledgment" means the successful registration of an Enquiry in MPAC's WorkSight portal, which will be communicated to the Municipality.</p> <p>"Enquiry" means an Urgent Enquiry and a Non-Urgent Enquiry.</p> <p>"Non-Urgent Enquiry" means any Enquiry received by MPAC from a Municipality submitted to MPAC's WorkSight portal.</p> <p>"Response" means the provision of a sufficient answer to a Municipality's Enquiry, not including any follow up or further Enquiries, and/or the provision of a reasonable timeline for the complete resolution of the Enquiry.</p> <p>"Urgent Enquiry" means an Enquiry that would reasonably be viewed by the Municipality and MPAC as having a material impact on the Municipality's ability to properly bill and collect taxes or which is required for the purposes of answering a question of material importance at a council meeting.</p>
Measurement Process:	MPAC will track all Urgent Enquiries and Non-Urgent Enquiries and will track all Acknowledgment and Response times.

Measurement Period:	Calendar quarter
Formula:	For a given Municipality, the total number of Enquiries addressed within 30 days of receipt in a given reporting period ÷ the total number of Enquiries addressed in the same reporting period, expressed as a percentage.
Dependencies:	Municipalities must clearly articulate each question and provide to MPAC all required supporting information. Municipalities must properly identify and justify that an Enquiry is an Urgent Enquiry.
Additional Exceptions:	Any Urgent Enquiries or Non-Urgent Enquiries that are part of a Request for Reconsideration or any appeal proceeding will not be counted for the purposes of this Service Level. Any Urgent Enquiries or Non-Urgent Enquiries that must be reviewed by MPAC's Legislation and Policy Support Services Department will not be counted for the purposes of this Service Level. In order for this Service Level to apply, Urgent Enquiries or Non-Urgent Enquiries must be MPAC's sole responsibility. If MPAC requires any information, data, or advice from any third party, this Service Level will not apply.
Delivery of Service Level Report by MPAC:	Quarterly.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-174

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the multi-use path over part 0 Cooper Street.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 19, 2023 between the City and Sault Ste. Marie Region Conservation Authority, a copy of which is attached as Schedule "A" hereto. This Agreement is for the multi-use path over a portion of 0 Cooper 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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY SAULT STE. MARIE REGION CONSERVATION AUTHORITY LANDS

THIS LICENSE AGREEMENT made this 19th day of September, 2023.

B E T W E E N:

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

(herein referred to as "SSMRCA")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

WHEREAS SSMRCA is the registered owner of the lands and premises at the eastern end of property municipally known as "O Cooper Street" (aka Central Creek Channel) in the City of Sault Ste. Marie described in PIN 31596-0048 (LT) (the "SSMRCA Lands");

AND WHEREAS City Council has approved the construction of a multi-use-path and bridge from Cooper Street, to Goulais Avenue, through the Northern Community Centre site (hereinafter the "MUP"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS the MUP includes an approximately 23-metre pedestrian scale bridge which will traverse over the Lands (hereinafter the "Bridge");

AND WHEREAS City staff was directed to pursue an agreement to secure use of the Lands required for the MUP and Bridge;

AND WHEREAS SSMRCA is prepared to grant to the City the right to occupy the Licensed Area for the a portion of the MUP and Bridge subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by SSMRCA and the mutual covenants, agreements and promises hereinafter set forth, the parties hereby covenant and agree as follows:

1. SSMRCA grants to the City the right to occupy the Licensed Area for a period commencing October 1, 2020 (the "Term") and ending on September 19, 2024. This License Agreement shall automatically renew on a yearly basis (the "Renewal Term") thereafter on the same terms and conditions unless

terminated by notice in writing by either party not less one-hundred-and-twenty (120) days' prior to the expiration of the Term or any Renewal Term.

2. The Licensed Area shall only be used for the MUP and Bridge which shall be constructed approximately in accordance with the dimensions and at the locations as marked in dark grey and identified in Schedule "A". The City shall not use or permit the Licensed Area to be used for any purpose other than the purpose set out herein.

3. The City shall not assign, transfer or make any other disposition of this License Agreement or of the rights conferred hereby, without the prior written consent of SSMRCA, which consent may be arbitrarily refused or withheld.

4. The City shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the MUP and Bridge and any other matters related directly or indirectly thereto. The City shall indemnify and save harmless SSMRCA from any costs, liabilities and expenses incurred by SSMRCA that may result from the MUP and Bridge and any matters related directly or indirectly thereto.

5. The SSMRCA acknowledge and shall permit the City to access the lands with the necessary equipment to construct and maintain the MUP.

6. The City confirms that SSMRCA has not provided any representation, warranty or other assurance regarding the suitability of the Licensed Area, SSMRCA Lands or any part thereof, for the intended use by the City. The City acknowledges that it has carried out an inspection of the SSMRCA Lands and Licensed Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licensed Area on an "as is where is" basis.

7. The City shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the MUP and Bridge or its removal. The City shall save harmless and fully indemnify SSMRCA from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which SSMRCA may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City of such approvals, permits, plans, assessments, proposal, and studies.

8. The City shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Channel and all matters related to this License Agreement and shall save harmless and fully indemnify SSMRCA from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which SSMRCA may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City with such Laws, By-Laws, Rules and Regulations.

9. The City shall indemnify and save harmless SSMRCA from all costs and expenses caused to or incurred by SSMRCA and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out

of or connected with, the MUP and Bridge, the intent being that SSMRCA shall be at no risk or expense to which it would not have been put had the Channel not been placed on the Licensed Area.

10. The City agrees to defend, indemnify and save harmless SSMRCA and its officers, directors, employees, affiliates, consultants, agents, and contractors or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the City, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Channel, or any other activities related directly or indirectly to the Channel or otherwise arising out of or connected with this Agreement.

11. During the Term the City shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licensed Area. The City agrees to regularly inspect and maintain the Licensed Area in a manner that is consistent with the overall character of the remainder of the SSMRCA Lands. In the event that the City fails to maintain the Licensed Area in a manner satisfactory to SSMRCA in SSMRCA's sole discretion, SSMRCA may terminate this License Agreement on one-hundred-and-twenty (120) days' written notice to the City.

12. Upon written request from the SSMRCA at the conclusion of the Term or Renewal Term(s), or upon early termination of this License Agreement, the City shall within one-hundred-and-twenty (120) days' of same, promptly remove all materials related to the Channel, complete all necessary cleanup activities and restore the Licensed Area to the condition it existed prior to its use of the Licensed Area, to the satisfaction of SSMRCA.

13. The City hereby acknowledges and agrees that the City has no proprietary right, title or interest in the Licensed Area, and that same is and shall remain the property, title and right of SSMRCA.

14. The City shall maintain appropriate insurance coverage and limits for the risks and property of its use of the Lands which may include but not be limited to, general liability and property coverage. Upon request, the City shall provide the SSMRCA with a certificate of insurance for all insurance coverage maintained, which may be required to show the SSMRCA as a named insured.

15. The City, at its sole cost and expense, may register a Notice of this License Agreement on title to the Licensed Area only with the prior express written consent of SSMRCA, which consent shall not be unreasonably or arbitrarily withheld. Any such Notice shall only contain the minimum requirements for registration. Upon the termination of this License Agreement, the City shall promptly take all steps necessary at its sole cost and expense to cause the Notice of this License Agreement to be deleted from title.

16. Any notice pursuant to any of the provisions of this License Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Email: m.borowiczsibenik@cityssm.on.ca

In the case of notice to SSMRCA to:

Corrina Barrett, General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority
Email: cbarrett@ssmrca.ca

17. This License Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

18. The provisions of this License Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

19. The parties hereto acknowledge and agree that the recitals and Schedules "A" appended hereto shall form part of this License Agreement.

20. This License Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

6. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

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IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 19th day of September, 2023.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Per:

C. Barrett
GENERAL MANAGER – CORRINA BARRETT

Per:

S. Hollingsworth
BOARD CHAIR – SANDRA HOLLINGSWORTH

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

MAYOR – MATTHEW SHOEMAKER

Per:

CITY CLERK – RACHEL TYCZINSKI

We have the authority to bind the Corporation

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-175

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Algoma District School Board for the multi-use path over part 636 Goulais Avenue.

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 August 28, 2023 between the City and Algoma District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the multi-use path over a portion of 636 Goulais Avenue.

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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY ALGOMA DISTRICT SCHOOL BOARD LANDS

THIS LICENCE AGREEMENT made this 28th day of August, 2023.

B E T W E E N:

ALGOMA DISTRICT SCHOOL BOARD

(herein referred to as the "ADSB")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as "City")

WHEREAS the ADSB is the registered owner of the lands and premises municipally known as "636 Goulais Ave" and legally described in PIN 31596-0083(LT) (the "ADSB Lands");

AND WHEREAS City Council has approved the construction of a multi-use-path and bridge from Cooper Street, to Goulais Avenue, through the Northern Community Centre site (herein in after the "MUP"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS the MUP consists of approximately 500 metres of multi-use path, which will accommodate pedestrians, cyclists, and other forms of active transportation in accordance with any by-laws applicable to the Hub Trail;

AND WHEREAS City staff was directed to pursue an agreement to secure use of the Lands required for the MUP;

AND WHEREAS ADSB is prepared to grant to the City the right to occupy the Licenced Area for the MUP, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the ADSB and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. ADSB grants to the City the right to occupy the Licensed Area for a period of one (1) year commencing on October 1, 2020 (the "Term") and ending on August 28, 2024. This License Agreement shall automatically renew on a yearly basis (the "Renewal Term") thereafter on the same terms and conditions unless terminated by notice in writing by either party not less than 6 months prior to the expiration of the Term or any Renewal Term.
2. The Licenced Area shall only be used for the MUP which shall be constructed in accordance with the dimensions and at the locations as marked in yellow and identified in Schedule "A" to this Licence Agreement. The City shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.
3. The City acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.
4. The City shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the ADSB.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Email: m.borowiczsibenik@cityssm.on.ca

In the case of notice to the ADSB to:

Joe Santa Maria
c/o Superintendent of Business
Algoma District School Board
644 Albert Street East,
Sault Ste. Marie, Ontario P6A 2K7

6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

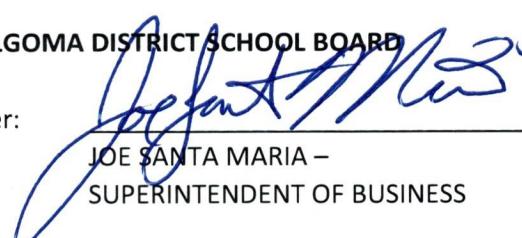
8. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.

9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

10. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document. and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

11. The parties hereto agree that the recitals herein, Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 28th day of August, 2023.

ALGOMA DISTRICT SCHOOL BOARD

Per: _____
JOE SANTA MARIA –
SUPERINTENDENT OF BUSINESS
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

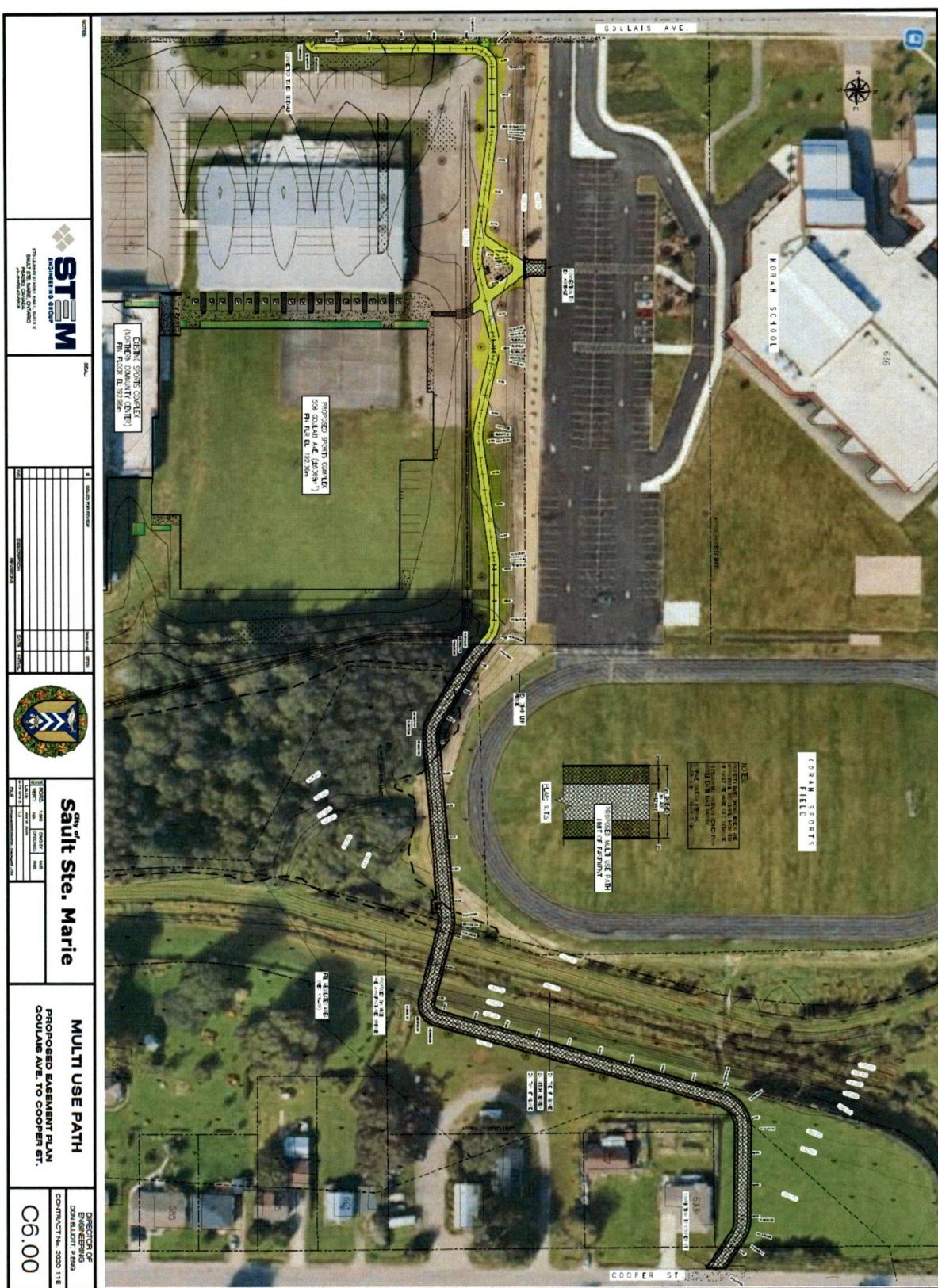
Per: _____
MAYOR – MATTHEW SHOEMAKER

Per: _____
CITY CLERK – RACHEL TYCZINSKI

We have the authority to bind the Corporation

SCHEDULE "A"

Description of Licensed Space



SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The City shall be permitted to use the Licensed Area for the MUP in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement.
3. At no time shall ADSB be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the MUP or any other matters related directly or indirectly thereto. The City shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the MUP. The City shall indemnify and save harmless the ADSB from any costs, liabilities and expenses incurred by the ADSB that may result from the MUP and any matters related directly or indirectly thereto.
4. ADSB acknowledge and shall permit the City to access the lands with the necessary equipment to construct and maintain the MUP.
5. The City confirms that the ADSB has not provided any representation, warranty or other assurance regarding the suitability of the Licensed Area, ADSB Lands or any part thereof, for use by the City. The City acknowledges that it has carried out an inspection of the ADSB Lands and Licensed Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licensed Area on an "as is where is" basis.
6. The City shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the MUP. The City shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the ADSB may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City of such approvals, permits, plans, assessments, proposal, and studies.
7. The City shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the MUP and all matters related to this Licence Agreement and shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City with such Laws, By-Laws, Rules and Regulations.
8. The City shall indemnify and save harmless the ADSB from all costs and expenses caused to or incurred by the ADSB and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the MUP, the intent being that the ADSB shall be at no risk or expense to which it would not have been put had the MUP not been placed on the Licensed Area.
9. The City agrees to defend, indemnify and save harmless the ADSB and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the City, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the MUP, or any other activities related directly or indirectly to the MUP or otherwise arising out of or connected with this Agreement.

10. If, at the sole discretion of the ADSB and/or emergency personnel, the ADSB and/or emergency personnel requires access to any portion of the Licensed Area, such that removal of any portion or the entirety of the MUP is required, the City shall in no way restrict such access and the ADSB and/or emergency personnel shall in no way be responsible for restoring the MUP to its condition prior to such access by the ADSB and/or emergency personnel.

11. During the Term, the City shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licensed Area. The City agrees to regularly inspect and maintain the Licensed Area in a manner that is consistent with the overall character of the remainder of the ADSB Lands. In the event that the City fails to maintain the Licensed Area in a manner satisfactory to the ADSB in the ADSB's sole discretion, the ADSB may terminate this Licence Agreement on one-hundred-and-twenty (120) days' written notice to the City. The City further acknowledges and agrees that its use and operation of the Licensed Area shall not interfere with the use and maintenance of the remainder of the ADSB Lands.

12. If instructed to by the ADSB at the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City shall within one-hundred-and-twenty (120) days' of same, promptly remove all materials related to the MUP, complete all necessary cleanup activities and restore the Licensed Area to the condition it existed prior to its use of the Licensed Area, to the satisfaction of the ADSB.

13. The City hereby acknowledges and agrees that it has no proprietary right, title or interest in the Licensed Area, and that same is and shall remain the property, title and right of the ADSB.

14. The City shall maintain appropriate insurance coverage and limits for the risks and property of its use of the ADSB Lands which may include but not be limited to, general liability and property coverage. Upon request, the City shall provide the ADSB with a certificate of insurance for all insurance coverage maintained, which may be required to show the ADSB as a named insured.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-176

AGREEMENT: A by-law to authorize the execution of the Management Agreement between the City and Tourism Sault Ste. Marie which outlines functions and administrative support services.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 1, 2023 between the City and Tourism Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Management Agreement outlines functions and administrative support 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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Management Agreement") made effective as of September 1, 2023 (the "Effective Date")

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

"THE CITY"

-and-

TOURISM SAULT STE. MARIE

"TSSM"

RECITALS:

- A. Whereas TSSM was established to provide advice and guidance to the City on the strategic development of the City's tourism sector and will be utilizing the Municipal Accommodation Tax ("MAT") to carry out the objects as set out in the Letters Patent of TSSM;
- B. And whereas the City had agreed to provide the services of City staff to assist TSSM in carrying out its mandate and responsibilities as set out in the Letters Patent and TSSM's By-Law #1;
- C. And whereas TSSM as represented by its Board of Directors, wishes to engage the City to manage its business and the City desires to honour, operate, manage and administer Agreements subject to the approval of the Board of the TSSM;
- D. And whereas both the City and the TSSM shall each remain their own corporate entities;
- E. And whereas TSSM acknowledges it does not have any employees, and that the staff of the City performed a number of administrative, management and operational duties on behalf of TSSM as further described in the Management Agreement, in effect from July 1, 2020, to August 31, 2023;
- F. And Whereas the parties wish to enter into a new Management Agreement with changes made to the financial aspects that were once performed by City Staff;

- G. And Whereas TSSM and the City further agree that TSSM has no supervisory role or function over staff or employees of the City who perform work or carry out tasks for TSSM as agreed and as set out in this Agreement;
- H. And whereas both TSSM and the City acknowledge that any and all managerial support and staff actions in supporting TSSM under this agreement shall be provided free of charge and without consideration to assist TSSM in carrying out its mandate and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties adopt as true the Recitals set out above shall form part of this agreement, and the parties agree as follows:

ARTICLE 1 ADMINISTRATION

- 1.0 TSSM acknowledges that City staff will perform several functions and administrative support services on its behalf. The City shall not receive any funds from TSSM for City Staff providing these services. More specifically, the City shall:
 - (i) Manage agreements for projects of TSSM;
 - (ii) Provide general administration, specifically assist in the administration of TSSM board meetings, including:
 - (A) Prepare and post meeting agendas;
 - (B) Convene and attend meetings, if necessary;
 - (C) Prepare and distribute minutes of TSSM board meetings;
 - (D) Maintain the Corporate Minute Book, with appropriate oversight by the Board to maintain their corporate responsibilities;
 - (E) The City shall provide a room for TSSM board meeting at no charge and City Staff will organize the hospitality for the meetings at TSSM's expense; and
 - (F) Assist in coordinating any City, TSSM and third-party reports.
 - (iii) Assist TSSM in developing a long-term strategic plan;
 - (iv) Prepare and distribute information to the public and development partners as necessary;

- (v) Prepare and distribute annual status reports to TSSM with respect to projects and any funds provided to the City from TSSM; including operations activity and financial or accounting activity;
 - (vi) Plan, strategize, apply for grants and negotiate for new agreements, submit bids for events and conferences, and provide appropriate updates and reporting on the performance and outcomes of these agreements; and
 - (vii) Allocate and advance eligible funds to TSSM in accordance with applicable Regulations;
- 1.1 Aside from the bookkeeping and accounting services provided by the City, TSSM acknowledges that it is responsible for the following:
- (i) TSSM shall now maintain its daily day-to-day records of booking and accounting functions relating to income and expenses and transactions conducted by TSSM;
 - (ii) TSSM will also approve and maintain its financial assets, bank accounts, independent external auditor, and all aspects of its own financial and accounting records;
 - (iii) TSSM recognizes that it will be responsible for its own financial statement audits and corporate financial reporting; and
 - (iv) TSSM will engage in their own procurement and agrees to follow the procurement procedure and policies of the City's Procurement Bylaw 2020 -141, as amended, or any successor thereof.
- 1.2 Notwithstanding Section 1.0, the parties acknowledge and agree that while City staff are assisting in the administrative functions of TSSM as set out herein:
- (i) City staff shall prepare TSSM board meeting minutes and agendas for submission to the TSSM board for formal and final approval; and
 - (ii) The TSSM board is the entity formally responsible for formal and final approval of any matters and requirements as set out in the Ontario *Business Corporations Act*, R.S.O. 1990, c.B.16 and any other applicable legislation.

ARTICLE 2

RESPONSIBILITY FOR CITY EMPLOYEES

- 2.0 The City agrees to indemnify, defend and hold TSSM harmless from any liability, claim and reasonable legal expense, resulting from the actions of an employed City employee who is carrying out duties as outlined in this management agreement.

ARTICLE 3 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 3.0 The address and contact information for notices for TSSM and the City under this Management Agreement shall be:

The Corporation of the City of Sault Ste. Marie
 Attention: Deputy CAO, Community Development and Enterprise Services
 99 Foster Drive,
 Sault Ste. Marie, ON P6A 5X6
 (705)759-5264
 t.vair@cityssm.on.ca

Tourism Sault Ste. Marie
 Attention: Beverley Barber, Chair of the Board of Directors
 Richard Walker, Secretary
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

- 3.1 The parties agree either party can terminate this Management Agreement upon 90 calendar days written notice to the other party.
- 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 obligations arising out of agreements and such administrative contracts and otherwise carrying out the intent of this Management Agreement.

ARTICLE 4 BINDING NATURE

- 4.0 This Management 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.

ARTICLE 5 GOVERNING LAW

- 5.0 This Management Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and federal laws of Canada as may be applicable therein.

ARTICLE 6 COUNTERPARTS

- 6.0 This Management 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.

ARTICLE 7

TERM

- 7.0 This Management Agreement will be in effect for a term of three years and can be renewed for subsequent terms with TSSM and the City.

IN WITNESS WHEREOF the parties have executed this Management Agreement effective as of September 1, 2023.

TOURISM SAULT STE. MARIE

Per:

Beverley Barber

Name: *Beverley Barber*

Title: Chair of the Board of Directors

Per:

Rachel Walk

Name:

Title: Secretary/Treasurer

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

Per:

Name: Matthew Shoemaker

Title: Mayor

Per:

Name: Rachel Tyczinski

Title: City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-177

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 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2023-177

1. ALLEN'S SIDE ROAD

PART PIN 31610-0252 (LT)
PT SEC 33 KORAH PT 1 1R13978; CITY OF SAULT STE. MARIE

2. BASE LINE

PIN 31616-0232 (LT)
PART OF WEST 1/2 OF NORTH WEST 1/4 SECTION 2 PARKE
DESIGNATED AS PART 4 PLAN 1R14012; CITY OF SAULT STE. MARIE

3. CRESTWOOD AVENUE

PART PIN 31496-0361 (LT)
BLOCK 23, PLAN 1M567, SAULT STE. MARIE

4. MORGAN COURT

PIN 31595-0424 (LT)
MORGAN COURT, PLAN 1M576, SAULT STE. MARIE

5. SADDLE CRESCENT

PIN 31511-0279 (LT)
SADDLE CRESCENT, PLAN 1M588; SUBJECT TO AN EASEMENT AS IN
T324987; SUBJECT TO AN EASEMENT AS IN AL36971; CITY OF SAULT
STE. MARIE

6. FIFTH LINE EAST

PART 31508-0183 (LT)
PT SEC 8 TARENTORUS PT 2 & 3 1R10664; SAULT STE. MARIE

7. 361 NORTHERN AVENUE EAST

PIN 31530-0172 (LT)
PT LT 606-607 PL 589 ST. MARY'S; PT 3 1R14035; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2023-178

PARKING: A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" TO BY-LAW 90-305 REPEALED

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

BADGE SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
SCHEDULE "A"		
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151 PARR,DEREK	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
163 BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196 MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
252 TRAVESEN,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
276 SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344 HARPE,KEN	HOLIDAY INN.	320 BAY ST.
366 TROILO,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370 HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
374 TAAVELANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
411 MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
443 MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
448 HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463 MORIN,ALEX	CORPS. OF COMM.	GREAT LAKES FOREST RESEARCH CENTRE
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465 DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
484 MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/ NORTHERN COMMUNITY CENTRE
493 BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
516 GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
517 ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
541 DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
568 LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
566 SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
568 PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574 BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
599 BUMBACCO,CARL	CB HOME INSTALLATIONS	321 JOHN ST /342,346 ST GEORGES AVE.
601 HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
602 GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603 LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607 FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608 ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609 ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611 MIIZI,PRESTON	WENDYS	1 QUEEN ST W
616 BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420 A&MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622 PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623 AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624 MIHALIUUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
627 BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633 HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
634 TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637 TOMASONE,LUGI	LOUS AUTOMOTIVE	317 ALBERT ST E
638 SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643 SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
644 SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
646 BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
648 GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653 BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
664 HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJS MARKET
666 MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666 AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
668 BOREAN,RICK	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
670 MC GUIRE,STEVE	REGEANT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671 MC GUIRE,PATRICK	REGEANT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674 DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676 THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677 MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678 PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679 CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680 ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687 POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688 KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689 SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694 LIPPE,ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington Street West
694 LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696 CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697 OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698 DEPLOYNT, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707 FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington St W
708 POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711 MASON,STEPHEN	Riversedge Developments	503 BAY ST
712 KOOSTACHIN, ANDREW	Ontario Finnish Resthome	729 North St.
713 Cho, Linda	Jenex Cho Enterprises	129 Second Line West
714 DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715 MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
717 GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington St W
718 SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington St W
723 ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENS CENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
724 ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725 PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727 CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731 NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732 GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
732 KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington St W
738 BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737 MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN ST E
740 VERMA, ABHISHEK	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoa Public Health/314 Wellington St W/1139 Queen /303 MacDonald/405 Queen
741 DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742 VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	84 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAS AVE
743 MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744 MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/221 MACDONALD AVE
745 QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
747 SCOTT, RYAN	YMCA	235 MCNABB STREET
748 GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET

750	NEVEAU, ERIC	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
758	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	Belleuve Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar Park&Marina, Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pm St, 331 Korah Rd & 149A Trunk Rd/275 Second Line W
765	LAPRADE, DANIEL	KC SECURITY	Belleuve Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar Park&Marina, Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pm St, 331 Korah Rd & 149A Trunk Rd/275 Second Line w
766	PALARO, DONALD	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK & BELLEVUE MARINA
768	TULLOC, BRANDON	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
769	WEST, NADINE	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
776	FRANCE, ADAM	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	S.ALT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKALA	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
788	LAJISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 10 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
793	DEEVEY, CODY/LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
794	CHIASSON, VIOLOA	WILLIAMS McDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST, 62/67 ALLARD ST
795	PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
796	SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
797	PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
798	ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
799	VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
800	GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST), 30 KING ST
801	FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
802	ROBERT, LEONARD	NORTHEAST SECURITY	773 GREAT NORTHERN RD (GROUP HEALTH CENTRE)
803	MCMILLAN, TAYLOR	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
804	STOROZUK, JAMES	SKYLINE LIVING	621,627,631 MACDONALD AVENUE
805	MCLURG, SCOTT	SKYLINE LIVING	621, 627, 631 MACDONALD AVENUE
806	LEMIRE, MICHEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
807	PIHELGAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOU PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREET	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
809	AYUSH, AYUSH	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
810	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
811	BOUCHARD, EMILY	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
812	KAUR, PARMINDERJIT	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
813	KAUR, SIMRANJIT	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
814	NATT, THAKUR	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
815	WAGNER, MATTHEW	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
816	DHANEKAR, PUSHKAR	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
817	SEABROOK, CARRIE	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
818	THOROGOOD, WILLIAM	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
819	BOND, JACLYN	STATION MALL	STATION MALL, 293 BAY ST
820	ADAMS, MERRICK	STATION MALL	STATION MALL, 293 BAY ST
821	SWINN, MITCHELL	STATION MALL	STATION MALL, 293 BAY ST
822	BIRCH, KYLE	STATION MALL	STATION MALL, 293 BAY ST
823	DESGAGNES, ALYSSA	STATION MALL	STATION MALL, 293 BAY ST
824	RIGGINS, DAKOTA	STATION MALL	STATION MALL, 293 BAY ST
825	TURCO, DEVON	STATION MALL	STATION MALL, 293 BAY ST
826	STONEMAN, ROBERT	OFRA	721/23/725/27 NORTH STREET
827	HUNTER, JASON	OFRA	721/23/725/27 NORTH STREET
828	PIGEAU, MARNEY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
829	VERMA, TARUN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
830	TRUDEL, SAMUEL	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
831	KAUR, HARNOOR	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
832	RAINVILLE, KEELY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
833	SEHGL, RAJU	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
834	PARNEET KAUR	NORTHEAST SECURITY	SAULT COLLEGE
835	AAKANKSHA, AAKANKSHA	NORTHEAST SECURITY	GREENWOODS LOCKSMITH
836	GREENWOOD, AUDREY	GREENWOODS LOCKSMITH	41 ALBERT ST W
837	RATHBONE, NORMAN	NORTHEAST SECURITY	S.COLLEGE/A/UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
838	MORRELL, DIANE	CITY OF SAULT STE MARIE	JOHN RHODES
839	LITALIEN, MICHELLE	SAULT COLLEGE	SAULT COLLEGE
840	CIRCI, ELVIS	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
841	SONI, AASHUTOSHKUMAR	NORTHEAST SECURITY	GROUP HEALTH CENTRE SITES
842	WRIGHT, ROBERT	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
843	MAY, TAINA LIISA	VJ PROPERTY MANAGEMENT	70 EAST ST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-179

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **Wilding Park Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Wilding Park Subdivision** was registered in the Land Titles Division on **June 11, 1912 as Plan 6541**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Wilding Park Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. PART OF WILDING PARK SUBDIVISION DEEMED NOT REGISTERED

Lots 337 and 338-339 Plan 6541, Wilding Park Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

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. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-179 Deeming By-law, Lots 337 and 338-339, Plan 6541 for Sandra Tassone and Gerald Welton (23 and 25 Prentice Avenue).docx

This drawing is for information purposes only. It does not form part of the By-law.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-180

PROPERTY EXPROPRIATION: A by-law to acquire by expropriation the lands known municipally as 350 Fifth Line East and being PT SEC 7 TARENTORUS AS IN T298928; S/T T29202; S/T B2809; SAULT STE. MARIE.

WHEREAS the Corporation requires the lands hereinafter described for the westerly expansion of the ground water contaminate attenuation zone;

AND WHEREAS the Corporation has attempted to acquire the said lands by negotiation and purchase without success;

AND WHEREAS Section 6 of the *Municipal Act*, 2001, S.O. 2001, c.25 confers on the Corporation the power to expropriate land;

AND WHEREAS after notice was served and given in accordance with the requirements of the *Expropriations Act* R.S.O. 1990, c.E.26 no person has applied for an inquiry to be held into the expropriation;

AND WHEREAS the Council of the Corporation has authorized an application for approval to expropriate the lands hereinafter described.

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, enacts as follows:

1. That approval is hereby granted for the expropriation of the lands described as PIN 31508-0074 (LT) PT SECT 7 TARENTORUS AS IN T298928; S/T T20202; S/T B2809; SAULT STE. MARIE, for municipal purposes in connection with the City's landfill expansion.
2. That the Council authorizes the execution of the Certificates of Approval and the Expropriation Certificates set out on the draft Expropriation Plans.
3. That the City Solicitor is hereby authorized to cause the Expropriation Plans to be registered and thereby effect the expropriation of the said lands and to generally take such action as is required to complete the work required to give effect to this by-law.
4. That the Corporation is hereby authorized to enter and take possession of the expropriated lands on the day permitted under the *Expropriations Act*, R.S.O. 1990, c.E.26 ("the Act") or pursuant to any Court Order thereunder, or pursuant to any agreement entered into between the owners and the Corporation.

5. That Staff is hereby authorized to deliver such Notices, Offers and Appraisal Reports in accordance with section 25 of the Act. And to take all other steps and give all other notices required by the Act.
6. That this by-law shall come into force and effect on the day upon which it is passed.

PASSED in open Council this 30th day of October 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da \LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-180 EXPROPRIATION 350 FIFTH LINE E.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-181

DEVELOPMENT CONTROL: A by-law to designate the lands located at 251 Industrial Park Crescent (severed portion) an area of site plan control (Algoma Power Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

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

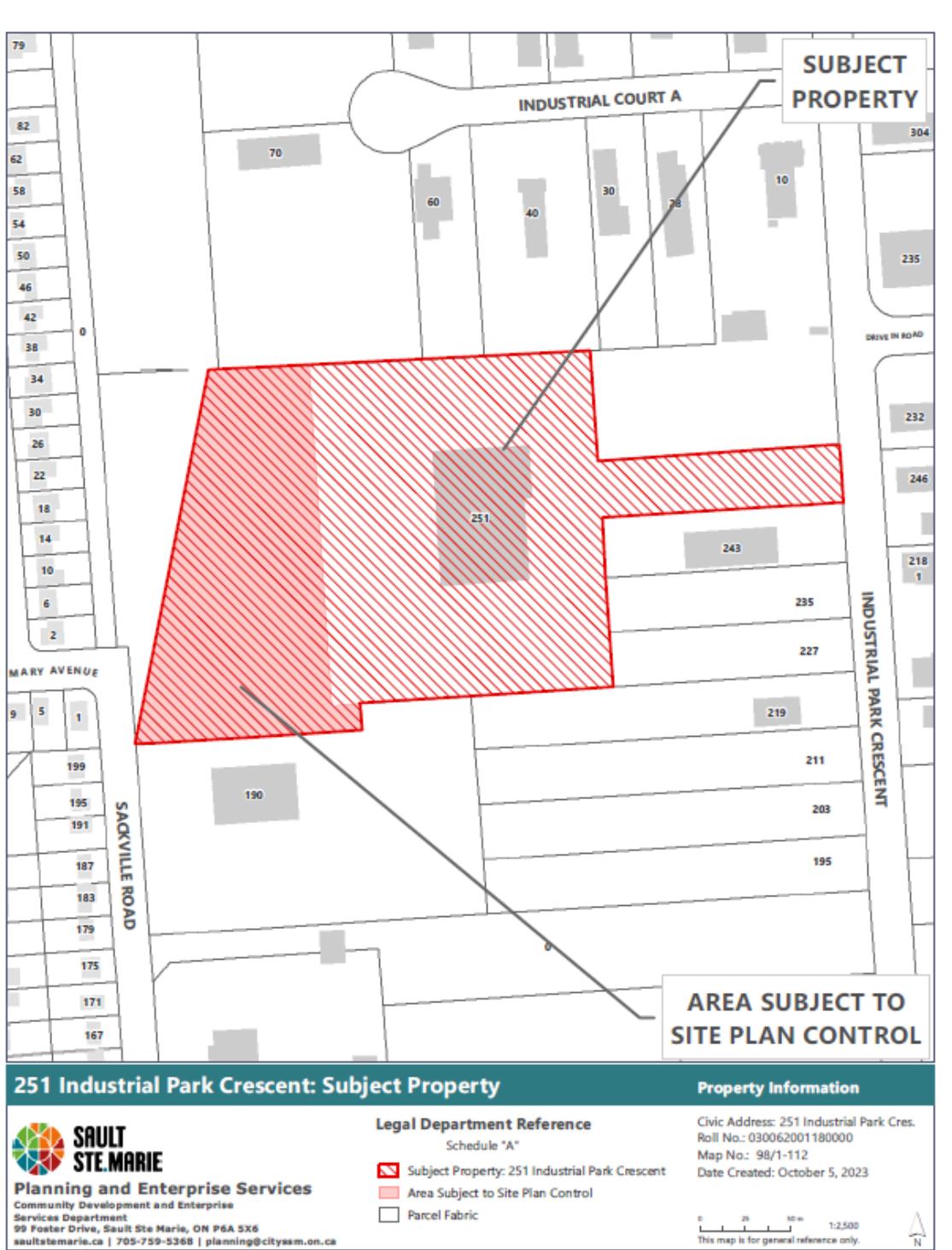
PASSED in open Council this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da \LEGAL\STAFF\LEGAL\ZONING\2023\INDUSTRIAL PARK CRES PART 251\2023-181 DC SEVERED PORTION 251
INDUSTRIAL PARK CRESC.DOCX

SCHEDULE "A" TO BY-LAW 2023-181



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2023-182

AGREEMENT: A by-law to authorize the execution of the Agreement between the City, Tourism Sault Ste. Marie and Destination Northern Ontario for the Waterfront Design Plan funding.

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

1. EXECUTION OF DOCUMENT

The Mayor and 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 October 30, 2023 between the City, Tourism Sault Ste. Marie and Destination Northern Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Waterfront Design Plan funding.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

	Partnership Program Agreement Product Development – Waterfront Design Plan 2023-24
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Partnership Agreement ("Agreement") - Amended

Between

DESTINATION NORTHERN ONTARIO ("DNO")

And

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

Collectively the "Parties"

ARTICLE 1- PURPOSE AND OBJECTIVE

- 1.01 The Purpose of this Partnership Agreement is to confirm and present intent and understanding of the Parties to work together to become a catalyst in building strategic alignment and promoting collaboration within the industry by working to support at least one of the following Destination Northern Ontario destination development objectives.
- Enhance the visitor experience through well-designed tourism products that meet current and future customer demand.
 - Increase investment in the tourism industry to enhance visitor experiences.
 - Facilitate and support the attraction, development, and retention of a tourism workforce to enhance the customer experience.
 - Increase awareness of Northern Ontario as a travel destination and increase conversion in target markets.
 - Increase engagement within the tourism sector, increase awareness of Destination Northern Ontario initiatives and promote the positive impacts tourism.
- 1.02 The Parties will work together to undertake an initiative in **Product Development to work with partners to identify and undertake strategic partnerships focusing on tourism product development that will assist Northern Ontario's tourism sector navigate and recover from the global COVID-19 pandemic with an emphasis on strategic plan development and implementation.**
- 1.03 Upon completion of the initiative the Parties have identified the following desired outcomes,
- **Creation of a waterfront design plan which prioritizes tourism and destination development in Sault Ste. Marie**

ARTICLE 2- TERM

- 2.01 The term of the Agreement shall commence on **April 1, 2023** shall expire on **March 31, 2024**, unless terminated earlier as described in Article 7.

ARTICLE 3- CONTRIBUTIONS

- 3.01 Destination Northern Ontario shall contribute **\$30,000.00** to this Project.
- 3.02 The Corporation of the City of Sault Ste. Marie shall contribute **\$60,000.00** to this Project. Tourism Sault Ste. Marie shall contribute **\$40,000** to this project. The Corporation of the City of Sault Ste. Marie and Tourism Sault Ste. Marie shall pay these funds to Destination Northern Ontario within 30 days of signing this Agreement.
- 3.03 The Parties acknowledge that funds available for the Project shall not exceed **\$130,000.00** (inclusive of taxes)
- 3.04 Financial Guidelines attached as Schedule "A" shall be adhered to.
- 3.05 This and any subsequent contracts are conditional to successfully securing funding from the Ministry of Tourism, Culture and Sport and other funding agencies and/or partners on which this project depends. Destination Northern Ontario will inform The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie of conditions for the project.

ARTICLE 4- PAYMENT OF INVOICES

- 4.01 Destination Northern Ontario is not obligated to pay any vendor invoices on behalf of The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie until
 - a) The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie has made payment to Destination Northern Ontario for its contribution pursuant to this Agreement;
 - b) Destination Northern Ontario is satisfied with the progress of the project;
 - c) All invoices are approved and fall within the parameters of the above-mentioned Agreement;
 - d) In the event this Agreement terminates (for whatever reason) Destination Northern Ontario agrees to return the remaining portion of the \$60,000.00 provided by The Corporation of the City of Sault Ste. Marie and the \$40,000 provided by Tourism Sault Ste. Marie; less 50% of all invoices paid by Destination Northern Ontario to date.

ARTICLE 5- NATURE OF THE RELATIONSHIP

- 5.01 The parties agree that the relationship as described in this Agreement and as evidenced by their mutual interaction is not a partnership and that none of the parties can bind the other in respect of the matters described and the activities conducted by any of the parties authorize any party to make or enter into any commitments for or on behalf of any other party.

- 5.02 The parties expressly state the relationship which is described in this Agreement is a formal contractual relationship which may be amended from time to time upon mutual agreement of the parties and as may be evidenced by appropriate initialled amendments to this agreement by representatives of each of the parties who have the authority to bind the respective party.
- 5.03 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

ARTICLE 6- CONFIDENTIALITY

- 6.01 "Confidential Information" means information, data, patents, documents, analyses, compilations, or studies in relation to a party, including its business activities that (a) is disclosed to the other party by or on behalf of the first party; (b) is acquired by the other party directly or indirectly from the first party; or (c) otherwise comes to the knowledge of the other party, in connection with this Agreement whether the information is in oral, visual or written form or is recorded or embodied in any other medium and includes all such information disclosed to, or accessed by, the other party before this Agreement commences.
- 6.02 Neither party divulge to third parties, except their professional advisors as needed, during the term of this agreement or at any time thereafter, any trade secret or Confidential Information, knowledge, or data concerning or pertaining to the technologies, business, and affairs of the other party, obtained by such party as a result of its engagement hereunder, unless authorized, in writing by the other party. Each party represents and warrants that it has established appropriate internal procedures for protecting the trade secrets and Confidential Information including, without limitation, restrictions on disclosure of such information to employees and other Persons who may be engaged in rendering services to any Person that may be a competitor of the other party.
- 6.03 These restrictions on the use or disclosure of information marked as proprietary or confidential shall not apply to information that:
- was known to the receiving party at the time of disclosure;
 - subsequently is developed by the recipient, independent of the information transmitted by the disclosing party;
 - becomes known to the receiving party from a source other than the disclosing party without breach of this agreement;
 - has been published or is otherwise in the public domain without breach of this agreement, or
 - is disclosed with the prior written approval of the other party.
- 6.04 Tourism Sault Ste. Marie and the City of Sault Ste. Marie are governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to Tourism Sault Ste. Marie in response to this Request for Proposal become the property of TSSM and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.



Partnership Program Agreement Product Development – Waterfront Design Plan 2023-24

ARTICLE 7- TERMINATION

- 7.01 This Agreement which is effective upon the date stipulated in Article 2, shall automatically expire, and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions whichever shall first occur:
- a) Mutual agreement between the Parties to terminate the Agreement;
 - b) The insolvency, bankruptcy, reorganization under bankruptcy law, or assignment for the benefit of creditors by any party.
 - c) By either Party upon giving ninety (90) days written notice to the other
- 7.02 Termination of this Agreement does not relieve The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie of its obligations and liabilities existing at or accruing to the date of termination.

ARTICLE 8- PROCUREMENT

- 8.01 Should supplies, equipment or services be required from a vendor be in excess of \$5,000, procurement will be undertaken by Destination Northern Ontario through a process that promotes the best value for money and adheres to Destination Northern Ontario's Procurement Policy (**Schedule "A"**).

It is also mandatory that:

- Vendor contracts will be drawn up by and be between Destination Northern Ontario and the successful candidate.
- submissions and grading will be provided to Destination Northern Ontario prior to the issuance of the contract and payment for any services.
- Eligible travel expenses-are in accordance with Destination Northern Ontario's operational policy.

ARTICLE 9- ROLES AND RESPONSIBILITIES

- 9.01 The partnership initiative process will be managed by a Steering Committee in which Destination Northern Ontario, The Corporation of the City of Sault Ste. Marie and Tourism Sault Ste. Marie shall be members.
- 9.02 The Parties will agree to a workplan with timelines and deliverables **within two weeks of signing this Agreement.**

ARTICLE 10- GOVERNANCE

- 10.00 This Agreement shall be managed by Destination Northern Ontario and **Travis Anderson, Director Tourism & Community Development, Community Development & Enterprise Services** under the guidance of the Steering Committee.

ARTICLE 11: GENERAL

- 11.01 *Indemnification:* The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie agrees that Destination Northern Ontario shall not be liable for any injury or damage (including death) to the person or property of any officer, or employee or agent of The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie, or for any claim, demand, action or cause of action by any third party arising out of or in any way related to the Project or the operation of The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie, or in any way related to this Agreement, and The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie agrees to indemnify and save Destination Northern Ontario harmless there from. Except as otherwise expressly set forth in this Agreement, in no event will Destination Northern Ontario be liable for any loss of profits, or any indirect, special, consequential, or punitive damages as a result of any breach of this contract, or with respect to any matter arising under or relating to this contract, whether the claim is in contract, tort (including negligence) or otherwise.
- 11.02 *Materiality:* All representations, warranties and covenants of the Parties made in this Agreement, or in any other document, certificate, expenditure statement, or writing delivered by or on behalf of the Parties pursuant to the provisions of this Agreement, or otherwise with respect to this Agreement and the transactions contemplated in this Agreement, are material, are deemed to have been relied upon by Destination Northern Ontario and survive the execution of this Agreement.
- 11.03 *Insurance:* The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie shall provide proof of insurance with Destination Northern Ontario referenced as an additionally insured entity. The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie shall protect Destination Northern Ontario by obtaining and maintaining insurance against all claims that might arise from anything done or omitted to be done by The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie, The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie's Personnel or The Corporation of the City of Sault Ste. Marie and/or Tourism Sault Ste. Marie's contractors and their personnel under this Agreement, and more specifically all claims that might arise from anything done or omitted to be done under this Agreement in which bodily injury (including personal injury), death or property damage, including loss of use thereof, is or may be caused.
- 11.04 *Languages:* Should the initiative be dependent on federal funding, including FedNor, or should the initiative extend across all three sub-regions, consideration will be given to how francophone and indigenous language services are provided.
- 11.05 *Dispute Resolution*

- a) *Amicable Settlement:* In the event of any dispute between the Parties, the Parties shall use reasonable efforts to first settle such dispute between themselves including fully resolving such matter. To this effect, the Parties shall consult and negotiate with each other, in good faith and understanding of their mutual interest, to reach a solution satisfactory to both Parties.
- b) In the event the Parties are unable to resolve the dispute within thirty (30) days following notice of the dispute given by one Party to the other, either Party shall have the right to refer the matter to the arbitration of a single arbitrator, if the Parties agree upon one, otherwise to three (3) arbitrators, one (1) to be appointed by each party and the third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two (2) of the three (3) arbitrators shall be binding upon the Parties and their legal representatives, successors and permitted assigns and from which there shall be no appeal. Except as may be modified herein, the provisions of the Arbitration Act, 1991, So 1991 c 17 as amended from time to time shall govern any Arbitration conducted.
- c) *Arbitration Confidentiality:* The Dispute Resolution Process will at all times be privately conducted. The Parties agree that all statements and other communications made during the Dispute Resolution Process including, without limitation, offers of settlement, settlement terms and all documents or other materials created for the purposes of the Dispute Resolution Process:
 - 1) are made on a without prejudice basis;
 - 2) do not constitute an admission or waiver of rights; and
 - 3) will not be offered into evidence, disclosed, or used for any other purpose other than the Dispute Resolution Process.
- d) The Parties agree that any information regarding the Dispute Resolution Process, including any decisions or awards made, will not be disclosed to any third parties, or used for any purpose other than the Dispute Resolution Process, unless the Parties otherwise agree; provided that nothing in this provision will prevent such disclosure as may be necessary to enforce any awards resulting from arbitration.

11.06 Publicity and Recognition

- a) To acknowledge the contribution of Destination Northern Ontario and the Ministry of Tourism, Culture and Sport, both the Destination Northern Ontario and Ontario (trillium) logo must be prominently displayed on all materials. In the case where marketing materials produced are intended for domestic consumers the Ontario Yours to Discover logo should

be used along with the appropriate sub-regional branding. Materials intended for consumers outside of Canada should use the Ontario Maple Leaf logo along with the appropriate sub-regional branding. Artwork for logos will be provided along with the graphic design standards. See Schedule "B".

- b) It is expected that partners will share recognition requirements (See Schedule B) with any outside contractors preparing materials and/or ensure that the appropriate recognition is in place prior to finalizing materials.
 - c) Samples of all materials (advertisements; banners; signage; etc.) reflecting Recognition Guidelines as set out in Schedule "B" compliance samples to accompany applicable invoices.
- 11.07 *No Assignment:* Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.
- 11.08 *Entire Agreement:* The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements. The Parties have executed the Agreement on the dates set out below.
- 11.09 *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Agreement.
- 11.10 *Schedules:* All references to Schedules refer to the Schedules which are part of and form an integral part of this Agreement.

Schedule "A"- Financial Guidelines
Schedule "B"- Recognition Guidelines
Schedule "C"- Reporting and Deliverables

- 11.11 *Time:* Time is of the essence of this Agreement.
- 11.12 *Electronic Transmission:* The parties agree that the Agreement may be transmitted electronically, and that the reproduction of signatures electronically will be treated as binding as if originals and each Party hereto undertakes to provide each and every other party hereto with a copy of the agreement bearing original signatures forthwith upon demand.
- 11.13 *Amendments:* This Agreement may be amended, altered, or modified only by written documents signed by both Destination Northern Ontario and The Corporation of the City of Sault Ste. Marie



**Partnership Program Agreement
Product Development – Waterfront
Design Plan 2023-24**

- 11.14 *No Third-Party Beneficiaries:* Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights, or remedies under or by reason of this Agreement.
- 11.15 *Severability:* In the event that any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the remaining provisions of this Agreement shall be unimpaired and shall continue in full force and effect.
- 11.16 *Force Majeure:* Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, pandemics or outbreaks of communicable disease, quarantines, national or regional emergencies, labour difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.
- 11.17 *Governing Law and Jurisdiction:* This Agreement shall be construed and administered in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. The Parties hereby agree that any judicial rulings or decisions made by appropriate authorities in the governing forum shall be recognized as valid and enforceable.

(Signature page follows)



**Partnership Program Agreement
Product Development – Waterfront
Design Plan 2023-24**

DESTINATION NORTHERN ONTARIO

Marty Kalagian, President
I/We have authority to bind the Destination Northern Ontario

Date

David MacLachlan, Executive Director
I/We have authority to bind the Destination Northern Ontario

Date

Destination Northern Ontario
111 Elgin Street, Suite 304
Sault Ste. Marie, Ontario P6A 6L6
Tel: (705) 575-9779 / Fax: (705) 575-9780

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Rachel Tyczinski, City Clerk

Date

Matthew Shoemaker, Mayor

Date

I/We have authority to bind The Corporation of the City of Sault Ste. Marie.

Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

TOURISM SAULT STE. MARIE

Beverly Barber, Chair
I/We have authority to bind the Tourism Sault Ste. Marie.

Date

Community Development & Enterprise Services
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6



**Partnership Program Agreement
Product Development – Waterfront
Design Plan 2023-24**

T.anderson@cityssm.on.ca
705.989.7915



**Partnership Program Agreement
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Design Plan 2023-24**

Schedule A - Financial Guidelines

1. To the extent possible, the partner will provide a list of vendors and pricing as part of the workplan. As vendors are procured, the list is to be updated and provided to Destination Northern Ontario.
2. ALL VENDOR Invoices **are to be addressed and sent** to Destination Northern Ontario at:
Destination Northern Ontario
111 Elgin Street, Suite #304, Sault Ste. Marie ON P6A 6L6
Email: accountspayable@destinationnorthernontario.ca
3. Invoices are **not to be paid by the partner** and submitted to Destination Northern Ontario for reimbursement.
4. **All invoices to reference the partnership.** For example: **TSSM Waterfront Design Plan**
5. Payment is through electronic funds transfer (EFT). Please forward the attached EFT form to Vendors to fill in and return to directly Destination Northern Ontario at the above coordinates and reference the partnership if you have not already done so. Digital is acceptable.
6. Failure to comply with guidelines may result in the delay of monies being released

DESTINATION NORTHERN ONTARIO PROCUREMENT POLICY

Policy Statement

- 1.0.0 All employees of the Organization shall be responsible for the execution of this policy.

- 1.1.0 It shall be the policy of the Organization to ensure a fair purchasing policy which is administratively easy to manage.

Definitions

- 1.0.0 “Organization” shall mean the Northern Ontario RTO 13 or its successors.
- 1.1.0 “Employee” shall mean any person in the employ of the “Organization” that received pecuniary value for the exchange of services. This term shall not apply to those who receive an honorarium for holding a particular office or position.
- 1.2.0 “Immediate Family Member” shall mean a spouse, common law spouse, child, or stepchild.
- 1.3.0 “Best Value” shall not be limited to the lowest price but shall be a combination of price and quality. Such a determination shall be left up to the discretion of the employee or Board members of the Organization.



Partnership Program Agreement Product Development – Waterfront Design Plan 2023-24

- 1.4.0 “Contractor” shall mean the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.

General Guidelines

- 1.0.1 All expenditures must be within the guidelines and amounts approved in the annual budget. Expenditures outside of the guidelines or amounts of the annual budget shall be referred to the Board of Directors who will determine the most appropriate course of action.
- 1.0.2 Expenditures **less than \$5,000** are at the discretion of the Executive Director.
- 1.0.3 Expenditures **between \$5,000 and \$50,000** must be made so as to obtain the best value for the Organization. If the RTO 13 acquires supplies, equipment, or services with the Funds it shall do so through a process that promotes the best value for money. If the RTO 13 is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than five thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00) three submissions of quotes must be received by RTO 13. Where the lowest cost is not accepted a rationale must be submitted and is subject to approval by the Executive of the Board of Directors. Expenditures that exceed **\$25,000** must be approved by the Executive of the Board of Directors.
- 1.0.4 Expenditures that **exceed \$50,000** must be approved by the Board of Directors of the Organization. Once approved, a Request for Proposal (RFP) process must be utilized (Invitational or Open Competitive Process). If the RTO 13 acquires supplies, equipment, or services with the Funds, it shall do so through a process that promotes the best value for money. If the RTO 13 is selecting third-party contractors from which to acquire supplies, equipment, or services for the project for an amount greater than fifty thousand dollars (\$50,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. **If the partner assumes responsibility of the procurement process, Destination Northern Ontario must be named as a partner on all written materials and have at least one staff member as part of the evaluation committee.** Prior to payment of any invoices related to a project, a minimum of three bids and their respective evaluations must be reviewed. Where the lowest cost is not accepted a rationale must be submitted and is subject to approval by the Executive of the Board of Directors.
- 1.0.5 Expenditures that **exceed \$100,000** must be approved by the Board of Directors of the Organization. Once approved a Request for Proposal Process must be utilized (Open Competitive Process). If the RTO 13 acquires supplies, equipment, or services with the Funds it shall do so through a process that promotes the best value for money. If the RTO 13 is selecting third-party contractors from which to acquire supplies, equipment, or services for the Project for an amount greater than one hundred thousand dollars (\$100,000.00) an open competitive process must be used, written evaluation of bids received and a written agreement with the successful contractor. Prior to payment of any invoices related to a project, a minimum of three bids and their respective evaluation must be evaluated. Where the lowest cost is not accepted a



**Partnership Program Agreement
Product Development – Waterfront
Design Plan 2023-24**

rationale must be submitted and is subject to approval by the Executive of the Board of Directors.

MANDATORY to complete

Electronic Funds Transfer (EFT)

Direct Deposit Authorization

To have funds deposited directly to your Bank/Financial Institution by **Destination Northern Ontario** please complete the authorization and return to **Destination Northern Ontario, 111 Elgin Street, Suite #304, Sault Ste. Marie, ON P6A 6L6** or accountspayable@destinationnorthernontario.ca

Company Name:

Contact Name:

Authorized Signature:

Address:

City:

Province:

Postal Code:

HST #

Date:

EFT Remittance Advice Email

Please deposit the funds per contractual agreement directly to my/our account (details below):

Details of the account to which funds are to be deposited:

Bank or Financial Institution Name:

Address of Branch:

City:

Province:

Postal Code:

Bank or Financial Institution ID Number (3 digits):

Branch Transit Number (5 digits):

Account # (min 7 digits):

**Mandatory to attach a VOID cheque and return with this form to accountspayable@destinationnorthernontario.ca
Thank you.**



**Partnership Program Agreement
Product Development – Waterfront
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Partnership Program Agreement Product Development – Waterfront Design Plan 2023-24

Schedule B - Recognition Guidelines Destination Northern Ontario – Style Guide

Marketing Partnerships

For marketing partnerships (*i.e., Consumer facing marketing billboards, signage, print marketing materials, digital marketing*) please use the following logos **AND all applicable** partnership logos:

Destination Northern Ontario Logo



Ontario Trillium Logo



International Markets



Non-Marketing Partnerships

For non-marketing partnerships (*i.e., Reporting, Power Point, Billboard/signage recognition only*) geared to Industry only please use the following logos **AND all applicable** partnership logos:



Acknowledgement to include: For all material, including press releases, you are required to acknowledge the contributions of Destination Northern Ontario and the Ministry of Tourism, Culture and Sport.

Please contact the Senior Coordinator, Marketing and Communications for details of the wording at communications@destinationnorthernontario.ca.

Other Funders: Take into consideration acknowledgement of other funders and Ministries such as the Ministry of Labour, Immigration, Training and Skills Development, Ministry of Northern Development, Northern Ontario Heritage Fund Corporation and FedNor when appropriate.



**Partnership Program Agreement
Product Development – Waterfront
Design Plan 2023-24**

SCHEDULE C – REPORTING & DELIVERABLES

REPORTING

1. Overall

- a. Parties are to follow Destination Northern Ontario's procurement policy (see Schedule A Financial - attached).
- b. All payments will be by Electronic Funds Transfer (see Schedule A Financial – attached).
- c. Parties are to adhere to Destination Northern Ontario's Recognition Guidelines (see Schedule B Recognition Guidelines – attached).

2. Initial

Upon Signing of Partnership Agreement or shortly thereafter,

- a. Workplan and Budget
- b. Copies of all procurement documents including,
 - i. Partner request for proposals, quotes, expressions of interest, etc.
 - ii. Vendor proposals, quotes, expressions of interest, etc.
 - iii. Documents related to vendor selection.
- c. Any required certificates of insurance, banking information form, etc.

3. Ongoing

All invoices must be addressed to Destination Northern Ontario for payment processing and accompanied by a sample showing compliance with recognition guidelines.

4. Mid-Point

An interim report detailing progress towards achievement of performance measures is required, including an amended workplan and budget (if applicable), and the date the project started.

5. Upon Completion

A final report is to be submitted within 30 days of completion of the partnership project or no later than **April 15, 2024**. The final report must include:

- i. Partner narrative, activity, and satisfaction report.
- ii. Samples of any materials produced.
- iii. Assessment of key performance indicators.

DELIVERABLES

- One Waterfront Design Plan for Sault Ste. Marie ON

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**

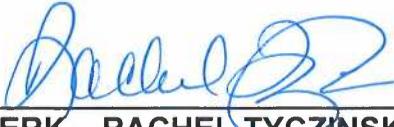
The street is subject to the retention of easements if required.

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

By-law 2023-82
Page 3

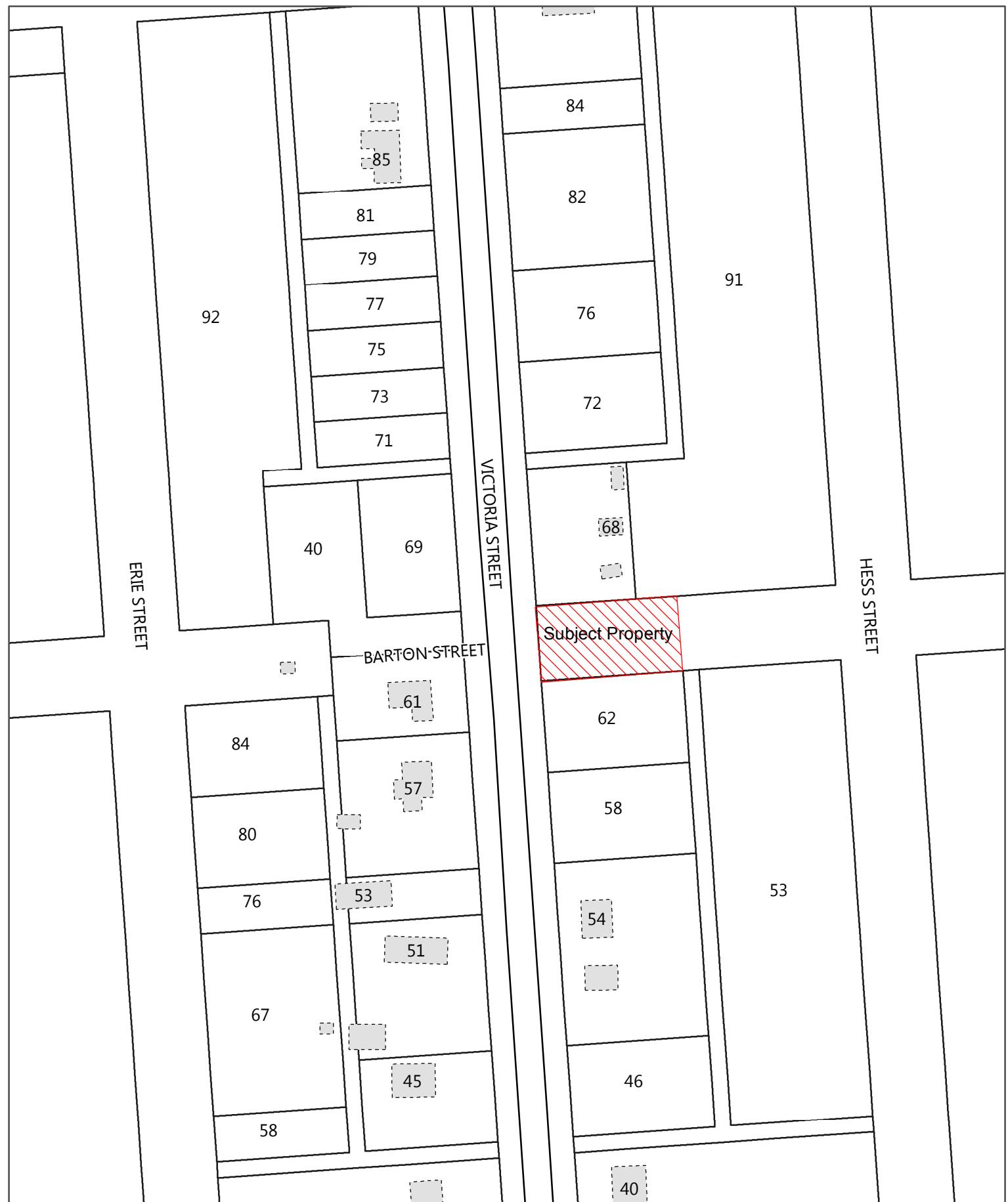
STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Barton Street described as PART OF PIN 31613-0163 (LT) PART BARTON ST PL 58 AWENGE, PART 1 1R-14095; SAULT STE. MARIE.

Read the **THIRD** time in open Council and passed this 30th day of October, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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