



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

Monday, September 23, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	16 - 36
Mover Councillor C. Gardi	
Seconder Councillor L. Vezeau-Allen	
Resolved that the Minutes of the Regular Council Meeting of 2019 09 09 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor M. Scott	
Seconder Councillor L. Vezeau-Allen	
Resolved that the Agenda for 2019 09 23 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Culture Days	
Kathy Fisher, Curator, Ermatinger Clergue National Historic Site	
Helena Huopalainen, Manager of Community Engagement, Sault Ste. Marie Public Library	

5.2	Habitat for Humanity	
	Katie Blunt, Executive Director	
5.3	Fire Prevention Week	
	Aaron Gravelle, Public Educator, Fire Services	
5.4	Dysautonomia Awareness Month	
	Emily Wilkinson	
5.5	Community Culture Plan 2019 – 2024	37 - 57
	Dov Goldstein, Senior Practice Leader, Lord Cultural Resources	
5.6	Urban Indigenous Hub and Housing Development – Gateway Site	
	Bawating Urban Indigenous Committee members	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that all the items listed under date 2019 09 23 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	2019 City of Sault Ste. Marie Credit Rating	58 - 65
	A report of the Chief Financial Officer/Treasurer is attached for the information of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Chief Financial Officer/Treasurer dated 2019 09 23 concerning the 2019 City of Sault Ste. Marie Credit Rating be received as information.	
6.2	Council Vacancy Policy	66 - 78
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the City Clerk dated 2019 09 23 be received and the Council Vacancy Policy be adopted as presented.	
6.2.1	<i>Council Vacancy Policy Addition</i>	79 - 91
6.3	LopLops – Request for Municipally Significant Event	92 - 95

Conversion Grant (659 Queen Street East) and Patio Conversion Grant (765 Queen Street East) be approved.

- 6.8 415 and 423 Pim Street – Restrictive Covenant Agreement 115 - 116**
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2019-186 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.9 Municipal Law Enforcement Officers 117 - 120**
- A report of the Manager of Transit and Parking is attached for the consideration of Council.
- The relevant By-law 2019-185 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.10 2020 Capital Roads Program 121 - 126**
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Engineering dated 2019 09 23 regarding 2020 Capital Roads Program be received and that procurement proceed for 2020 projects; further that the resurfacing of Trunk Road be the 2021 designated project for potential Connecting Link funds.
- 6.11 Reconstruction of Black Road – McNabb Street to Second Line 127 - 133**
- A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.
- The relevant By-law 2019-189 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.12 Multi-family Waste Collection Contract 134 - 136**
- A report of the Director of Public Works is attached for the consideration of Council.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Public Works dated 2019 09 23 concerning Multi-family Waste Collection Contract be received and that Council direct staff to no longer contract waste collection for properties of the multi-sector with five (5) units or more; further that Council direct staff to communicate this change in level of service to affected property owners.
- 6.13 Licence to Occupy Agreement – Skyline Retail Real Estate Holdings Inc. 137 - 139**

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

The relevant By-law 2019-187 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Surplus Property 140 - 142

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor dated 2019 09 23 concerning the sale of surplus property be received and direction provided to the Legal Department to start the process of confirming City surplus property and seeking the sale of same in increments as set out in the report.

6.15 Housekeeping – User Fee By-laws 143 - 144

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

The relevant By-laws 2019-161, 2019-163, 2019-171, 2019-172, 2019-173, 2019-174, 2019-175, 2019-176, 2019-177, 2019-178, 2019-179 and 2019-180 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Unified Communication System (Telephony) 145 - 146

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

The relevant By-law 2019-191 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 65 Old Garden River Road – Extension Agreement 147 - 148

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

The relevant By-law 2019-170 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Payday Loan Business By-law 149 - 152

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2019-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 *Memorandums of Settlement for ATU Local 1767, CUPE Local 3 Public Works, and CUPE Local 67 Civic Centre* 153 - 229

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Director of Human Resources dated 2019 09 23 be received and approve the recommendation that City Council ratify the following:

1. Memorandum of Settlement for ATU Local 1767
2. Memorandum of Settlement for CUPE Local 3 Public Works, and
3. Memorandum of Settlement for CUPE Local 67 Civic Centre

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Community Culture Plan 2019-2024 230 - 287

A report of the Project Manager, Future SSM is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of Travis Anderson, Project Manager, FutureSSM - Community Development and Enterprise Services dated 2019 09 23 be received, and,

Further that Council approve the adoption of the *Sault Ste. Marie Community Culture Plan 2019-2024* in principle, and,

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.

7.3.1.1 Letters of Support (Community Cultural Plan) 288 - 304

180 Projects; Algoma University Department of Music and Visual Art; Art Speak; Borderline; Canadian Bushplane Heritage Centre; Case's Music; Downtown Association; Fringe North; M. Bouchard; Mornix; Sault Ste. Marie Museum; NORDIK

7.3.2 Urban Indigenous Hub and Housing Development – Gateway Site 305 - 334

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

The relevant By-law 2019-190 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-16-19-Z 20 and 22 Blake Avenue

335 - 346

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 23 concerning rezoning application A-16-19-Z be received, and that City Council approve the application and rezone the subject properties from General Commercial Zone, with a special exception (C4.S200) to General Commercial Zone, with an amended special exception (C4.S200) to permit access between Blake Avenue and 23 Great Northern Road, subject to the following conditions:

1. That the driveway between the travelled (paved) portion of Blake Avenue and the existing paved parking area be paved; and
2. That the access point onto Blake Avenue be limited to a *Medical Office* use only.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Further, that Council's Resolution dated July 15, 2019 concerning Blake Avenue north of Wawanosh be amended to include all of Blake Avenue.

7.8 Boards and Committees

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

8.1 School Zones

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas the City of Sault Ste. Marie has 24 elementary schools; and

Whereas there are only ten officially designated "school zones" with reduced speed limits within Sault Ste. Marie; and

Whereas the safety of our community's children is of critical importance to the residents of Sault Ste. Marie; and

Whereas some communities in the province have reduced-speed school zone policies to supplement standard provincial guidelines;

Now Therefore Be It Resolved that staff be requested to bring a policy to Council that clearly establishes conditions for reduced-speed school zones within the City of Sault Ste. Marie.

8.2 Consideration of Credit Cards as a Payment Option

Mover Councillor S. Hollingsworth

Seconder Councillor P. Christian

Whereas credit cards are a convenient financial product used by millions of Canadians for everyday purchases such as gas, groceries, pharmacy, and other goods and services; and

Whereas when used responsibly, a credit card can be a valuable tool for earning rewards, travelling, handling emergencies or unplanned expenses; and

Whereas there are about 31,000,000 active credit card accounts in Canada; and

Whereas with the popularity of earning rewards, more businesses, including some municipalities are accepting credit cards;

Now Therefore Be It Resolved that staff be requested to research and report as to whether a credit card platform should or should not be implemented in 2020 for the first quarter tax payment which may include the following:

1. Users may be responsible for the service fee
2. Credit cards may be restricted for specific transactions such as taxes
3. The overall cost and benefits of implementing this to the City be outlined
4. Examples of other municipalities allowing the use of credits cards and those that have rejected the notion be shared

to ensure that the City of Sault Ste. Marie is providing the most convenient payment methods for constituents

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2019 09 23 be approved.

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

11.1.1 By-law 2019-161 (Building) Amend By-law 2008-148

347 - 348

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-161 being a by-law to amend Schedule "A" to By-law 2008-148 (being a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be passed in open Council this 23rd day of September, 2019.

11.1.2 By-law 2019-163 (Regulations) Amend By-law 2012-129 Cemeteries 349 - 350

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-163 being a by-law to amend By-law 2012-129 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie) (Cemeteries) be passed in open Council this 23rd day of September, 2019.

11.1.3 By-law 2019-164 (Licensing) Payday Loan Business Licencing 351 - 360

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-164 being a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 23rd day of September, 2019.

11.1.4 By-law 2019-165 (Agreement) Entomica Amendment 361 - 369

Council Report was passed by Council resolution on September 9, 2019,

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-165 being a by-law to to authorize the Amending Agreement between the City and The Sault Ste. Marie Insectarium for funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming be passed in open Council this 23rd day of September, 2019.

11.1.5 By-law 2019-170 (Agreement) SSMDSSAB 65 Old Garden River Road 370 - 376

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2019-170 being a By-law to authorize the execution of the

Agreement between the City and The Sault Ste. Marie District Social Services Administration Board authorizing the extension of the lease agreement regarding 65 Old Garden River Road be passed in open Council this 23rd day of September, 2019.

11.1.6 By-law 2019-171 (Regulations) Repeal Amending By-laws 2011-43 and 2012-31 377 - 377

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-171 being a by-law to repeal various by-laws that amended the repealed regulations By-law 2003-140 (being a by-law to establish fees for certain waste management services) be passed in open Council this 23rd day of September, 2019.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-171 being a by-law to repeal various by-laws that amended the repealed Regulations By-law 2003-140 (being a by-law to establish fees for certain waste management services) be passed in open Council this 23rd day of September, 2019.

11.1.7 By-law 2019-172 (Licensing) Plumbers 378 - 378

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-172 being a by-law to amend By-law 2003-54 (Licensing Plumbers) be passed in open Council this 23rd day of September, 2019.

11.1.8 By-law 2019-173 (Streets) Amend Streets By-law 2008-131 379 - 380

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-173 being a by-law to amend Streets By-law 2008-131 be passed in open Council this 23rd day of September, 2019.

11.1.9 By-law 2019-174 (Licensing) Amend By-law 2003-50 License Amusement Arcades 381 - 381

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-174 being a by-law to amend By-law 2003-50 (License Amusement Arcades) be passed in open Council this 23rd day of September, 2019.

11.1.10	By-law 2019-175 (Tax) Repeal By-law 2013-240 Tax Certificates	382 - 382
	A report from the City Solicitor is on the Agenda.	
	Mover Councillor M. Scott Secondar Councillor L. Vezeau-Allen Resolved that By-law 2019-175 being a by-law to repeal By-law 2013-240 (being a by-law to authorize an amount as a charge for a certified statement of tax account status) (Tax Certificate) be passed in open Council this 23rd day of September, 2019.	
11.1.11	By-law 2019-176 (Licensing) Amend By-law 2002-165 Adult Entertainment	383 - 384
	A report from the City Solicitor is on the Agenda.	
	Mover Councillor M. Scott Secondar Councillor L. Vezeau-Allen Resolved that By-law 2019-176 being a by-law to amend By-law 2002-165 (Adult Entertainment Parlours) be passed in open Council this 23rd day of September, 2019.	
11.1.12	By-law 2019-177 (Regulations) Amend By-law 2003-52 Pawnbrokers	385 - 385
	A report from the City Solicitor is on the Agenda.	
	Mover Councillor M. Scott Secondar Councillor L. Vezeau-Allen Resolved that By-law 2019-177 being a by-law to amend By-law 2003-52 (Licensing Pawnbrokers) be passed in open Council this 23rd day of September, 2019.	
11.1.13	By-law 2019-178 (Regulations) Repeal By-law 2004-83 (Garbage Collection)	386 - 386
	A report from the City Solicitor is on the Agenda.	
	Mover Councillor M. Scott Secondar Councillor L. Vezeau-Allen Resolved that By-law 2019-178 being a by-law to repeal By-law 2004-83 (being an amending by-law for the management of waste and recycling in the City of Sault Ste. Marie) be passed in open Council this 23rd day of September, 2019.	
11.1.14	By-law 2019-179 (Planning) Committee of Adjustment (Fees)	387 - 387
	A report from the City Solicitor is on the Agenda.	
	Mover Councillor M. Scott Secondar Councillor L. Vezeau-Allen Resolved that By-law 2019-179 being a by-law to repeal By-law 2010-87, (being a by-law to increase minor variance application fees for commercial, industrial or institutional zoned applications and to repeal amending By-laws 2012-30, 2013-24, 2013-235, 2015-26, 2016-209, 2017-233 and 2019-23 be passed in open Council this	

23rd day of September, 2019.

- 11.1.15 By-law 2019-180 (Licensing) Amend By-law 2018-67 (Peddler and Food Vendor Licensing)** 388 - 389
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Scott
Seconded Councillor L. Vezeau-Allen
Resolved that By-law 2019-180 being a by-law to amend By-law 2018-67 (being a by-law to licence, govern and regulate peddlers and street sales) be passed in open Council 23rd day of September, 2019.
- 11.1.16 By-law 2019-181 (Council Procedure) Acting Mayor and Mover/Seconded** 390 - 392
- Council Report was passed by Council resolution on September 9, 2019.
- Mover Councillor M. Scott
Seconded Councillor L. Vezeau-Allen
Resolved that By-law 2019-181 being a by-law to provide for the appointment of persons to act in the place of the Mayor during an absence or vacancy during the 2018-2022 term of City Council for The Corporation of the City of Sault Ste. Marie and to repeal By-law 2018-212 be passed in open Council this 23rd day of September, 2019.
- 11.1.17 By-law 2019-182 (Zoning) 1187 Great Northern Road** 393 - 395
- A report from the Planner is on the Agenda.
- Mover Councillor M. Scott
Seconded Councillor L. Vezeau-Allen
Resolved that By-law 2019-182 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1187 Great Northern Road (Tombari Electric Limited) be passed in open Council this 23rd day of September, 2019.
- 11.1.18 By-law 2019-183 (Zoning) 25 Drive In Road** 396 - 398
- Council Report was passed by Council resolution on July 15, 2019.
- Mover Councillor M. Scott
Seconded Councillor L. Vezeau-Allen
Resolved that By-law 2019-183 being a By-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 20015-151 concerning lands located at 25 Drive In Road (Clint Burdeniuk) be passed in open Council this 23rd day of September, 2019.
- 11.1.19 By-law 2019-185 (Parking) Municipal Law Enforcement Officers** 399 - 401
- A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-185 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 23rd day of September, 2019.

11.1.20 By-law 2019-186 (Agreement) 415 & 423 Pim Street Restrictive Covenant 402 - 406

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-186 being a by-law to authorize the execution of the Restrictive Covenant Agreement between the City and Sault North Holdings Ltd. to satisfy requirements under the *Ontario Building Code* be passed in open Council this 23rd day of September, 2019.

11.1.21 By-law 2019-187 (Agreement) Skyline-Trunk Road 407 - 412

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-187 being a by-law to authorize the execution of the Licence to Occupy Agreement between the City and Skyline Retail Real Estate Holdings Inc. to occupy a strip of land abutting 129 Trunk Road be passed in open Council this 23rd day of September, 2019.

11.1.22 By-law 2019-188 (Agreement) Bus Shelter Lease-Lukenda Drive 413 - 419

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-188 being a by-law to authorize the execution of a Lease Agreement between Lukenda Holdings Inc. and The Corporation of the City of Sault Ste. Marie to install a bus shelter on Lukenda Drive be passed in open Council this 23rd day of September, 2019.

11.1.23 By-law 2019-189 (Agreement) Black Road Reconstruction Contract 2019-10E 420 - 422

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-189 being a by-law authorize the execution of the

Contract between the City and Pioneer Construction Inc. for the partial reconstruction, widening and resurfacing of Black Road from McNabb Street to Second Line (Contract 2019-10E) be passed in open Council this 23rd day of September, 2019.

- 11.1.24 By-law 2019-190 (Agreement) Gateway Site MOU 423 - 428**
- A report from the Deputy CAO is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-190 being a by-law to authorize the execution of the Memorandum of Understanding (MOU) between the City and The Bawating Urban Indigenous Committee for a development on the Gateway site consisting of approximately 50,000 ft.² of office space and 240 residential apartments be passed in open Council this 23rd day of September, 2019.
- 11.1.25 By-law 2019-191 (Agreement) Shaw Telephone Amendment 429 - 439**
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-191 being a by-law to authorize the execution of the Amending Agreement between the City and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of the terms of quantities limited under the service description for the Unified Communication System be passed in open Council this 23rd day of September, 2019.
- 11.1.26 By-law 2019-192 (Council Procedure) Amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie) 440 - 446**
- Council Report was passed by Council resolution on September 9, 2019.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that By-law 2019-192 being a by-law to amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie be passed in open Council this 23rd day of September, 2019.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

13. Closed Session

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss a proposed disposition of property; and

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

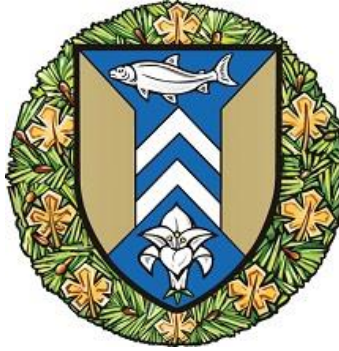
Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land.

14. Adjournment

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, September 9, 2019

4:30 pm

Council Chambers

Civic Centre

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

Officials: T. Vair, R. Tyczinski, L. Girardi, P. Johnson, K. Fields, S. Schell, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, M. Blanchard, T. Vecchio, P. Tonazzo, J. King, M. Zuppa, T. Anderson, E. Cormier

1. Adoption of Minutes

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2019 08 12 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor M. Shoemaker – Definition of "Heavy Equipment" (Zoning By-law 2005-150)

Both parties are clients of law firm.

3.2 Councillor M. Shoemaker – Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

Both parties are clients of law firm.

3.3 Councillor D. Hilsinger – Definition of "Heavy Equipment" (Zoning By-law 2005-150)

Father is proprietor of The Water Tower Inn.

3.4 Councillor D. Hilsinger – Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

Father is proprietor of The Water Tower Inn.

3.5 Mayor C. Provenzano – A-14-19-Z – 25 Drive In Road

Applicant is a client of law firm.

3.6 Councillor M. Shoemaker – By-law 2019-162 (Zoning) 71 Old Garden River Road (North Shore Sports & Auto Inc. - Rocchetta)

Owner is client of law firm

3.7 Councillor D. Hilsinger – By-law 2019-162 (Zoning) 71 Old Garden River Road (North Shore Sports & Auto Inc. - Rocchetta)

Relationship with The Water Tower Inn which is a neighbouring property.

4. Approve Agenda as Presented

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for 2019 09 09 City Council Meeting as presented be approved.

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

Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

5. Proclamations/Delegations

5.1 Veterans' Week

Tina Thomason and Carrie Gray, Veteran Family Program Coordinators, North Bay Military Family Resource Centre were in attendance.

5.2 Legion Week

Helen Stewart, President, Royal Canadian Legion Branch 25 was in attendance.

5.3 Ovarian Cancer Awareness Month

Jane Vienneau, Chair, Ovarian Cancer Awareness Committee, Zonta Club was in attendance.

5.4 Childhood Cancer Awareness Week

Celena Campioni and Erin Campioni, Northern Ontario Families of Children with Cancer were in attendance.

5.5 Fetal Alcohol Spectrum Disorder Awareness

Donna Caputo, Algoma Fetal Alcohol Spectrum Disorder Committee was in attendance.

5.6 Hispanic Heritage Month

Sandra Mongui and Sheri Tuck, Northern Ontario Latin Hispanic Association were in attendance.

5.7 Definition of "Heavy Equipment" (Zoning By-law 2005-150)

Councillor M. Shoemaker declared a conflict on this item. (Both parties are clients of law firm.)

Councillor D. Hilsinger declared a conflict on this item. (Father is proprietor of The Water Tower Inn.)

Hugh MacDonald, counsel for The Water Tower Inn and Joseph Bisceglia, counsel for Mar-Li Investments Inc. were in attendance.

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all the items listed under date 2019 09 09 – Agenda item 6 – Consent Agenda save and except Agenda item 6.11 be approved as recommended.

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

Carried

6.1 Correspondence

6.1.1 Sault Ste. Marie Region Conservation Authority

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Sault Ste. Marie Conservation Authority 2020 levy notice be received and referred to 2020 budget deliberations.

Carried

6.1.2 Hon. Steve Clark, Minister of Municipal Affairs and Housing

Bill 108, More Homes More Choice Act 2019

6.2 RFP – Architectural and Engineering Services – Mausoleum Expansion Phase XV

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

The relevant By-law 2019-166 is listed under item 11 of the Minutes.

6.3 Investment Policy Update

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

The relevant By-law 2019-167 is listed under item 11 of the Minutes.

6.4 Great Northern Road Speed Reduction

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 09 09 concerning Great Northern Road Speed Reduction be received as information.

Carried

6.5 GFL Memorial Gardens Luxury Suite Expansion

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2019 09 09 be received and that conversion of boardroom and office into a private lounge (option 2) proceed to the 2020 Capital Budget prioritization process.

Carried

6.6 Northern Community Centre Twin Pad Expansion

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 09 09 concerning the construction methodology for the twin pad arena be accepted and that Council authorize staff to proceed in a request for proposal process for “Architectural and Engineering Design and Contract Administration Services” for a new twin pad arena to be located at 616 Goulais Avenue.

Carried

6.7 Partners for Climate Protection Program

The report of the Climate Change Coordinator was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Climate Change Coordinator dated 2019 08 concerning Partners for Climate Protection (PCP) Program be received and Council approve the City’s participation in the PCP program to facilitate the creation of a community greenhouse gas inventory.

Carried

6.8 Procedure By-law Review 2019

The report of the City Clerk was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk concerning Procedure By-law Review 2019 dated 2019 09 09 be received and that the recommendations of the Procedure By-law Review Committee be adopted; further that a source of funding for technological capability to support electronic participation at Council meetings in the future be identified.

A by-law amending procedure by-law 2013-100 and a by-law delegating members of Council as Acting Mayor on a rotational basis will appear on the 2019 09 23 Council Agenda.

Carried

6.9 Sault Ste. Marie Canal Recreational Lock Agreement

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

The relevant By-law 2019-158 is listed under item 11 of the Minutes.

6.10 Transfer of Property to DSSAB

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 09 09 concerning Transfer of Property to DSSAB be received and Council authorize the City Tax Collector to vest in the City's name and proceed with transfer of the property at 47 Wellington Street West to DSSAB for \$1.

Carried

6.12 Performance Bonds and Letters of Credit

The report of the City Solicitor was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor dated 2019 09 09 concerning Performance Bonds and Letters of Credit be received as information and in the appropriate circumstances staff to consider a pilot project of a subdivision bond.

Carried

6.11 City-wide Change to Recycling Day

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Public Works dated 2019 09 09 concerning city-wide Change to Recycling Day be received and that Council approve offsetting the recycling collection schedule by one-day effective the week of November 4, 2019.

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

Councillor M. Shoemaker	X		
Councillor M. Bruni		X	
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott		X	
Results	6	5	0

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Mountain Bike Tourism Product Development – Economic Development Fund Request

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 09 09 be received as information and the request for funding for \$166,000 from the Economic Development Fund be approved for use for the development of the Algoma Trail Network.

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

Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.3.2 Entomica – Economic Development Fund Request

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services concerning Entomica EDF Request be received and the request for funding in the amount of \$85,362 from the Economic Development Fund be approved to the Sault Ste. Marie Insectarium with a condition that a business plan is provided by March 9, 2020;

Further that Council approve an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

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

Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

Councillor M. Shoemaker declared a conflict on this item. (Both parties are clients of law firm.)

Councillor D. Hilsinger declared a conflict on this item. (Father is proprietor of The Water Tower Inn.)

The report of the Solicitor/Prosecutor was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Solicitor/Prosecutor dated 2019 09 09 concerning Definition of Heavy Equipment as per zoning by-law 2005-150 be received as information.

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

Councillor M. Scott	X		
Results	9	0	0

Carried

7.7 Planning

7.7.1 A-11-19-Z 412 Second Line West and 236 Prentice Avenue

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2019 09 09 concerning application A-11-19-Z be received and that the application be postponed to October 7, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2

Carried

7.7.2 A-14-19-Z – 25 Drive In Road

Mayor C. Provenzano declared a conflict on this item. (Applicant is a client of law firm.)

The report of the Planner was received by Council.

The applicant, Clint Burdeniuk, was in attendance.

Acting Mayor C. Gardi assumed the Chair due to the Mayor's pecuniary interest.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 09 concerning rezoning application A-14-19-Z be received, and that the subject property be rezoned from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit retail trade as an additional permitted use;

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

Majority	For	Against	Absent
Mayor C. Provenzano (Conflict)			
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni			X
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott			X
Results	6	0	4

Carried

7.7.3 A-15-19-Z 1187 Great Northern Road

Mayor Provenzano resumed the Chair.

M. Lepore, counsel for the Applicant was in attendance.

The report of the Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 09 concerning rezoning application A-15-19-Z be received and that the subject property be rezoned from Highway Zone (HZ.S372) with a special exception to Highway Zone (HZ.S372) with an amended special exception to permit an electrical contractors/electrician's shop as an additional permitted use;

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

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour			X
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni			X
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott			X
Results	7	0	4

Carried

7.8 Boards and Committees

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

8.1 Biggings Avenue Open House

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas residents of Biggings Avenue in Ward 2 of Sault Ste. Marie have expressed concerns regarding vehicular traffic and safety on their street; and

Whereas after consultation with City staff an open house was recommended; and

Whereas neighbourhood open houses have been a successful model for community engagement;

Now Therefore Be It Resolved that appropriate staff be requested to hold an open house for the residents of Biggings Avenue under the auspices of a Schedule A+ Environmental Assessment by the end of October 2019.

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

Carried

8.2 Northern Avenue East/Sackville Road Intersection

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas the intersection of Northern Avenue East and Sackville Road is a very busy intersection; and

Whereas many vehicles, including large trucks, use this intersection to and from their places of business on Second Line and on Sackville Road; and

Whereas school children must use this intersection on their way to Boreal French Immersion Public School;

Now Therefore Be It Resolved that Public Works and Engineering staff be requested to conduct a full study of this intersection to determine if the intersection warrants the provision of a school crossing guard and report back to Council.

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

Carried

8.3 Giving Tuesday

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas Giving Tuesday was established as a national day of giving in 2013 to be held on the Tuesday after Black Friday and Cyber Monday; and

Whereas Giving Tuesday is a celebration of philanthropy and volunteerism where people contribute what they are able to donate; and

Whereas Giving Tuesday sees citizens work together to share commitments, rally for favourite causes, build stronger communities, and think about the needs of others; and

Whereas it is fitting and proper on Giving Tuesday, and every day, to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that City Council supports Giving Tuesday and encourages all citizens in Sault Ste. Marie to join together to give back to the community.

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

Carried

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2019 09 09 save and except Agenda item 11.1.2 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		

Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

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

11.1.1 By-law 2019-158 (Agreement) Sault Ste. Marie Canal

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-158 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, represented herein by the Minister of Environment for the purposes of the Parks Canada Agency to continue to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada be passed in open Council this 9th day of September, 2019.

Carried

11.1.3 By-law 2019-166 (Agreement) Mausoleum Expansion Phase XV

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-166 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the professional services associated with the provision of architectural and engineering services for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery be passed in open Council this 9th day of September, 2019.

Carried

11.1.4 By-law 2019-167 (Financing) Adopt Statement of Investment Policy and Goals

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-167 being a by-law to adopt a Statement of Investment Policy and Goals for the City of Sault Ste. Marie and to repeal By-law 2007-213 be passed in open Council this 9th day of September, 2019.

Carried

11.1.5 By-law 2019-168 (Agreement) Climate Change Staff Grant

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-168 being a By-law to authorize the execution of the Agreement between the City and the Federation of Canadian Municipalities for the Climate Change Staff Grant program and Staff will move forward with the recruitment for the contract staff position be passed in open Council this 9th day of September, 2019.

Carried

11.1.6 By-law 2019-169 (Appointment) Deputy Clerk

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-169 being a by-law to appoint Madison Zuppa as Deputy Clerk be passed in open Council this 9th day of September, 2019.

Carried

11.1.2 By-law 2019-162 (Zoning) 71 Old Garden River Road (North Shore Sports & Auto Inc. - Rocchetta)

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

Councillor D. Hilsinger declared a conflict on this item. (Relationship with The Water Tower Inn which is a neighbouring property.)

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2019-162 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 71 Old Garden River Road (Northshore Sports and Auto Inc. - Rocchetta) be passed in open Council this 9th day of September, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger (Conflict)			
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	0

Carried

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to consider one item concerning potential litigation and one item subject to solicitor/client privilege;

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

Municipal Act section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

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

Carried

14. Adjournment

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

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Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

Mayor

City Clerk



SAULT
STE. MARIE

COMMUNITY CULTURE PLAN 2019-2024



Why Arts, Culture and Heritage?

- Provides direct economic benefits and creates social impact.
- Represents \$25b or 3.3% of Ontario's GDP.
- Fosters creative cities and communities.
- Attracts and retains skilled workers and new residents.
- Helps to create a distinct identity for a community.
- Creates a “destination” to support cultural tourism.
- Stimulates economic regeneration and urban revitalization.



What is a Community Culture Plan?

- Identifies and leverages a community's arts, culture and heritage resources.
- Helps to strengthen the management, production and delivery of those resources.
- Integrates those resources across all facets of local municipal government.

Why a Community Culture Plan for Sault Ste. Marie?



- 1.** Complements other major community planning initiatives and completed plans including SSM's Corporate Strategic Plan, Cultural Policy 2016, the Downtown Community Improvement Plan, FutureSSM plans, strategies and initiatives and Shape the Sault (Official Plan).
- 2.** A key recommendation of Future SSM's "A Common Cause and New Direction for Sault Ste. Marie."
- 3.** City of Sault Ste. Marie has never had a culture plan.

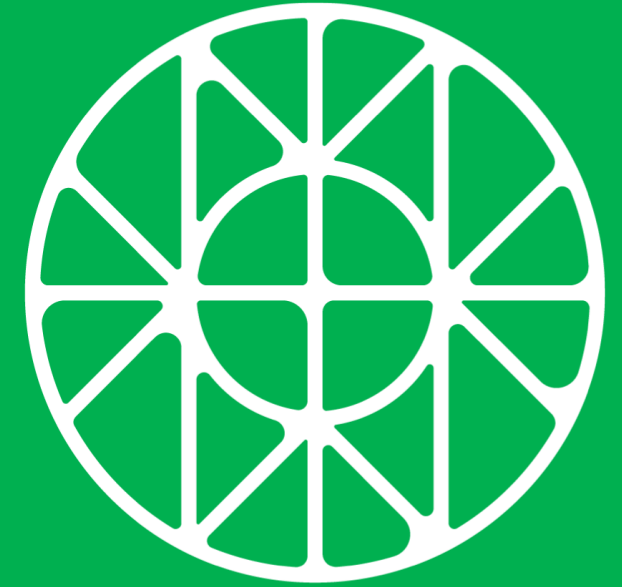


THE PLANNING PROCESS



Vision

To build upon a thriving, liveable and resilient community by connecting people, sharing knowledge and creating experiences through the celebration, support and leveraging of arts, culture and heritage in Sault Ste. Marie.



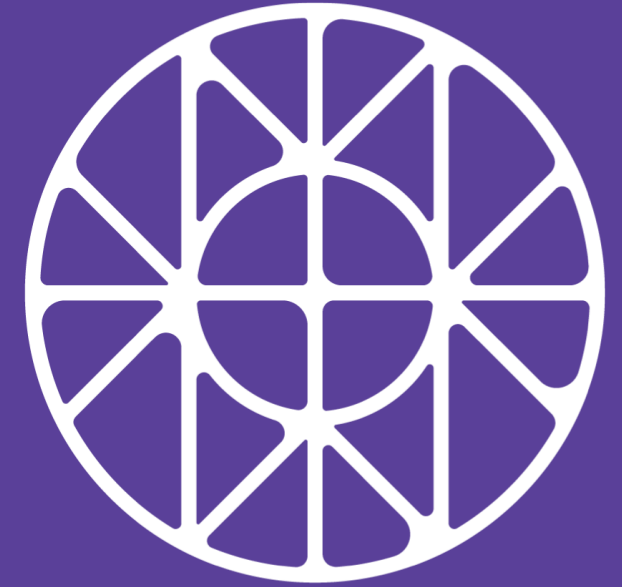
Defining Culture for Sault Ste. Marie



Sault College celebrates diversity
Photo credit: Sault College

Definition

Culture in Sault Ste. Marie is the individual and collective creative and artistic expression in all its forms, as referenced in the municipal cultural policy, influenced and inspired by its diverse peoples, its industrial and social history, Indigenous heritage and natural beauty.



Strengths



Young Saultite plays a public piano in the downtown
Photo credit: Sault Ste. Marie Downtown Association

Strengths



- A Vibrant Arts, Culture and Heritage Community
- Strong Volunteer Base
- Indigenous Heritage
- Relationship to Natural Heritage
- Border City

Challenges



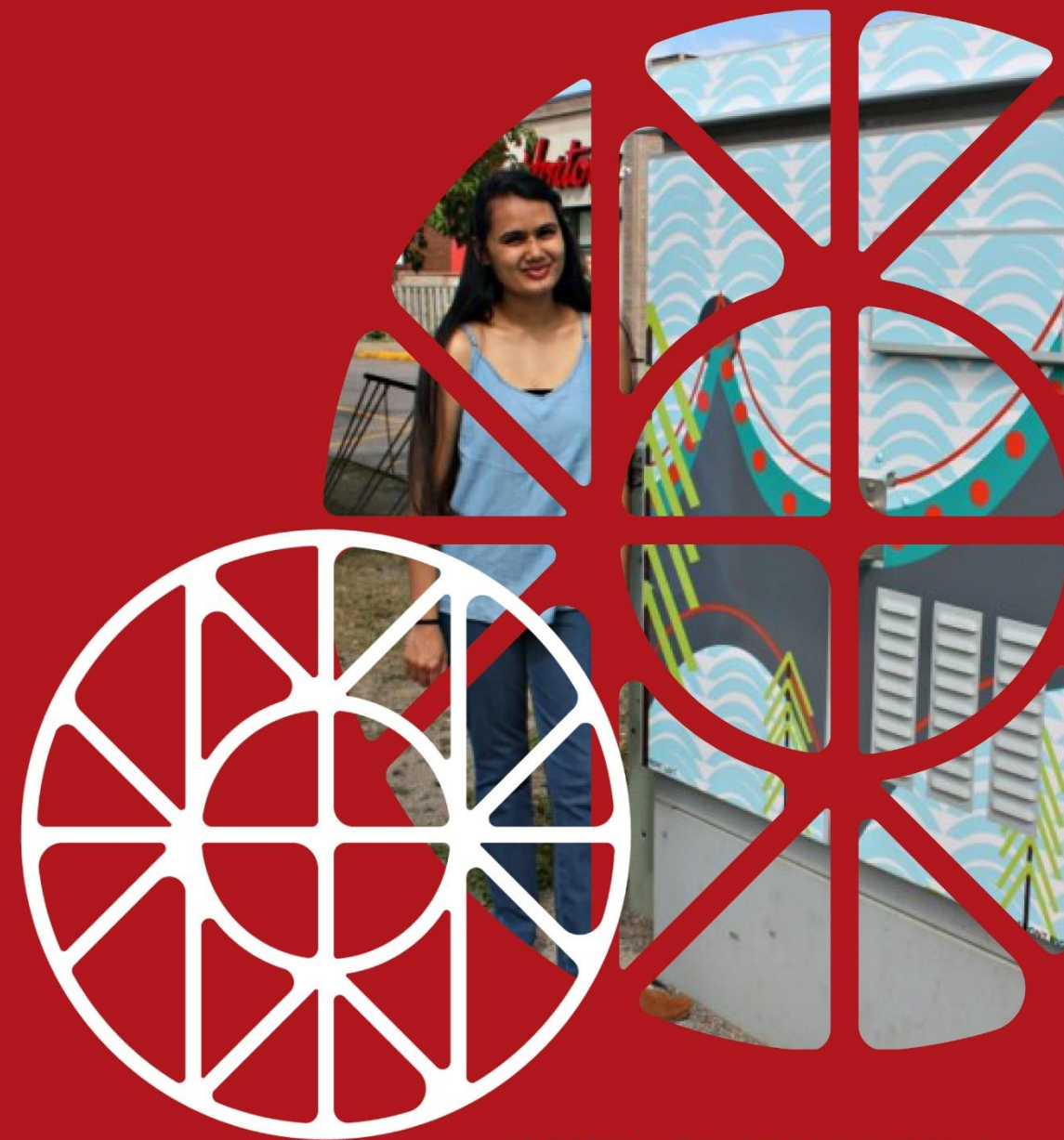
Challenges



- Cultural Infrastructure at the Municipal Level
- Funding
- Accountability
- Public Art
- Integration with the Indigenous Community

- Communication & Siloization
- Volunteerism
- Diversity of Offerings
- Youth Focus

Goals and Actions for Arts, Culture and Heritage



Khushali Contractor, Sault College student, stands in front of the traffic box she designed
Photo credit: City of Sault Ste. Marie



Goal #1: Municipal Support

Increase the support of arts, culture and heritage through direct and indirect funding, greater advocacy and capacity building, a full-time permanent position dedicated solely to arts and culture and streamlined processes and procedures.



Goal #2: Communications

Strengthen lines of communication with Sault Ste. Marie's arts and cultural community, more effectively promote greater diversity of arts and cultural events to residents and visitors, and facilitate greater dialogue between artists and other creative and cultural workers in the city.

Goal #3: Indigeneity



Establish a greater relationship with the Indigenous communities of Sault Ste. Marie and surrounding area working together toward more inclusivity and access to shared cultural activity.



Goal #4: Downtown Activation

Continue with initiatives and investment to increase live, work and play opportunities, create greater street level animation, and establish the downtown as a core destination for cultural activity and creative entrepreneurship.

Goal #5: Youth



Develop greater engagement with Sault Ste. Marie's youth through arts, culture and heritage.



Goal #6: Natural and Built Heritage

Recognize and protect Sault Ste. Marie's natural and built heritage.



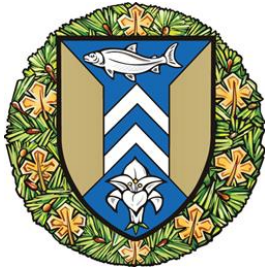
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2019 City of Sault Ste. Marie Credit Rating

PURPOSE

The purpose of this report is to provide information on the City's credit rating as published by S&P Global Ratings on September 11, 2019. The City's credit rating has been increased from AA- (stable) to AA (stable).

BACKGROUND

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

ANALYSIS

As stated in the report, better than expected financial results and improvement in the forecast resulted in an upgrade of the rating. The history of prudent financial management practices has led to a healthy cash position and very low debt, further supporting the rating. As well, a robust liquidity position allows the City to advance its capital program while maintaining a very low debt burden through 2021.

These strengths are offset by Sault Ste. Marie's challenging demographic profile that limits the City's growth prospects and might affect revenue-generating capability, in the view of S&P Global Ratings. They have noted a positive to this challenge regarding the City being selected as part of the Rural and Northern Immigration's Pilot, which is aimed at attracting and retaining foreign skilled workers. This could be positive for the City's long-term economic prospects.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 23, 2019 concerning the 2019 City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

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

Research Update:

City Of Sault Ste. Marie Ratings Raised To 'AA' From 'AA-' On Improved Budgetary Performance; Outlook Remains Stable

September 11, 2019

Overview

- The City of Sault Ste. Marie will demonstrate healthy operating balances and after-capital surpluses, on average, in the outlook horizon, indicating an improvement from our last review.
- A robust liquidity position will allow the city to advance its capital program while maintaining a very low debt burden through 2021.
- We are raising our long-term issuer credit and senior unsecured debt ratings on the City of Sault Ste. Marie to 'AA' from 'AA-', and maintaining our stable outlook.
- The upgrade reflects an improvement in the city's budgetary performance, coupled with, to a lesser extent, reduced exposure to contingent liabilities.

Rating Action

On Sept. 11, 2019, S&P Global Ratings raised its long-term issuer credit and senior unsecured debt ratings on the City of Sault Ste. Marie, in the Province of Ontario, to 'AA' from 'AA-'. The outlook is stable.

Outlook

The stable outlook reflects our expectation that, in the next two years, Sault Ste. Marie will post after-capital surpluses, on average, and maintain strong operating balances. We also expect the city will maintain tax-supported debt well below 30% of operating revenues through 2021, while preserving a healthy liquidity position.

Downside scenario

We could lower the ratings if budgetary results deteriorate, such that after-capital balances slip

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CRISIL Global Analytical Center, an
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into a sustained deficit position of more than 5% of total revenues, on average, leading to reduced internal resources and increased reliance on debt funding for capital, bringing the debt burden closer to 30% of operating revenues.

Upside scenario

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

Rationale

Better-than-expected financial results and improvement in the forecast resulted in an upgrade of the ratings on Sault Ste. Marie, reflecting our expectation that after-capital balances will stay in a surplus position, on average, in the outlook horizon. History of prudent financial management practices has led to a healthy cash position and very low debt, further supporting the ratings. In contrast, the city faces economic pressures stemming from demographic and locational challenges, which we expect to persist in the next two years.

Healthy operating balances will keep reliance on debt funding minimal.

Sault Ste. Marie continues to generate robust operating balances, which we expect to average almost 13% of adjusted operating revenues in our updated 2017-2021 base-case forecast. Following better-than-forecast after-capital results in 2018, we expect the city to maintain an after-capital surplus, on average, in the outlook horizon, despite elevated capital spending in the next two years due to major sanitary sewer projects. The five-year capital plan totals C\$233 million, with annual spending averaging C\$50 million through 2021. We believe Sault Ste. Marie has average budgetary flexibility.

We expect Sault Ste. Marie to issue C\$32 million in 2021, but for the tax-supported debt to remain very low, at less than 17% of total revenues. This includes C\$5.9 million in debt of the Public Utility Commission of Sault Ste. Marie, which the city guarantees. The city's healthy operating performance allows it to fund a large portion of its capital plan internally, and stable operating surpluses further support our assessment of its minimal debt burden. We estimate contingent liabilities to be low. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low.

Sault Ste. Marie maintains a robust liquidity position and satisfactory access to external liquidity for refinancing needs. We estimate that the city's free cash will total about C\$85 million in the next 12 months and cover more than 50x estimated debt service for the period.

Slower growth and demographic challenges continue to constrain economic potential; financial management remains sound.

Sault Ste. Marie's challenging demographic profile limits the city's growth prospects and might affect its revenue-generating capability, in our view. Its population has been on a declining trend, and, as in the past, those age 55 and over represent more than 25% of the total estimated population. However, the city has been selected as part of the Rural and Northern Immigration Pilot, a federal government project to help smaller rural and northern communities attract and

retain foreign skilled workers to meet their economic development and labor market needs. This could be positive for the city's long-term economic prospects and we will monitor its development. Sault Ste. Marie is the third-largest city in Northern Ontario, relying mainly on steel manufacturing and forestry. Although the city continues to gradually diversify away from its traditional resource-based economy, we believe that medium-term economic and related GDP growth will remain muted relative to that of Canada. While its GDP per capita is not available, we estimate it to be somewhat below the national average based on the city's income levels.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, and the city prepares one-year operating and capital budgets annually, with a four-year capital forecast. Senior staff is experienced, and we believe that debt and liquidity management is prudent. The city is updating its investment policy this year and plans to introduce a debt and capital financing policy in 2020.

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

Key Statistics

Table 1

City of Sault Ste. Marie--Selected Indicators

(Mil. C\$)	--Fiscal year ended Dec. 31--					
	2016	2017	2018	2019bc	2020bc	2021bc
Operating revenues	195	195	202	207	212	215
Operating expenditures	185	174	176	179	182	187
Operating balance	10	21	26	28	30	29
Operating balance (% of operating revenues)	5.2	10.6	12.9	13.5	14.1	13.4
Capital revenues	10	11	13	26	24	19
Capital expenditures	28	16	31	56	52	42
Balance after capital accounts	(8)	15	9	(2)	2	7
Balance after capital accounts (% of total revenues)	(3.8)	7.2	4.0	(0.9)	1.0	2.8
Debt repaid	1	1	1	2	2	2
Gross borrowings	0	0	0	0	0	32
Balance after borrowings	(9)	13	7	(4)	1	37
Direct debt (outstanding at year-end)	8	6	5	3	2	32
Direct debt (% of operating revenues)	4.0	3.2	2.4	1.6	0.8	14.8
Tax-supported debt (outstanding at year-end)	15	13	11	9	6	36

Table 1

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

(Mil. C\$)	--Fiscal year ended Dec. 31--					
	2016	2017	2018	2019bc	2020bc	2021bc
Tax-supported debt (% of consolidated operating revenues)	7.7	6.7	5.3	4.1	2.9	16.5
Interest (% of operating revenues)	0.2	0.2	0.1	0.1	0.1	0.5
Local GDP per capita (single units)	40,454	41,375	41,752	41,920	N/A	N/A
National GDP per capita (single units)	56,169	58,607	59,879	60,943	62,586	64,363

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case reflects S&P Global Ratings' expectations of the most likely scenario. dc--Downside case represents some but not all aspects of S&P Global Ratings' scenarios that could be consistent with a downgrade. uc--Upside case represents some but not all aspects of S&P Global Ratings' scenarios that could be consistent with an upgrade. N/A--Not applicable. N.A.--Not available. N.M.--Not meaningful.

Ratings Score Snapshot

Table 2

City of Sault Ste. Marie--Ratings Score Snapshot

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

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

Key Sovereign Statistics

Sovereign Risk Indicators, July 11, 2019. Interactive version available at www.spratings.com/SRI.

Related Criteria

- Methodology Of Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- General Criteria: Use of CreditWatch And Outlooks, Sept. 14, 2009

Related Research

- Americas Economic Snapshots: Trade Conflict Escalates, Once Again, Aug. 30, 2019
- Guidance: Methodology for Rating Local and Regional Governments Outside of the U.S., July 15, 2019
- Institutional Framework Assessments For International Local And Regional Governments, July 4, 2019
- Public Finance System Overview: Canadian Municipalities, July 18, 2018

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see 'Related Criteria And Research'). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision.

After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts.

The committee's assessment of the key rating factors is reflected in the Ratings Score Snapshot above.

The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook. The weighting of all rating factors is described in the methodology used in this rating action (see 'Related Criteria And Research').

Ratings List

Upgraded		
	To	From
Sault Ste. Marie (City of)		
Issuer Credit Rating	AA/Stable/--	AA-/Stable/--
Sault Ste. Marie (City of)		
Senior Unsecured	AA	AA-

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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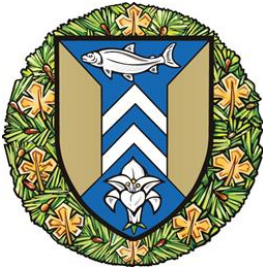
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, City Clerk

DEPARTMENT: Corporate Services

RE: Council Vacancy Policy

PURPOSE

The purpose of this report is to recommend an accountable and transparent policy to fill Council vacancies.

BACKGROUND

The following resolution was passed on June 26, 2017:

Moved by: Councillor P. Christian

Seconded by: Councillor M. Shoemaker

Whereas City Council was faced with filling a vacant Council seat (Council vacancy) in Ward 6 after former Councillor Romano was elected to the Provincial Legislature; and

Whereas Councils of the past have been faced with similar challenges; and

Whereas it is likely that Council vacancies will occur in the future; and

Whereas there are no formal policies and procedures that currently exist which guide Council, city staff, and the public through the challenges of filling Council vacancies;

Now Therefore Be It Resolved that Council request that the City Clerk's Department provide a report with recommended policies and procedures that can be adopted to deal with future Council vacancies; and

Further that any recommendations being offered give consideration to the time remaining in the Council's term, the methods by which the public will be notified of such vacancies and any procedures they will follow, and the procedures staff will follow for each of the recommendations being offered in the report.

ANALYSIS

A vacancy on Council can occur in several ways, including the death or resignation of a member, a member becoming disqualified, etc. When a vacancy occurs, City Council is required to declare the seat vacant.

Section 263 of the *Municipal Act* provides that a municipality may fill a vacancy in the office of a member of council by:

- a. Appointing a person who has consented to accept the office if appointed; or
- b. A by-election in accordance with the Municipal Elections Act.

The *Act* further provides that the appointment or the by-law requiring the by-election must take place within 60 days after the declaration of vacancy. It should be noted that if the vacancy occurs within 90 days before a regular election day, the seat may remain vacant.

Attached is a draft policy which encapsulates legislative requirements as to either an appointment or a by-election. In order to give Council as much flexibility as possible, the draft policy does not set strict guidelines as to when a vacant seat should be filled by appointment or by by-election.

FINANCIAL IMPLICATIONS

Adopting a Council vacancy policy has no financial impact. Where Council decides to fill a vacant seat by by-election there is a budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2019 09 23 be received and the Council Vacancy Policy be adopted as presented.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', followed by a horizontal line.

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



Subject: Council Vacancy Policy
Service Area: Council
Source: Municipal Act
Date: 2019 09 23

Purpose:

The purpose of this policy is to provide an accountable and transparent policy to fill Council vacancies.

Applications:

This policy applies to any vacancy on Council during its term.

The office of a member of council of a municipality becomes vacant if the member,

- a. becomes disqualified from holding the office of a member of council under sections 256, 257 or 258;
- b. fails to make the declaration of office before the deadline in section 232;
- c. is absent from the meetings of council for three successive months without being authorized to do so by a resolution of council;
- d. resigns from his or her office and the resignation is effective under section 260;
- e. is appointed or elected to fill any vacancy in any other office on the same council;
- f. has his or her office declared vacant in any judicial proceeding;
- g. forfeits his or her office under this or any other Act; or
- h. dies, whether before or after accepting office and making the prescribed declaration.

Section 259 (1) Municipal Act

Exception

(1.1) Clause (1) (c) does not apply to vacate the office of a member of council of a municipality who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

Definitions:

In this policy:

"Act" means the *Municipal Act 2001* as amended.

"Appointment" means the process of Council appointing a qualified individual to fill a vacancy for the remainder of the current Council term.

"By-election" means an election held to fill any vacancy, conducted in accordance with the provisions of section 65 of the *Municipal Elections Act 1996* as amended.

"Clerk" means the City Clerk appointed by Council under the *Act*, or his or her delegate.

"Council" means Sault Ste. Marie City Council.

"Regular election year" means the year established for a regular municipal election in accordance with the *Municipal Elections Act 1996* as amended.



The City of Sault Ste. Marie Information Manual

“Vacancy” means when a seat on Council is vacant in accordance with section 259 of the *Act*, and “vacant” has a corresponding meaning.

Policy:

When the office of a member of a Council becomes vacant, s. 262(1) of the *Act* requires that Council declare the office to be vacant at its next meeting. (If a vacancy occurs as a result of the death of a member, however, the declaration may be made at either of its next two meetings).

A vacancy may be filled by appointing a person who has consented to accept the office or by by-election. (s.263(1) of the *Act*).

Within 60 days after the declaration of vacancy the municipality shall,

- i. appoint a person to fill the vacancy under subsection; or
- ii. pass a by-law requiring a by-election be held to fill the vacancy.

If a vacancy occurs within 90 days before voting day of a regular election, the municipality is not required to fill the vacancy.

(s 263(5) of the *Act*)

By-election Process

The following process shall be followed when a vacancy is to be filled by by-election:

Council declares the seat vacant as stated above.

Within sixty days of declaring the seat vacant Council passes a by-law calling for a by-election.

The Clerk fixes Nomination Day in accordance with section 65(4)(1) of the *Municipal Elections Act 1996* (not less than 30 days and not more than 60 days after the by-law is passed).

In accordance with section 65(4)(3) of the *Municipal Elections Act, 1996* Voting Day for a by-election shall be 45 days after Nomination Day.

Appointment Process

The following process shall be followed when a vacancy is to be filled by appointment.

Council declares the seat vacant as stated above.

Within sixty days of declaring the seat vacant Council shall make an appointment to fill the vacancy.

Vacancy in the office of Mayor

If a vacancy in the office of Mayor is to be filled by appointment, Council may choose to fill the vacancy by appointing:

- a. A current member of Council;
- b. An unsuccessful candidate for the same office in the most recent regular election; or
- c. Any other qualified individual.

Vacancy in the office of Ward Councillor

If a vacancy in the office of ward councillor is to be filled by appointment, Council may choose to fill the vacancy by appointing:

- a. An unsuccessful candidate for the same ward in the most recent regular election; or
- b. Any other qualified individual.



The City of Sault Ste. Marie Information Manual

Appendix “A” sets out the procedure to be followed when a vacancy is to be filled by appointment of current members of Council to fill a vacancy in the office of Mayor.

Appendix “B” sets out the procedure to be followed when a vacancy is to be filled by appointment of a previous candidate to fill a vacancy (Mayor or Ward Councillor).

Appendix “C” sets out the procedure to be followed when a vacancy is to be filled by appointment of any other qualified individual (Mayor or Ward Councillor).

Nothing in this policy shall be interpreted as denying Council its authority to do anything permitted or required under the *Act* (Mayor or Ward Councillor).

DRAFT



Appendix “A” – Procedure to Appoint a Member of Council to fill a Vacancy in the office of Mayor

The following procedure will be used when appointing a current member of Council to fill a vacancy in the office of Mayor:

Definitions

In this procedure:

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

“Slate of Nominees” means a list of all the individual candidates who have been nominated in accordance with this procedure and “nominee” shall mean an individual whose name appears on the slate of nominees.

General

1. The appointment of a current member of Council to fill a vacancy in the office of Mayor shall take place at a regular meeting of Council or at a special meeting of Council called for such a purpose within 60 days of declaring a vacancy.
2. Only a member of Council elected for the term in which the appointment is taking place will be considered eligible for appointment.
3. At the Council Appointment Meeting the Chair will advise that Council has declared the mayor’s seat vacant in accordance with the *Municipal Act 2001* and resolved to fill the vacancy by appointment of another member of Council. The Chair will then provide an overview of how the appointment process will be conducted.

Nomination Process

4. A member of Council does not need to be present at a Council Appointment Meeting to be nominated. A member of Council who will be absent from a Council Appointment Meeting who wishes to be nominated shall submit to the Clerk, a minimum of two days prior to the Council Appointment Meeting, a signed letter consenting to their nomination. If the letter has not been provided to the Clerk the member of Council will not be permitted to be nominated. Members of Council absent from the meeting but duly nominated will not be permitted to provide written submissions to the meeting, appoint a representative to speak on their behalf, withdraw their nomination, or participate remotely. The Clerk will provide a copy of any letter(s) consenting to nomination received to the Chair who will read aloud the names.
5. The Chair will request that any member of Council interested in being nominated to indicate their interest by raising their hand.
6. The Chair will call three times for additional expressions of interest. Hearing none, the Chair will request a motion to close the nominations.
7. Once the nominations are closed, the Chair will read aloud all of the names of members of Council who have indicated their interest. The Chair will request a motion to adopt the names as a slate of nominees.



The City of Sault Ste. Marie Information Manual

8. Nominees will be offered a maximum of five minutes each, with no extension, to speak prior to the first round of voting. The order of speakers will be drawn by the Clerk from a container holding the names of all nominees.

Acclamation Process

9. If the slate of nominees includes only one nominee the Clerk will declare that nominee elected and a resolution or by-law will be prepared and submitted to Council for enactment.

Voting Process

10. If the slate of nominees includes more than one nominee rounds of voting will be conducted as follows:
 - a. The Clerk will provide members of Council a voting card on which to indicate their choice of nominee in writing.
 - b. The Clerk will read out the names of all the nominees alphabetically by surname.
 - c. Each member of Council is entitled to vote for one nominee in each round of voting.
 - d. The Clerk will ask members of Council to vote by displaying their voting card with choice of nominee clearly written on it, Members of Council will display the card at the same time and in a manner that is clearly visible to the Clerk and to the public.
 - e. Once a voting card has been displayed by a member of Council no changes shall be permitted.
 - f. The Clerk will record the votes and announce how each member of Council has voted and the results at the end of each round of voting.
11. If, at the end of any round of voting, a nominee receives the votes of more than one-half of the members of Council present, the Clerk will declare the nominee to be elected and a resolution or by-law will be prepared and submitted to Council for enactment.
12. Rounds of voting shall continue until a nominee has received more than one-half of the votes of the members of Council present or until a tie is broken in accordance with this procedure.
13. Where a round of voting does not result in a nominee receiving more than one-half of the votes of the members of Council present:
 - a. The nominee with the fewest number of votes will be automatically excluded from the slate of nominees in the next round of voting.
 - b. In any round of voting one vote shall be considered the lowest number of possible votes. Where a nominee receives zero votes they will be automatically excluded from the slate of nominees in the next round of voting.
 - c. If a tie occurs between two or more nominees for the fewest number of votes received, the Clerk will draw all but one nominee's name from a container to continue in the subsequent round of voting. The name of the nominee not pulled by the Clerk will be excluded from the slate of nominees in the next round of voting.
 - d. The Clerk will conduct another round of voting with a revised slate of nominees.
 - e. Where after rounds of voting the votes cast are equal for all the nominees:
 - i. If there are three or more nominees remaining the Clerk will draw all but one nominee's name from the container to continue in the slate of nominees. (The nominee not pulled by the Clerk is eliminated.)



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- ii. If only two nominees remain, the Clerk will break the tie by pulling the name of the successful nominee from the container. The nominee whose name is pulled by the Clerk will be declared elected and a resolution or by-law will be prepared and submitted to Council for enactment.
- f. Each of the pieces of paper used by the Clerk to draw the names of nominees will be created by the Clerk and will be equal in size and type and will contain the name of one nominee only.
- g. Only the Clerk or the Clerk's designate may handle the pieces of paper or container referenced in this procedure.

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Appendix “B” – Procedure to Appoint a Former Candidate to fill a Vacancy (Mayor or Ward Councillor)

The following procedure will be used when appointing a former candidate fill a vacancy:

Definitions

In this procedure:

“Candidate” means any person who was nominated in the most recent regular municipal election for election to the office that has been declared vacant, provided that the nomination was certified by the Clerk in accordance with the *Municipal Elections Act, 1996* and further provided that they are still qualified under the Act or the *Municipal Elections Act, 1996*.

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

General

1. Council may decide by resolution to fill a vacancy by appointment of a former candidate.
2. To be considered for appointment, a candidate must meet all of the requirements to hold the vacant office and must not be otherwise disqualified from holding that office.
3. It is the candidate’s sole responsibility to meet any deadline or otherwise comply with any requirement established by Council or the Clerk as part of the appointment process.

Method of Selection of Candidate to fill a Vacancy

4. Council may decide by resolution on or before the Council Appointment Meeting how the appointment process shall be conducted. Council may:
 - a. Choose to appoint the candidate who received the most number of votes in the previous municipal election; or
 - b. Any other selection process that Council decides to enact.

Notice

5. Notice of Council’s decision to appoint a candidate shall be provided as follows:
 - a. Notice of the vacancy shall be posted by the Clerk on the City’s website and by issuance of a News Release to local media outlets
 - b. Notice will also be provided to the last known address of a candidate.
6. The Notice will identify Council’s intention to appoint an eligible candidate to fill the vacancy and:
 - a. The eligibility requirements to fill the vacancy
 - b. Any requirement established by the Clerk, including, but not limited to:
 - i. Application forms or written expressions of interest
 - ii. Declarations of eligibility
 - iii. Deadline for submissions

Review of Applications

7. The Clerk shall examine all expressions of interest received from candidates by the deadline to ensure the eligibility of the candidate. At a minimum, the Clerk shall ensure that the candidate has:



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- a. Complied with the requirements established by Council and/or the Clerk;
 - b. Was a certified candidate for the vacant office in the previous regular municipal election; and
 - c. Is eligible under the *Act*, the *Municipal Elections Act, 1996*, or any other legislation, to hold the office that has been declared vacant.
8. The Clerk will certify a list of all candidates who are eligible for appointment. Candidates who do not meet the eligibility requirements will be notified in writing, and their names shall be provided to Council for information purposes only.
9. The Clerk shall provide Council with the certified list of candidates eligible for appointment prior to the Council Appointment Meeting, which shall include the name of each candidate and the number of votes they received in the previous municipal election.
10. The Clerk shall provide notice to each certified candidate of the date and time of the Council Appointment Meeting.



Appendix “C” – Procedure to Appoint an Eligible Elector to fill a Vacancy (Mayor or Ward Councillor)

The following procedure will be used when appointing an eligible elector to fill a vacancy:

Definitions

In this procedure:

“Candidate” means an eligible elector who has submitted an application for appointment to the Clerk in accordance with this procedure and who has been certified as a candidate by the Clerk.

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

“Eligible elector” means a person who is a qualified elector in accordance with the *Municipal Elections Act 1996*.

“Slate of Candidates” means a list of all of the individual candidates.

“Slate of Nominees” means a list of all the individual candidates who have been nominated in accordance with this procedure and “nominee” shall mean an individual whose name appears on the slate of nominees.

General

1. The appointment of an eligible elector to fill a vacancy shall take place at a regular meeting of Council or at a special meeting of Council called for such a purpose within 60 days of declaring a vacancy.
2. To be considered for appointment, an eligible elector must meet all of the requirements to hold the vacant office and must not otherwise be disqualified from holding that office.
3. It is the sole responsibility of the eligible elector to meet any deadline or otherwise comply with any requirement established by Council or the Clerk as part of the appointment process.

Notice Process

4. Notice of Council’s decision to appoint an eligible elector shall be posted by the Clerk on the City’s website and by issuance of a News Release to local media outlets.
5. The Notice will identify Council’s intention to appoint an eligible elector to fill the vacancy and:
 - a. The eligibility requirements to fill the vacancy
 - b. Any requirement established by the Clerk, including, but not limited to:
 - i. Consent of Nominee forms or written expressions of interest
 - ii. Statement of Qualification forms
 - iii. Declarations of eligibility
 - iv. Deadline for submissions

Application Review Process

6. Interested eligible electors must complete the application requirements established by the Clerk.
7. Following the deadline for submission of applications the Clerk will certify the eligible candidates.



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8. The Clerk shall provide notice to the candidates of the date and time of the Council Appointment Meeting.
9. Any Council Agenda documentation related to candidates will be published in alphabetical order by surname.
10. At the Council Appointment Meeting the Chair will advise that Council has declared the seat vacant in accordance with the *Municipal Act 2001* and resolved to fill the vacancy by appointment of an eligible elector. The Chair will then provide an overview of how the appointment process will be conducted.

Nomination Process

11. The Clerk will read aloud all of the names of certified candidates. These names constitute the official slate of candidates.
12. Each of the candidates will be offered a maximum of five minutes each, with no extension, to speak prior to the first round of voting. The order of speakers will be drawn by the Clerk from a container holding the names of all nominees.
13. The Clerk will call for nominations, subject to the following:
 - a. Only members of Council may nominate an individual candidate from the slate of candidates;
 - b. Each member of Council may nominate one or more candidates;
 - c. Nominations must be made by resolution (i.e. a mover and seconder is required)
 - d. Candidates are not required to be present to be nominated; however, candidates not in attendance will not be permitted to provide written submissions, appoint a representative to speak on their behalf, withdraw their application or participate remotely.
14. The Clerk will call three times for further nominations; hearing none, the Clerk will declare nominations to be closed.
15. The candidates nominated by members of Council in accordance with this procedure will be the slate of nominees.

Acclamation Process

16. If the slate of nominees includes only one nominee the Clerk will declare that nominee elected and a resolution or by-law will be prepared and submitted to Council for enactment.

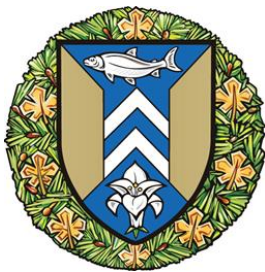
Voting Process

17. If the slate of nominees includes more than one nominee rounds of voting will be conducted as follows:
 - a. In accordance with section 244 of the *Act*, no vote shall be taken by ballot or by any other method of secret voting.
 - b. The Clerk will provide members of Council a voting card on which to indicate their choice of nominee in writing.
 - c. The Clerk will read out the names of all the nominees alphabetically by surname.
 - d. Each member of Council is entitled to vote for one nominee in each round of voting.
 - e. The Clerk will ask members of Council to vote by displaying their voting card with choice of nominee clearly written on it. Members of Council will display the card at the same time and in a manner that is clearly visible to the Clerk and to the public.



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- f. Once a voting card has been displayed by a member of Council no changes shall be permitted.
 - g. The Clerk will record the votes and announce how each member of Council has voted and the results at the end of each round of voting.
- 18. If, at the end of any round of voting, a nominee receives the votes of more than one-half of the members of Council present, the Clerk will declare the nominee to be elected and a resolution or by-law will be prepared and submitted to Council for enactment.
- 19. Rounds of voting shall continue until a nominee has received more than one-half of the votes of the members of Council present or until a tie is broken in accordance with this procedure.
- 20. Where a round of voting does not result in a nominee receiving more than one-half of the votes of the members of Council present:
 - a. The nominee with the fewest number of votes will be automatically excluded from the slate of nominees in the next round of voting.
 - b. In any round of voting one vote shall be considered the lowest number of possible votes. Where a nominee receives zero votes they will be automatically excluded from the slate of nominees in the next round of voting.
 - c. If a tie occurs between two or more nominees for the fewest number of votes received, the Clerk will draw all but one nominee's name from a container to continue in the subsequent round of voting. The name of the nominee not pulled by the Clerk will be excluded from the slate of nominees in the next round of voting.
 - d. The Clerk will conduct another round of voting with a revised slate of nominees.
 - e. Where after rounds of voting the votes cast are equal for all the nominees:
 - i. If there are three or more nominees remaining the Clerk will draw all but one nominee's name from the container to continue in the slate of nominees. (The nominee not pulled by the Clerk is eliminated.)
 - ii. If only two nominees remain, the Clerk will break the tie by pulling the name of the successful nominee from the container. The nominee whose name is pulled by the Clerk will be declared elected and a resolution or by-law will be prepared and submitted to Council for enactment.
 - f. Each of the pieces of paper used by the Clerk to draw the names of nominees will be created by the Clerk and will be equal in size and type and will contain the name of one nominee only.
 - g. Only the Clerk or the Clerk's designate may handle the pieces of paper or container referenced in this procedure.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Council Vacancy Policy Addition

PURPOSE

The purpose of this report is to add wording to the draft Council Vacancy Policy. .

BACKGROUND

The draft Council Vacancy Policy does not specifically contemplate a situation where there is a by-election and a sitting member of Council wishes to run in the by-election.

ANALYSIS

For clarity, the following words have been added to the policy:

“A current member of Council is eligible to run in a by-election. He or she is required to take an unpaid leave of absence beginning as of the day they are nominated and ending on voting day. This is consistent with section 30 (1) of the *Municipal Elections Act, 1996* which outlines the process for employees of the municipality to be a candidate. If the member is elected to the vacant office he or she shall be deemed to have resigned from their initial office immediately before making their declaration of office.”]

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2019 09 23 be received and the Council Vacancy Policy be adopted as presented.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', followed by a horizontal line.

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



Subject: Council Vacancy Policy
Service Area: Council
Source: Municipal Act
Date: 2019 09 23

Purpose:

The purpose of this policy is to provide an accountable and transparent policy to fill Council vacancies.

Applications:

This policy applies to any vacancy on Council during its term.

The office of a member of council of a municipality becomes vacant if the member,

- a. becomes disqualified from holding the office of a member of council under sections 256, 257 or 258;
- b. fails to make the declaration of office before the deadline in section 232;
- c. is absent from the meetings of council for three successive months without being authorized to do so by a resolution of council;
- d. resigns from his or her office and the resignation is effective under section 260;
- e. is appointed or elected to fill any vacancy in any other office on the same council;
- f. has his or her office declared vacant in any judicial proceeding;
- g. forfeits his or her office under this or any other Act; or
- h. dies, whether before or after accepting office and making the prescribed declaration.

Section 259 (1) Municipal Act

Exception

(1.1) Clause (1) (c) does not apply to vacate the office of a member of council of a municipality who is absent for 20 consecutive weeks or less if the absence is a result of the member's pregnancy, the birth of the member's child or the adoption of a child by the member.

Definitions:

In this policy:

"Act" means the *Municipal Act 2001* as amended.

"Appointment" means the process of Council appointing a qualified individual to fill a vacancy for the remainder of the current Council term.

"By-election" means an election held to fill any vacancy, conducted in accordance with the provisions of section 65 of the *Municipal Elections Act 1996* as amended.

"Clerk" means the City Clerk appointed by Council under the *Act*, or his or her delegate.

"Council" means Sault Ste. Marie City Council.

"Regular election year" means the year established for a regular municipal election in accordance with the *Municipal Elections Act 1996* as amended.



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“Vacancy” means when a seat on Council is vacant in accordance with section 259 of the *Act*, and “vacant” has a corresponding meaning.

Policy:

When the office of a member of a Council becomes vacant, s. 262(1) of the *Act* requires that Council declare the office to be vacant at its next meeting. (If a vacancy occurs as a result of the death of a member, however, the declaration may be made at either of its next two meetings).

A vacancy may be filled by appointing a person who has consented to accept the office or by by-election. (s.263(1) of the *Act*).

Within 60 days after the declaration of vacancy the municipality shall,

- i. appoint a person to fill the vacancy under subsection; or
- ii. pass a by-law requiring a by-election be held to fill the vacancy.

If a vacancy occurs within 90 days before voting day of a regular election, the municipality is not required to fill the vacancy.

(s 263(5) of the *Act*)

By-election Process

The following process shall be followed when a vacancy is to be filled by by-election:

Council declares the seat vacant as stated above.

Within sixty days of declaring the seat vacant Council passes a by-law calling for a by-election.

The Clerk fixes Nomination Day in accordance with section 65(4)(1) of the *Municipal Elections Act 1996* (not less than 30 days and not more than 60 days after the by-law is passed).

In accordance with section 65(4)(3) of the *Municipal Elections Act, 1996* Voting Day for a by-election shall be 45 days after Nomination Day.

A current member of Council is eligible to run in a by-election. He or she is required to take an unpaid leave of absence beginning as of the day they are nominated and ending on voting day. This is consistent with section 30 (1) of the *Municipal Elections Act, 1996* which outlines the process for employees of the municipality to be a candidate. If the member is elected to the vacant office he or she shall be deemed to have resigned from their initial office immediately before making their declaration of office.

Appointment Process

The following process shall be followed when a vacancy is to be filled by appointment.

Council declares the seat vacant as stated above.

Within sixty days of declaring the seat vacant Council shall make an appointment to fill the vacancy.

Vacancy in the office of Mayor

If a vacancy in the office of Mayor is to be filled by appointment, Council may choose to fill the vacancy by appointing:

- a. A current member of Council;
- b. An unsuccessful candidate for the same office in the most recent regular election; or
- c. Any other qualified individual.



Vacancy in the office of Ward Councillor

If a vacancy in the office of ward councillor is to be filled by appointment, Council may choose to fill the vacancy by appointing:

- a. An unsuccessful candidate for the same ward in the most recent regular election; or
- b. Any other qualified individual.

Appendix “A” sets out the procedure to be followed when a vacancy is to be filled by appointment of current members of Council to fill a vacancy in the office of Mayor.

Appendix “B” sets out the procedure to be followed when a vacancy is to be filled by appointment of a previous candidate to fill a vacancy (Mayor or Ward Councillor).

Appendix “C” sets out the procedure to be followed when a vacancy is to be filled by appointment of any other qualified individual (Mayor or Ward Councillor).

Nothing in this policy shall be interpreted as denying Council its authority to do anything permitted or required under the *Act* (Mayor or Ward Councillor).



Appendix “A” – Procedure to Appoint a Member of Council to fill a Vacancy in the office of Mayor

The following procedure will be used when appointing a current member of Council to fill a vacancy in the office of Mayor:

Definitions

In this procedure:

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

“Slate of Nominees” means a list of all the individual candidates who have been nominated in accordance with this procedure and “nominee” shall mean an individual whose name appears on the slate of nominees.

General

1. The appointment of a current member of Council to fill a vacancy in the office of Mayor shall take place at a regular meeting of Council or at a special meeting of Council called for such a purpose within 60 days of declaring a vacancy.
2. Only a member of Council elected for the term in which the appointment is taking place will be considered eligible for appointment.
3. At the Council Appointment Meeting the Chair will advise that Council has declared the mayor’s seat vacant in accordance with the *Municipal Act 2001* and resolved to fill the vacancy by appointment of another member of Council. The Chair will then provide an overview of how the appointment process will be conducted.

Nomination Process

4. A member of Council does not need to be present at a Council Appointment Meeting to be nominated. A member of Council who will be absent from a Council Appointment Meeting who wishes to be nominated shall submit to the Clerk, a minimum of two days prior to the Council Appointment Meeting, a signed letter consenting to their nomination. If the letter has not been provided to the Clerk the member of Council will not be permitted to be nominated. Members of Council absent from the meeting but duly nominated will not be permitted to provide written submissions to the meeting, appoint a representative to speak on their behalf, withdraw their nomination, or participate remotely. The Clerk will provide a copy of any letter(s) consenting to nomination received to the Chair who will read aloud the names.
5. The Chair will request that any member of Council interested in being nominated to indicate their interest by raising their hand.
6. The Chair will call three times for additional expressions of interest. Hearing none, the Chair will request a motion to close the nominations.
7. Once the nominations are closed, the Chair will read aloud all of the names of members of Council who have indicated their interest. The Chair will request a motion to adopt the names as a slate of nominees.



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8. Nominees will be offered a maximum of five minutes each, with no extension, to speak prior to the first round of voting. The order of speakers will be drawn by the Clerk from a container holding the names of all nominees.

Acclamation Process

9. If the slate of nominees includes only one nominee the Clerk will declare that nominee elected and a resolution or by-law will be prepared and submitted to Council for enactment.

Voting Process

10. If the slate of nominees includes more than one nominee rounds of voting will be conducted as follows:
 - a. The Clerk will provide members of Council a voting card on which to indicate their choice of nominee in writing.
 - b. The Clerk will read out the names of all the nominees alphabetically by surname.
 - c. Each member of Council is entitled to vote for one nominee in each round of voting.
 - d. The Clerk will ask members of Council to vote by displaying their voting card with choice of nominee clearly written on it, Members of Council will display the card at the same time and in a manner that is clearly visible to the Clerk and to the public.
 - e. Once a voting card has been displayed by a member of Council no changes shall be permitted.
 - f. The Clerk will record the votes and announce how each member of Council has voted and the results at the end of each round of voting.
11. If, at the end of any round of voting, a nominee receives the votes of more than one-half of the members of Council present, the Clerk will declare the nominee to be elected and a resolution or by-law will be prepared and submitted to Council for enactment.
12. Rounds of voting shall continue until a nominee has received more than one-half of the votes of the members of Council present or until a tie is broken in accordance with this procedure.
13. Where a round of voting does not result in a nominee receiving more than one-half of the votes of the members of Council present:
 - a. The nominee with the fewest number of votes will be automatically excluded from the slate of nominees in the next round of voting.
 - b. In any round of voting one vote shall be considered the lowest number of possible votes. Where a nominee receives zero votes they will be automatically excluded from the slate of nominees in the next round of voting.
 - c. If a tie occurs between two or more nominees for the fewest number of votes received, the Clerk will draw all but one nominee's name from a container to continue in the subsequent round of voting. The name of the nominee not pulled by the Clerk will be excluded from the slate of nominees in the next round of voting.
 - d. The Clerk will conduct another round of voting with a revised slate of nominees.
 - e. Where after rounds of voting the votes cast are equal for all the nominees:
 - i. If there are three or more nominees remaining the Clerk will draw all but one nominee's name from the container to continue in the slate of nominees. (The nominee not pulled by the Clerk is eliminated.)



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- ii. If only two nominees remain, the Clerk will break the tie by pulling the name of the successful nominee from the container. The nominee whose name is pulled by the Clerk will be declared elected and a resolution or by-law will be prepared and submitted to Council for enactment.
- f. Each of the pieces of paper used by the Clerk to draw the names of nominees will be created by the Clerk and will be equal in size and type and will contain the name of one nominee only.
- g. Only the Clerk or the Clerk's designate may handle the pieces of paper or container referenced in this procedure.

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Appendix “B” – Procedure to Appoint a Former Candidate to fill a Vacancy (Mayor or Ward Councillor)

The following procedure will be used when appointing a former candidate fill a vacancy:

Definitions

In this procedure:

“Candidate” means any person who was nominated in the most recent regular municipal election for election to the office that has been declared vacant, provided that the nomination was certified by the Clerk in accordance with the *Municipal Elections Act, 1996* and further provided that they are still qualified under the Act or the *Municipal Elections Act, 1996*.

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

General

1. Council may decide by resolution to fill a vacancy by appointment of a former candidate.
2. To be considered for appointment, a candidate must meet all of the requirements to hold the vacant office and must not be otherwise disqualified from holding that office.
3. It is the candidate’s sole responsibility to meet any deadline or otherwise comply with any requirement established by Council or the Clerk as part of the appointment process.

Method of Selection of Candidate to fill a Vacancy

4. Council may decide by resolution on or before the Council Appointment Meeting how the appointment process shall be conducted. Council may:
 - a. Choose to appoint the candidate who received the most number of votes in the previous municipal election; or
 - b. Any other selection process that Council decides to enact.

Notice

5. Notice of Council’s decision to appoint a candidate shall be provided as follows:
 - a. Notice of the vacancy shall be posted by the Clerk on the City’s website and by issuance of a News Release to local media outlets
 - b. Notice will also be provided to the last known address of a candidate.
6. The Notice will identify Council’s intention to appoint an eligible candidate to fill the vacancy and:
 - a. The eligibility requirements to fill the vacancy
 - b. Any requirement established by the Clerk, including, but not limited to:
 - i. Application forms or written expressions of interest
 - ii. Declarations of eligibility
 - iii. Deadline for submissions

Review of Applications

7. The Clerk shall examine all expressions of interest received from candidates by the deadline to ensure the eligibility of the candidate. At a minimum, the Clerk shall ensure that the candidate has:



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- a. Complied with the requirements established by Council and/or the Clerk;
 - b. Was a certified candidate for the vacant office in the previous regular municipal election; and
 - c. Is eligible under the *Act*, the *Municipal Elections Act, 1996*, or any other legislation, to hold the office that has been declared vacant.
8. The Clerk will certify a list of all candidates who are eligible for appointment. Candidates who do not meet the eligibility requirements will be notified in writing, and their names shall be provided to Council for information purposes only.
9. The Clerk shall provide Council with the certified list of candidates eligible for appointment prior to the Council Appointment Meeting, which shall include the name of each candidate and the number of votes they received in the previous municipal election.
10. The Clerk shall provide notice to each certified candidate of the date and time of the Council Appointment Meeting.



Appendix “C” – Procedure to Appoint an Eligible Elector to fill a Vacancy (Mayor or Ward Councillor)

The following procedure will be used when appointing an eligible elector to fill a vacancy:

Definitions

In this procedure:

“Candidate” means an eligible elector who has submitted an application for appointment to the Clerk in accordance with this procedure and who has been certified as a candidate by the Clerk.

“Chair” means the member of Council presiding at the Council Appointment Meeting.

“Container” means any container to be used by the Clerk in the drawing of names of individual nominees.

“Council Appointment Meeting” means the regular or special Council meeting where Council will appoint someone to fill a vacancy.

“Eligible elector” means a person who is a qualified elector in accordance with the *Municipal Elections Act 1996*.

“Slate of Candidates” means a list of all of the individual candidates.

“Slate of Nominees” means a list of all the individual candidates who have been nominated in accordance with this procedure and “nominee” shall mean an individual whose name appears on the slate of nominees.

General

1. The appointment of an eligible elector to fill a vacancy shall take place at a regular meeting of Council or at a special meeting of Council called for such a purpose within 60 days of declaring a vacancy.
2. To be considered for appointment, an eligible elector must meet all of the requirements to hold the vacant office and must not otherwise be disqualified from holding that office.
3. It is the sole responsibility of the eligible elector to meet any deadline or otherwise comply with any requirement established by Council or the Clerk as part of the appointment process.

Notice Process

4. Notice of Council’s decision to appoint an eligible elector shall be posted by the Clerk on the City’s website and by issuance of a News Release to local media outlets.
5. The Notice will identify Council’s intention to appoint an eligible elector to fill the vacancy and:
 - a. The eligibility requirements to fill the vacancy
 - b. Any requirement established by the Clerk, including, but not limited to:
 - i. Consent of Nominee forms or written expressions of interest
 - ii. Statement of Qualification forms
 - iii. Declarations of eligibility
 - iv. Deadline for submissions

Application Review Process

6. Interested eligible electors must complete the application requirements established by the Clerk.
7. Following the deadline for submission of applications the Clerk will certify the eligible candidates.



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8. The Clerk shall provide notice to the candidates of the date and time of the Council Appointment Meeting.
9. Any Council Agenda documentation related to candidates will be published in alphabetical order by surname.
10. At the Council Appointment Meeting the Chair will advise that Council has declared the seat vacant in accordance with the *Municipal Act 2001* and resolved to fill the vacancy by appointment of an eligible elector. The Chair will then provide an overview of how the appointment process will be conducted.

Nomination Process

11. The Clerk will read aloud all of the names of certified candidates. These names constitute the official slate of candidates.
12. Each of the candidates will be offered a maximum of five minutes each, with no extension, to speak prior to the first round of voting. The order of speakers will be drawn by the Clerk from a container holding the names of all nominees.
13. The Clerk will call for nominations, subject to the following:
 - a. Only members of Council may nominate an individual candidate from the slate of candidates;
 - b. Each member of Council may nominate one or more candidates;
 - c. Nominations must be made by resolution (i.e. a mover and seconder is required)
 - d. Candidates are not required to be present to be nominated; however, candidates not in attendance will not be permitted to provide written submissions, appoint a representative to speak on their behalf, withdraw their application or participate remotely.
14. The Clerk will call three times for further nominations; hearing none, the Clerk will declare nominations to be closed.
15. The candidates nominated by members of Council in accordance with this procedure will be the slate of nominees.

Acclamation Process

16. If the slate of nominees includes only one nominee the Clerk will declare that nominee elected and a resolution or by-law will be prepared and submitted to Council for enactment.

Voting Process

17. If the slate of nominees includes more than one nominee rounds of voting will be conducted as follows:
 - a. In accordance with section 244 of the *Act*, no vote shall be taken by ballot or by any other method of secret voting.
 - b. The Clerk will provide members of Council a voting card on which to indicate their choice of nominee in writing.
 - c. The Clerk will read out the names of all the nominees alphabetically by surname.
 - d. Each member of Council is entitled to vote for one nominee in each round of voting.
 - e. The Clerk will ask members of Council to vote by displaying their voting card with choice of nominee clearly written on it. Members of Council will display the card at the same time and in a manner that is clearly visible to the Clerk and to the public.



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- f. Once a voting card has been displayed by a member of Council no changes shall be permitted.
 - g. The Clerk will record the votes and announce how each member of Council has voted and the results at the end of each round of voting.
- 18. If, at the end of any round of voting, a nominee receives the votes of more than one-half of the members of Council present, the Clerk will declare the nominee to be elected and a resolution or by-law will be prepared and submitted to Council for enactment.
- 19. Rounds of voting shall continue until a nominee has received more than one-half of the votes of the members of Council present or until a tie is broken in accordance with this procedure.
- 20. Where a round of voting does not result in a nominee receiving more than one-half of the votes of the members of Council present:
 - a. The nominee with the fewest number of votes will be automatically excluded from the slate of nominees in the next round of voting.
 - b. In any round of voting one vote shall be considered the lowest number of possible votes. Where a nominee receives zero votes they will be automatically excluded from the slate of nominees in the next round of voting.
 - c. If a tie occurs between two or more nominees for the fewest number of votes received, the Clerk will draw all but one nominee's name from a container to continue in the subsequent round of voting. The name of the nominee not pulled by the Clerk will be excluded from the slate of nominees in the next round of voting.
 - d. The Clerk will conduct another round of voting with a revised slate of nominees.
 - e. Where after rounds of voting the votes cast are equal for all the nominees:
 - i. If there are three or more nominees remaining the Clerk will draw all but one nominee's name from the container to continue in the slate of nominees. (The nominee not pulled by the Clerk is eliminated.)
 - ii. If only two nominees remain, the Clerk will break the tie by pulling the name of the successful nominee from the container. The nominee whose name is pulled by the Clerk will be declared elected and a resolution or by-law will be prepared and submitted to Council for enactment.
 - f. Each of the pieces of paper used by the Clerk to draw the names of nominees will be created by the Clerk and will be equal in size and type and will contain the name of one nominee only.
 - g. Only the Clerk or the Clerk's designate may handle the pieces of paper or container referenced in this procedure.



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, City Clerk

DEPARTMENT: Corporate Services

RE: LopLops – Request for Municipally Significant Event

PURPOSE

The purpose of this report is to request that LopLops Oktoberfest event at the Canadian Bushplane Heritage Centre be declared a municipally significant event.

BACKGROUND

Attached is a request from LopLops for a municipal resolution declaring the October 5, 2019 Oktoberfest event at the Canadian Bushplane Heritage Museum a municipally significant event for the purpose of obtaining a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO). Council passed such a resolution in 2018 regarding the same event.

ANALYSIS

A Special Occasion Permit is required any time alcohol is offered for sale or served anywhere other than a licenced establishment or a private place, per the regulations of AGCO. Information from the AGCO concerning Special Occasion Permits and the need for a municipally significant event is attached.

It is staff's understanding that LopLops is not permitted under AGCO regulations to both cater and sell tickets to the event.

FINANCIAL IMPLICATIONS

There is no financial impact associated with this request.

STRATEGIC PLAN / POLICY IMPACT

This is an administrative matter not linked to the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2019 09 23 concerning LopLops request for a municipally significant event be received and that Council has no objection to the

LopLops Request for Municipally Significant Event

2019 09 23

Page 2.

Oktoberfest event being held at the Canadian Bushplane Heritage Centre on October 5, 2019.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', with a horizontal line extending to the right.

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca

Rachel Tyczinski

Subject: FW: Oktoberfest

-----Original Message-----

From: stephen alexander

Sent: Wednesday, September 18, 2019 10:12 AM

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

Subject: Re: Oktoberfest

Hi Rachel,

I put on an event called Oktoberfest at the bushplane museum, it is going into its 5th year and we get people from Sudbury and Sault Michigan coming up for it. It is being held on October 5th from 12-7 this year.

AGCO licensing does not allow me to cater the event AND sell tickets for the event. The liquor inspector suggested a public "special occasions permit" but in order to do that we would need to be classified as a "municipally significant event".

If you have any other questions please let me know.

Steve Alexander

Loplops

What is a Public Event?

Public Events

Public Events may be held for events of significance and/or to raise funds for charitable purposes and objects that benefit the public-at-large (i.e. advancement of education, religion, relief of poverty, charitable purposes benefiting the community) or for a tailgate event that is held in connection with and in proximity to, an eligible live sporting event.

Public Event permits can be issued:

- To registered charities
- To non-profit organizations whose object is to promote charitable, educational, religious or community objects, or
- For events of municipal, provincial, national or international significance.
- For a tailgate event held at outdoor premises that are at ground level, where the event is held in connection with, and in proximity to, a live professional, semi-professional or post-secondary sporting event. For more information on tailgate events, please see the AGCO's [Tailgate Event Permit Guide](#).

An event of municipal significance requires a designation by the municipality in which the event will take place. Applications must be accompanied by either a municipal resolution or a letter from a delegated municipal official designating the event as municipally significant.

- In order to be recognized as an event of provincial, national or international significance, it must be designated as such by the AGCO.
- Public events may be advertised to the public.
- Alcohol may be sold at a profit (to allow for fundraising).

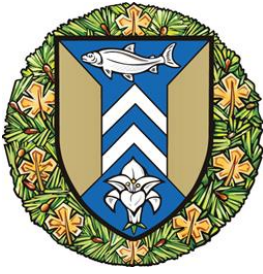
Classes of Public SOPs

There are three classes of Public SOPs available:

- **Sale:** A Sale SOP is issued when money is collected for the sale of alcohol either directly or indirectly. This could be through, for example, an admission charge to the event, when tickets for alcohol are sold to people attending the event, or when there is any pre-collection of money for the alcohol. The application fee for a Sale Permit is \$150.00 for each day of the event.
- **No Sale:** A No Sale SOP is issued when alcohol is served without charge or when there is no money collected for alcohol – either directly or indirectly – from guests.
- **Tailgate Events:** For Public Events that are held outdoors, in connection with, and in proximity to, an eligible live sporting event and where attendees 19 years of age or older may bring their own liquor (BYOB) for consumption at the event. These events can be advertised and the sale and/or service of alcohol are permitted at the event.

Was this page useful?

Please help us improve the AGCO website by [responding to this survey](#).



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Bus Shelter Lease – Lukenda Drive

PURPOSE

This purpose of this report is for Council to approve a lease agreement between Lukenda Holdings Inc. and the City of Sault Ste. Marie to install a bus shelter on Lukenda Drive.

BACKGROUND

When the hospital was relocated in 2011, a bus shelter was installed on Lukenda Drive, which had been used to service passengers for the Great Northern Retirement home. In the fall of 2018 it was determined a new transfer point was required on Great Northern Road (GNR). This was in response to a route adjustment to the GNR and Steelton/Second Line routes. This took place a few months after the new routes had been implemented. During this process, the Lukenda Drive shelter was relocated to GNR. However, the bus stop on Lukenda Drive remained to accommodate the smaller number of passengers using this stop from the Great Northern Retirement home. In addition, the concrete pad had deteriorated to the point where a shelter could no longer be supported.

Since the shelter has been removed there have been numerous requests from residents of the Great Northern Retirement home to add the shelter back.

ANALYSIS

Staff have contacted Lukenda Holdings Inc. and they are willing to enter into a lease agreement in order for the City to pour a Concrete pad on their property to facilitate (Appendix A).

The older concrete pad will remain in front of this shelter as it is deemed to improve accessibility.

The City does have a shelter on hand to install at this location and Public Works will pour the required pad for installation. Staff are recommending that the shelter be added back to this location.

FINANCIAL IMPLICATIONS

The recommended option will be accommodated through the existing Transit repairs maintenance budget at approximately \$2,800. The cost of the shelter has previously been approved through the Capital Budgeting process.

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It promotes Quality of Life Advantages.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 09 23 be approved.

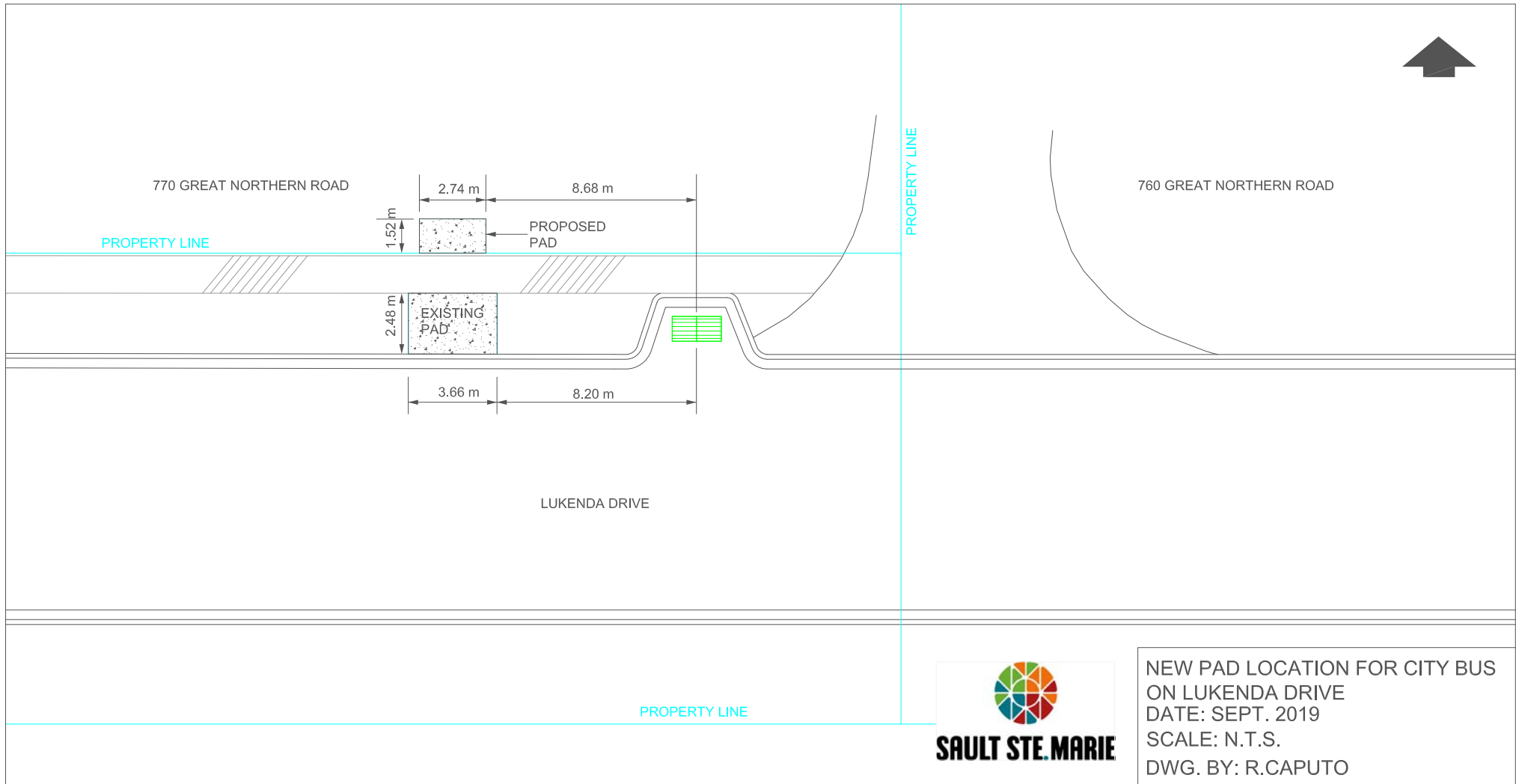
Supporting By-Law 2019-188 and agreement appear elsewhere on the agenda for approval.

Respectfully submitted,



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

APPENDIX "A"



NEW PAD LOCATION FOR CITY BUS
ON LUKENDA DRIVE
DATE: SEPT. 2019
SCALE: N.T.S.
DWG. BY: R.CAPUTO



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: John Rhodes Community Centre Feasibility Study

PURPOSE

The purpose of this report is to seek Council's approval to apply for joint funding from two funding sources:

- (1) The Natural Resources Canada Energy Manager Funding Program for Energy Assessments for Buildings and Facilities; and,
- (2) The Federation of Canadian Municipalities (FCM) Green Municipal Fund Feasibility Study Program.

The funding will allow the Corporation of the City of Sault Ste. Marie to access 100% of the funds required to complete an American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level 2 Audit of the John Rhodes Community Centre (JRCC) in order to meet criteria to apply for future energy retrofit capital funding programs.

BACKGROUND

The Corporation of The City of Sault Ste. Marie (the City) recognizes the need and importance of reducing municipal energy costs by exploring energy efficiency upgrades. Corporate action has been taken through the creation of the City's Municipal Environmental Initiatives Committee (Green Committee) in 2007 and updating the City's Energy Conservation and Demand Management Plan in 2019. In addition, in 2010, IB Storey Professional Energy Solutions completed energy audits at several municipal facilities, which are the first step in identifying opportunities to making facilities more energy efficient.

One of the facilities that received an energy audit was the John Rhodes Community Centre (JRCC). The final audit report identified a series of energy saving retrofit opportunities using the American Society of Heating Refrigerating and Air-Conditioning (ASHRAE) Assessment Specifications standard. The ASHRAE defines best practices for energy audits, and audits Levels 1, 2 and 3 have standards, which vary in depth.

The 2010 John Rhodes Community Centre Energy Assessment report identified energy retrofit opportunities with a total energy saving potential of \$148,000 and an estimated implementation cost of \$728,000; resulting in a payback period of 4.9 years. The opportunity that presented itself with the highest savings for the facility was a full plant heat recovery initiative which had estimated energy cost savings of \$43,000 per year. The energy audit identified high level opportunities for saving energy; however, the final report identified the need for a more detailed energy assessment report, in order to identify more energy saving calculations and costs to justify project implementation.

In August 2019, Natural Resources Canada (NRCan) announced funding for Energy Assessments for Buildings and Facilities. The program offers funding to municipalities to conduct an energy assessment and receive up to 75% of total project costs to a maximum of \$40,000 per assessment and \$200,000 per organization. In addition to this program, the Federation of Canadian Municipalities (FCM) through the Green Municipal Fund (GMF) also provides grants to support environmentally sustainable municipal feasibility studies. The program provides municipalities with a grant of up to 50% of eligible costs to a maximum of \$175,000.

Applying for both the NRCan Energy Assessment Funding Program and the FCM GMF feasibility study funding stream will allow the City to obtain 100% of the funds required to conduct an \$80,000 ASHRAE Level 2 Energy Audit of the JRCC. This study will improve the City's position to apply for capital funding to implement energy efficient retrofit action items, in particular the FCM Capital Projects funding stream which finances capital projects that improve municipal energy efficiency and reduce greenhouse gas (GHG) emissions.

ANALYSIS

The Energy Assessment Report created by IB Story Professional Energy Solutions in 2010 provided the John Rhodes Community Centre (JRCC) with the groundwork towards energy retrofit projects; however, further discussion, engineering, and costing must be completed prior to initiating an extensive energy retrofit.

With joint funding from both the Natural Resources Canada (NRCan) Energy Manager Funding Program for Energy Assessments for Buildings and Facilities and the Federation of Canadian Municipalities (FCM) Green Municipal Fund Feasibility Study Program, the City will be able to complete an ASHRAE Level 2 Audit that builds on the IB Story Energy audit. The ASHRAE Level 2 Energy Audit will add detailed energy calculations and financial analysis of proposed energy efficiency measures. A requirement of the NRCan Energy Manager Funding Program for Energy Assessments for Buildings and Facilities is for the City to commit to monitor and report energy savings resulting from the project, on an annual basis for three years following the end of the project. This is already a regular

annual monitoring process for the City as part of its Energy Conservation and Demand Management monitoring under the Ontario Electricity Act.

Conducting an in depth energy retrofit feasibility assessment of the JRCC, also aligns with the FutureSSM priority of environmental sustainability. Energy management through energy efficiency projects can reduce facility energy costs and money saved can be reinvested into other community programs and will further community priorities towards environment and energy sustainability.

The ASHRAE Level 2 Energy Assessment of the JRCC would help the City overcome barriers to identifying and implementing energy-saving projects at the facility. This would be beneficial in advancing the City's environmental agenda, particularly as it pertains to reducing their energy consumption by 5% by 2023 through the implementation of cost-effective energy management initiatives, as identified in the 2019 City Energy Conservation and Demand Management Plan.

Completing the ASHRAE Level 2 Energy Assessment on the JRCC is dependent on the City successfully receiving 100% of audit project funding from both the NRCan Energy Manager Funding Program for Energy Assessments for Buildings and Facilities and the FCM GMF Feasibility Study Funding Program.

FINANCIAL IMPLICATIONS

There are no direct financial implications associated with applying for the NRCan Energy Manager Energy assessment funding stream and the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Feasibility Study stream. The ability to complete the ASHREA Level 2 audit of the John Rhodes Community Centre is dependent on funding received from both NRCan and the FCM Green Municipal Fund (GMF) to have the energy assessment paid for in full.

The project budget for the audit is \$80,000 with a planned request of \$40,000 to be from the Natural Resources Canada Energy Manager program and \$40,000 from the Federation of Canadian Municipalities Feasibility Study program. Both sources of funding are eligible to be stacked and will not require funding from the City.

STRATEGIC PLAN / POLICY IMPACT

The City of Sault Ste. Marie Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas.

In addition, as previously mentioned in the analysis section of this report, the 2019 City of Sault Ste. Marie Energy Conservation and Demand Management Plan recommends that the city reduce its Energy Consumption by 5% by 2023.

RECOMMENDATION

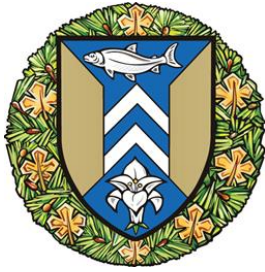
It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019-09-23 be received and that staff be authorized to apply for the Natural Resources Canada Energy Manager Program Funding for Energy Assessments for Buildings and Industrial Facilities Application, and the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Feasibility Study Application for funding to conduct an ASHRAE Level 2 Audit at the John Rhodes Community Centre.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'B. Lamming', with a long horizontal stroke extending to the right.

Brent Lamming
Director of Community Services
705.971.3366
b.lamming@cityssm.on.ca



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner
Patrick Lo, Planning Intern

DEPARTMENT: Community Development and Enterprise Services

RE: James Street Area Revitalization Plan – Update

PURPOSE

The purpose of this report is to provide Council with an information update in relation to the following Council Resolution, dated March 5, 2018:

James Street and Surrounding Area Revitalization Plan

Moved by: Councilor M. Shoemaker
Seconded by: Councilor O. Grandinetti

Whereas the CTV W5 program “Steel Town Down” focused on the opioid crisis across Canada, and how it is affecting mid-sized cities like Sault Ste. Marie; and

Whereas the program featured Sault Ste. Marie’s Jamestown neighbourhood as one of the areas in Sault Ste. Marie where the use of opioids and other substances is prominent; and

Whereas the Sault Ste. Marie Innovation Centre’s GIS department has been presenting data to stakeholders in the community for a number of years on the lack of park services and outdoor recreation activities in the Jamestown area and throughout the downtown core; and

Whereas the lack of activities in Sault Ste. Marie was cited as one of a wide number of factors that results in individuals turning to substance use, and ultimately substance abuse, in Sault Ste. Marie; and

Whereas the provision of park services and outdoor recreational activities is an area of direct municipal responsibility and an area where the City can play a leading role in combating part of this issue;

Now Therefore Be It Resolved that Community Development and Enterprise Services staff, in consultation with the Innovation Centre’s GIS department, be

requested to bring forward to City Council forthwith a James Street and surrounding area revitalization plan, including, but not limited to:

- possible expansion of Anna Marinelli Park;
- conversion of unused green space in the area for recreational use; and
- an examination and assessment of James Street and a recommendation on how best to use James Street as a public space; and
- recommendations on the creation of a park or green space in the Downtown core.

BACKGROUND

In January 2019, City staff invited three firms to submit proposals for a visioning exercise on the revitalization of this area. After reviewing the proposals, staff, in June of this year, retained the services of The Planning Partnership, at a price of \$11,300.00 plus HST.

The Planning Partnership has previously worked with the City on other public space projects, such as the Etienne Brule park and school site, the Canal District Neighbourhood Plan, and most recently, the new Downtown civic plaza. As well, the price proposed by The Planning Partnership was the lowest among the three proposals received.

Planning staff will be working with The Planning Partnership this fall to develop a plan for Anna Marinelli Park and the James Street area (i.e. Jamestown) that will address the points raised in the Council Resolution referenced above. In addition, staff will also explore other public realm and community development initiatives, including:

- conversion of James Street into a shared street, facilitating the reintroduction of vehicles while maintaining a strong pedestrian focus;
- creation of functional spaces for programming, such as markets or events;
- increased recreational and natural play spaces and opportunities;
- establishment of a community hub similar to the Gore Street Neighbourhood Resource Centre – in conjunction with City staff's work on a separate Council Resolution entitled Jamestown Health Equity Centre, passed May 28, 2018;
- improved linkages and connections between the James Street area and the Downtown that are safe and accessible; and
- potential opportunities for new private investment in the area that could make the James Street area more of a 'complete neighbourhood'.

Staff anticipate that the data and results from this visioning exercise can be used to develop longer-term policies to guide future land use and development decisions in the James Street area. Hence, this project will be branded and budgeted under the Planning Division's ongoing Shape the Sault – new Official Plan project.

Staff wish to note that the James Street area is not part of the City's Downtown, as there is a significant distance between the two areas. With respect to "recommendations on the creation of a park or green space in the Downtown core", Planning staff are in the process of planning the new Downtown civic plaza, and other recreational or green space improvements in the Downtown will be assessed as part of the City's ongoing Downtown Development Initiative.

ANALYSIS

According to Innovation Centre data on the City's parks, the households living in the area around Anna Marinelli Park are, on average, among the youngest and lowest-income compared to households living around all other City parks. This area also has the fourth highest number of children aged 0 to 17 living in low-income households (after the areas around Rosedale, Boston and Sutton parks).

Best practice research on engaging communities, especially lower-income communities, on the design of public spaces provides two important considerations:

- To create a place that people would want to visit, stay and regularly use, the most important group of people to involve in the design process is the people who would use that place.
- Emphasize an effective and inclusive engagement process, where decision-makers and designers understand the community they are creating the public space for. This means understanding local demographics, recognizing previous missteps, learning the community's past and present desires, and identifying and engaging key local leaders and stakeholders who can help with accessing the community.

In support of the above, Planning staff recommend hosting a series of stakeholder and neighbourhood engagement activities as part of developing a plan for Anna Marinelli Park and the James Street area. These activities include:

- Local champions meeting: Brainstorming and priority setting session with local champions – key neighbourhood and external stakeholders – to discuss community objectives and opportunities and methods for community engagement.
- Neighbourhood survey and outreach: For collecting ideas and other preliminary input and data, as well as inviting neighbours to attend upcoming engagement sessions.
- Neighbourhood mixers / idea sessions: Casual come-and-go sessions to gather ideas from neighbours – including residents as well as operators and owners of neighbourhood businesses and services.
- Design workshops with The Planning Partnership: Sessions where local champions and neighbours have an opportunity to work with professional designers from The Planning Partnership on turning ideas into drawings and plans.

- Public open house at the Soup Kitchen: Presentation of the final draft of the plan.

Staff anticipate that all of these public and stakeholder engagement activities will take place over the course of this fall, with a plan ready for Council's review by December 2019 or the beginning of 2020.

Staff have already begun reaching out to partners such as the District of Sault Ste. Marie Social Services Administration Board, the Soup Kitchen Community Centre and FutureSSM's Social Equity Coordinator to assist in making this project as collaborative, inclusive and successful as possible.

FINANCIAL IMPLICATIONS

The budget for this engagement and visioning exercise is \$12,500 and is included in the Planning Division's existing budget for the Shape the Sault – new Official Plan project.

STRATEGIC PLAN / POLICY IMPACT

The objectives and engagement strategies for the Anna Marinelli Park and James Street area revitalization plan, as outlined in this report, are consistent with all four focus areas of the Corporate Strategic Plan:

- Infrastructure – in terms of planning for new infrastructure and maintaining existing infrastructure;
- Service Delivery – in terms of delivering excellent service to Sault Ste. Marie citizens;
- Quality of Life – in terms of providing a high quality of life for residents; and
- Community Development and Partnerships – in terms of creating social and economic activity through revitalization of public spaces, as well as collaborating and developing partnerships with community partners and stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2019 09 23 concerning the James Street Area Revitalization Plan be received as information.

Respectfully submitted,

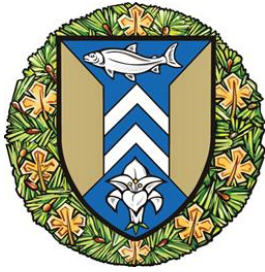


Stephen Turco, RPP

Senior Planner

705.759.5279

s.turco@cityssm.on.ca



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: DCIP – Financial Incentive Grant Applications – September 2019

PURPOSE

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend a number of grant applications for Council's approval.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

To facilitate the provision of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs within the DCIP:

- Tax Increment Equivalent Grant
- Façade Improvement Grant
- Building Activation Grant for Vacant Spaces
- Upper Floor Residential Conversion Grant
- Patio Conversion Grant

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be eligible for a grant). In addition, projects must demonstrate a comprehensive improvement, and not

simply a series of selected maintenance or piece-meal upgrades. To incentivize the best possible design for projects, pre-application design fees are considered as an eligible project cost. A description of each program is outlined below:

Tax Increment Equivalent Grant: The Tax Increment Equivalent Grant (TIEG) is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of a property. To offset the increase in municipal property tax, eligible property owners may receive grants in instalments over a maximum four-year period. Before the issuance of a grant, all work associated with redevelopment or remediation must be completed, and completed work must result in an increase in the assessed value of the property (and associated property taxes). To be eligible for this program, projects must be able to demonstrate an investment of at least \$500,000 in the development or redevelopment of a commercially zoned property in the Downtown Community Improvement Project Area (CIPA).

Façade Improvement Grant: The Façade Improvement Grant (FIG) incentivizes property and business owners to address external design projects, which are often not prioritized. External façades of buildings play a critical role, both in attracting customers to a business, but also adds to a more visually appealing Downtown commercial area. To be eligible, projects must have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building. A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc. must be submitted. Grants are administered on a matching funds basis, to a maximum of \$20,000.

Building Activation Grant for Vacant Spaces: Although there has been an improvement over the last number of years, the prevalence of vacant spaces is a major issue affecting the Downtown. The Building Activation Grant for Vacant Spaces provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial uses (or residential, where permitted). Properties must be commercially zoned, vacant, and located in the CIPA. The focus of this grant is to transform interior spaces to attract long term tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation. The grant is administered on a matching funds basis, to a maximum of \$20,000.

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners with the cost of improvements related to the conversion of vacant, upper-floor commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

Patio Conversion Grant: Downtown is a place to gather and socialize. As demonstrated both locally and in other cities, patios associated with restaurants and bars attract people to an area. To foster the creation of these gathering spaces, the Patio Conversion Grant encourages businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure. The grant is allocated on a matching funds basis of up to \$5,000.

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of five property owners requesting a number of different grants. These projects, when completed, will contribute approximately \$136,500 of private sector investment into the Downtown, facilitating new façade upgrades, creating new residential living spaces, and establishing a new patio.

Address Applicant	Grant Requested Grant Amount Total Investment Description of Work
298 Queen Street East Village Media (Jake Cormier)	Façade Improvement Grant <u>Grant \$8,500.00</u> Total Invest \$17,000.00 Installation of new exterior signage and lighting, and replacement of the front entrance doorway and vestibule. This work complements the building's classic appearance and the Downtown's character, and is being done in conjunction with interior renovations for Village Media's new offices.
659 Queen Street East Pita Pit (Matthew DiFlumeri)	Upper Floor Residential Conversion Grant <u>Grant \$15,000.00</u> Total Invest \$38,000.00 Renovation to facilitate complete conversion of 2 former office spaces into residential units. This work will help in attracting new residents to the Downtown.
754 Queen Street East The Gallery (Michael Cassavia)	Façade Improvement Grant <u>Grant \$17,250.00</u> Total Invest \$34,500.00 Renovation of the building's front entrance including replacement of exterior doors and installation of enhanced accessibility features, including a concrete ramp for the front step with contrasting textured edge, an electric door opener, and hand railing.

765 Queen Street East Superior Health Centre (Albert Giommi)	Patio Conversion Grant <u>Grant \$5,000.00</u> Total Invest \$18,500.00 Construction of new patio space in an underused portion of the building's front yard along Queen Street, to be used in conjunction with a recently opened restaurant. This work includes a snow melt system inside the concrete floor to enable year-round use of the patio.
505 Albert Street East Thomas Walls	Façade Improvement Grant <u>Grant \$14,250.00</u> Total Invest \$28,500.00 Various exterior upgrades for this 1890s building - new shingles, updated paint trim and cornices, upgraded side entrance, and a new peaked canopy over the business's main entry. This work will enhance the visual environment at a prominent Downtown corner (Spring & Albert) and complements the area's heritage character.

FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total **\$60,000**. If these grant applications are approved, **\$320,000** of the total \$600,000 will have been committed to grants.

STRATEGIC PLAN / POLICY IMPACT

Approval of these grants is consistent with the City's Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

SUMMARY

The applications received to date are a positive indication of the determination of downtown property owners to reinvest in their buildings to support businesses and to attract people to this important area of the community. Applications recommended for approval in this report represent approximately **\$136,500** in new investment in the downtown.

Staff will continue to receive applications during the course of the DCIP. Applications will be accepted until the budget allocation for the financial incentive programs has been exhausted.

With respect to the administration of approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be rented, or a new patio ready for service).

As well, for all construction related projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code. Once the work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grants.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 09 23, concerning the Downtown Community Improvement Plan Financial Incentive applications be received as information, and that the grant applications: Tax Increment Equivalent Grant, Façade Improvement Grant, Building Activation Grant for Vacant Spaces, Upper Floor Residential Conversion Grant, Patio Conversion Grant be approved.

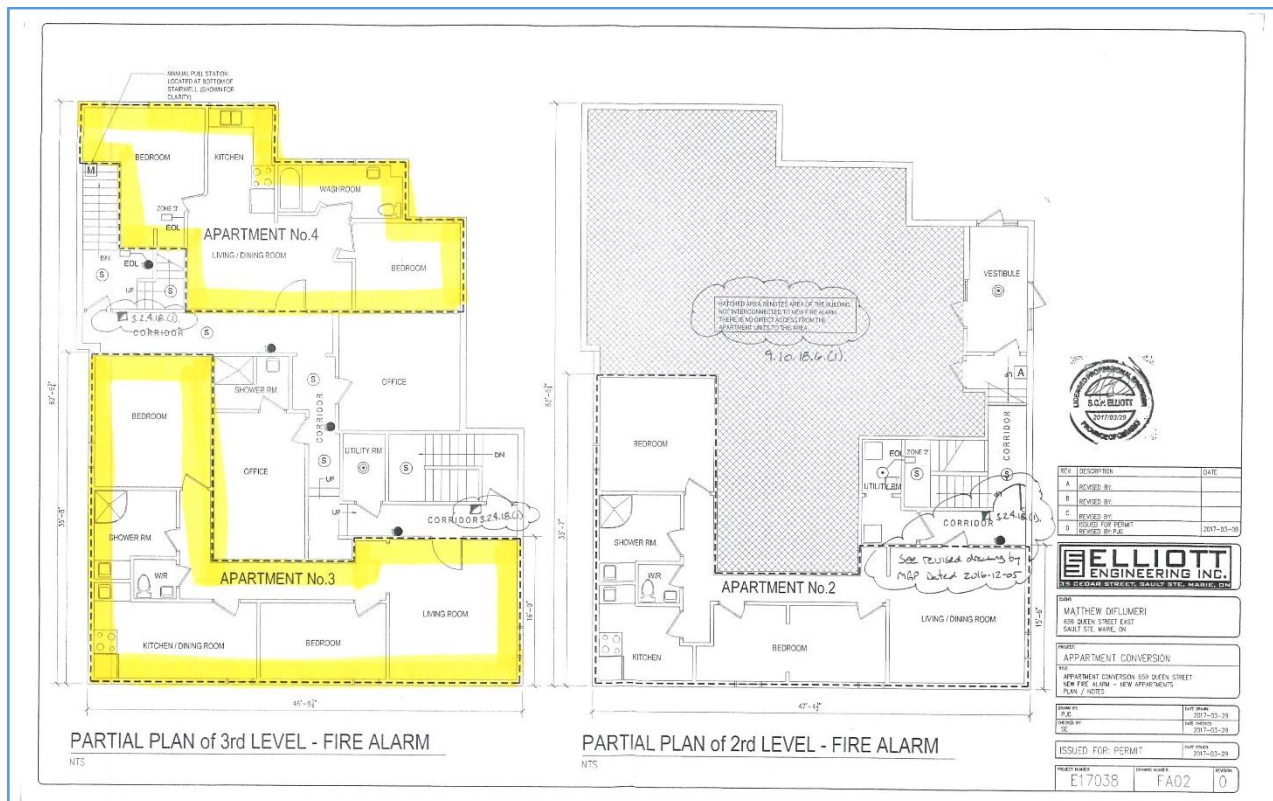
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Turco".

Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca



Façade Improvement: 298 Queen Street East – Village Media



Upper Floor Residential Conversion: 659 Queen Street East – Pita Pit



Façade Improvement: 754 Queen Street East – The Gallery



Patio Conversion: 765 Queen Street East – Superior Health Centre



505 Albert Street East – Thomas Walls



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

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

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: 415 and 423 Pim Street – Restrictive Covenant Agreement

PURPOSE

The purpose of this report is to request Council's authorization of a Restrictive Covenant Agreement ("Agreement") between the City and Sault North Holdings Ltd. ("Sault North") to satisfy requirements under the *Ontario Building Code*.

BACKGROUND

Sault North is the property owner of both 423 and 415 Pim Street and have constructed a new automotive detailing shop and driving school at 423 Pim Street. During the plans examination review, the Building Department noted that the measurements of the south wall of the building did not comply with the spatial separation requirements under Section 3.2.3.1.B. and 3.2.3.1.C. of the *Ontario Building Code*. The *Ontario Building Code* permits the Agreement so long as the owners of the properties on which the limiting distance is measured and the municipality agree to same.

ANALYSIS

The Building Department advises that the Agreement will alleviate the issues as it permits the limiting distance for the exposed building face to be measured to a point beyond the property line, specifically to a point now located at 415 Pim Street. The Agreement further prevents a building being constructed on 415 Pim Street in a manner that would contravene the limiting distance requirements set out in the Agreement.

The Agreement will be registered on title to both 423 and 415 Pim Street.

FINANCIAL IMPLICATIONS

No applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

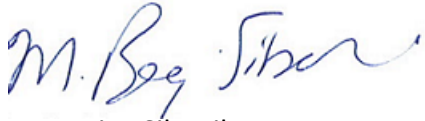
415 and 423 Pim Street – Restrictive Covenant Agreement

2019 09 23

Page 2.

Bylaw 2019-186 is located elsewhere on your agenda and authorizes the Restrictive Covenant Agreement between the City and Sault North Holdings Ltd.

Respectfully submitted,

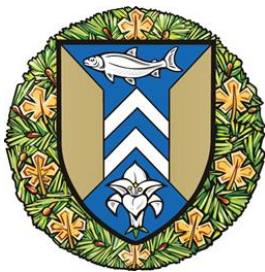


Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

MBS/tj

\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\OPEN - 415 and 423 Pim Restrictive Covenant Agreement.docx



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicole Maione, Manager of Transit & Parking
DEPARTMENT: Community Development and Enterprise Services
RE: Municipal Law 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:

By-law 2019-185 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Maione'.

Nicole Maione
Manager of Transit and Parking
705.759.5848
n.maione@cityssm.on.ca



2019 09 11

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

In November 1990 City Council approved By-law 90-305. Please amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

We request that Schedule "A" be amended to include:

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
748	Graham, Timothy	Pine/Allard Apts	769 Pine St/171 Willow Ave/94/108 Allard
750	Neveau, Eric	Northeast Security	S. College/Algoma University/Tenaris/GFL Memorial Gardens/ Group Health Centre
751	Breton, Julien	Northeast Security	S. College/Algoma University/Tenaris/GFL Memorial Gardens/ Group Health Centre
752	Harten, Aryanna	Northeast Security	S. College/Algoma University/Tenaris/GFL Memorial Gardens/ Group Health Centre

And that the following be deleted:

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
556	Arcand, Scott	G4S Secure Solutions	Sault Area Hospital

Would you please amend By-law 90-305 with the new attached Schedule "A."

Thank you.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Nicole Maione'.

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/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
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
241	COGHILL, ROBIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE, JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/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 HOSPITAL
321	LORENZO, COREY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT. FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT. FINNISH HOME ASS.	725 NORTH ST.
374	TAABEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN, MATTHEW	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/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/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
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/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma 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/Algoma 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/Algoma Public Health/314 Wellington Street West
523	MCBRIDE, GUY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
565	LISCUMB, GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/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/Algoma 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/Algoma Public Health/314 Wellington Street West
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/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	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma 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, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITTLA, KIM	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE 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/MCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
648	ELWGREN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET

665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
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
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGLIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/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/Algoma 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/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	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
721	MACNEIL, ALICIA	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
722	MACTYRE, ANDREW	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
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	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
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
728	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, 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
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	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
735	KEMP, ROBERT	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
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICE	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	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
740	VERMA, ABBISHEK	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
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 880 QUEEN ST E, 524,524A,536, & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/821 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/84/108 ALLARD STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL
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



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2020 Capital Roads Program

PURPOSE

The purpose of this report is to present the tentative 2020 capital road reconstruction plan, obtain approval to procure engineering design services for 2020 projects, and designate the candidate project for 2021 Connecting Link funds.

BACKGROUND

The 2020 capital roads budget will be brought to Council with the annual budget in December after capital priorities assessment is complete. Council is not being asked to approve the 2020 capital roads budget this evening. However, it is necessary to procure engineering services to proceed with field data acquisition and begin design of the 2020 capital works in order to ensure timely tenders in the new year. There is an allowance in the approved 2019 capital roads budget for 2020 engineering.

Capital road improvements for the City of Sault Ste. Marie are carried out under a number of programs including capital road construction, infrastructure improvement programs, the Connecting Links program, and miscellaneous construction. The capital road construction plan emphasizes reconstruction of the arterial and collector streets which are critical to the City's movement of traffic while at the same time attempting to address some of the abundant needs of local residential streets.

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

ANALYSIS

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

2020 Capital Roads Program

2019 09 23

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collectors are emphasized as they have the greatest need and their reconstruction benefits the most people.

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

Bridges and Aqueducts

It is often necessary to divert capital road funds to bridges and aqueducts. Currently the Fort Creek aqueduct and the small Central Creek and East Davignon Creek aqueducts are in various phases of reconstruction. Fort Creek is being generously funded by senior levels of government under the Build Canada Small Communities Fund. The asset management plan includes one bridge that is forecasted to be replaced within the next four years.

Active Transportation – Hub Trail and Future Spokes: In recent years, segments of off-road trails and paved shoulders have been constructed under capital roads projects. The intention is to include construction of active transportation components in tenders for capital projects if they are within the construction limits or in the near vicinity of a project.

Update on 2019 Program

2019 projects have experienced some delays related to third-party locating of underground services. The following projects are well underway unless deferred due to higher than expected bid prices for 2019 projects:

- Fort Creek aqueduct replacement on John Street and adjacent laneway
- East Davignon Culvert repair at Second Line near Farwell Terrace
- Central Creek (small) Aqueduct replacement – current phase
- Bay Street – Andrew to Pim
- Ruth Street reconstruction – Franklin to east limit
- Second Avenue – Connaught to Second Line – deferred
- Leo Avenue – Queen to Victoria
- McNabb/St. Georges Improvements – Great Northern to Grand
- Connecting Link: Black Road widening – McNabb to Second Line - late funding announcement, project tendered now for construction in 2020.
- Resurfacing – various streets

Recommended 2020 Capital Road Program

The attached plan represents the remaining four years of the 2019 to 2023 capital roads program. The recommended 2020 projects are as follows:

Black Road Widening - McNabb to Second Line: The Province recently announced 2019 Connecting Link funding for the project and it has been tendered. The road will be widened to four lanes with intersection improvements at McNabb Street.

2020 Capital Roads Program

2019 09 23

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2020 Connecting Link – Trunk Road Resurfacing: It is possible that the Province will announce an intake this fall for the 2020 Connecting Link program. The City must budget its share of the project. Staff recommends that the candidate for the program be the resurfacing of a portion of Trunk Road starting at the east City limit.

Aqueducts and Bridges: Additional phases of the reconstruction of the small aqueducts are recommended. Further, there is an urgent need to replace a section of storm sewer in the Group Health Center parking lot.

Sixth Avenue Reconstruction – Wallace Terrace to Devon Road: This road is in need of full reconstruction to an urban cross section. This project was originally shown in the five year capital plan for 2021. It can be completed in 2020 if Third Line reconstruction is deferred.

Second Avenue Reconstruction – Connaught to Second Line: The reconstruction of this section of road has been deferred in two previous capital road programs. It can be completed in 2020 if Third Line reconstruction is deferred.

Engineering 2021: An allocation for 2021 engineering must be included in the 2020 budget to ensure tenders are on schedule.

Resurfacing – Northern Avenue/Various Roads: The miscellaneous construction budget is inadequate to address the resurfacing needs of the City. An allocation is required in the 2020 capital roads budget to boost the resurfacing budget. It is staff's intention to include the Northern Avenue resurfacing and conversion to three lanes between North Street and Pine Street.

Professional design and contract administration services will be required for some 2020 projects. For the others, professional services have either already been retained, or they will be designed and administered in-house. Approval is sought this evening to procure engineering services in accordance with the purchasing bylaw, and recommendations will be brought to Council at a future meeting.

2021-2023 Programs

The tentative 2021 through 2023 capital roads programs are shown on the attached plan. They include deferred projects from the 2019 and 2020 programs. The 2019 construction season brought a sharp increase in construction prices making it necessary to defer planned projects. The remaining years in the five year plan cannot accommodate all projects. Deferred projects are listed with the intention that they be included in the next five year plan.

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

2020 Capital Roads Program

2019 09 23

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The attached document also lists near-term class A and class B resurfacing priorities.

FINANCIAL IMPLICATIONS

The remaining four years of the five year capital road construction plan is based on project priorities and anticipated budget constraints. Funding availability will be assessed along with other corporate capital priorities and presented to Council in the 2020 Capital Budget and Forecast. This report has no impact on the 2019 capital roads budget. An allowance of \$200,000 was allocated in the 2019 budget for the purposes of commencing design work for 2020 projects. Additional funds for completion of design and contract administration and for construction of 2020 projects will be brought to Council with the 2020 capital budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 09 23 regarding the 2020 capital roads program be received, and the recommendations that procurement proceed for 2020 projects, and that the resurfacing of Trunk Road be the 2021 designated project for potential Connecting Link funds, be approved.

Respectfully submitted,



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

2020-2023 CAPITAL WORKS PROGRAM					
Year	Street	From	To	Cost	Comments
2020	Black Road widening	McNabb Street	Second Line		City share plus \$3M grant (2019)
2020	Connecting Link - Trunk Road	East limit	West PL civic 1275		City share plus assumed \$3M CL grant (2020)
2020	Sixth Avenue	Wallace Terrace	Devon Road		Reconstruction
2020	Second Avenue	Connaught Ave	Second Line		Reconstruction
2020	Aqueducts/Bridges				Aqueduct/storm sewer replacement/rehabilitation
2020	Engineering - 2021				Engineering for next year capital
2020	Various Roads				Road Resurfacing (includes Northern Ave)
			Total	\$ 18,620,000	
2021	Queen Street	Pim Street	Gore Street		Resurfacing only - No allowance for streetscaping
2021	Third Line	Hospital entrance	Black Road		Reconstruction
2021	Connecting Link - Black Road	Trunk Road	McNabb Street		Resurface - assume 90% CL grant
2021	Aqueducts/Bridges				Aqueduct/storm sewer replacement/rehabilitation
2021	Sackville early works in ravine	Near Third Line			Ravine crossing - to induce settlement
2021	Herkimer Road Bridge No 18				Design only
2021	Engineering - 2022				Engineering for next year capital
2021	Various Roads				Road Resurfacing
			Total	\$ 14,600,000	
2022	Cedar Street	Wilson Street	Tancred Street		Reconstruction, pair with Dufferin
2022	Dufferin Street	Grovenor Avenue	Trelawne Avenue		Reconstruction, pair with Cedar
2022	Spruce Street	Railroad Avenue	Wilcox Avenue		Reconstruction
2022	Angelina Avenue	Wellington St. E.	Caesar Road		Reconstruction
2022	Connecting Link - Trunk Road	West PL civic 1275	Boundary Road		Resurfacing - assume 90% CL grant
2022	Bridges and Aqueducts				Rehabilitation
2022	Herkimer Road Bridge No 18				Reconstruction of bridge
2022	P-Patch Access Road				New access road from E limit of Northern S to Princeton
2022	McDonald Ave. SWM	Near O'Brien	Ravine E of Alworth		Pre-design budget for stormwater improvements
2022	Engineering - 2023				Engineering for next year capital
2022	Various Roads				Road Resurfacing
				\$ 15,587,000	
2023	Sackville Road	North Limit	Third Line		New construction
2023	Connecting Link - Trunk Road	Boundary Road	Black Road		Assumed \$3M CL grant
2023	Mark Street	Churchill Blvd	Lake Street		Reconstruction
2023	Storm Sewer Pim to Willow	McNabb near Ctire	Willow near GHC		Reconstruct CMP storm sewer
2023	Rural Class D to C conversion	Various	Various		Pine Shores, Des Chene, Sand, Channelview, Red Pine Dr
2023	Engineering - 2024				Engineering for next year capital
2023	Various Roads				Road Resurfacing
			Total	\$ 16,990,000	

Deferred Projects from 2019-2023 Capital Plan:					
2021	Wemyss Street	Pim Street	Trelawne Avenue		Reconstruction - deficient sanitary
2022	Biggings Avenue	Queen Street	Wellington Street		Reconstruction
2022	McCrea Street	Mark Street	Wellington Street		Reconstruction -watermain break history, pair with Harten
2022	Harten Street	Churchill Blvd	Lake Street		Reconstruction, pair with McCrea,
2023	Stanley Street	Pine Street	Elizabeth Street		Full reconstruction, watermain break history
2023	Bloor Street West	Patrick Street	Lyons Avenue		Full reconstruction, watermain break history
Notes:					
- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently, project timing may change					
Class A Urban Arterial Roads Resurfacing short list					
Funding will come from allowances in the annual capital reconstruction program, and the miscellaneous construction budget.					
	Street	From	To		Comments
	McNabb Street	Pim Street	Willow Avenue		Resurface
	McNabb Street	Willow Avenue	Pine Street		Resurface
	McNabb Street	Pine Street	Lake Street		Resurface
	Northern Avenue	Reid Street	Pine Street		Resurface - Conversion to 3-lanes
	Wallace Terrace	Korah Road	Goulais Avenue		Resurface - Requires EA for possible lane reduction
	Second Line	Korah Road	Goulais Avenue		Resurface
				\$ 12,950,000	
Class B Rural Roads Resurfacing short list					
	Street	From	To		Comments
	Allen's Side Road	Second Line	Third Line		Resurface
	Second Line	Goulais Ave	Allens Side Road		Resurface
	Base Line Road	Town Line Road	Walls Road		Resurface - Share with Prince



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Reconstruction of Black Road – McNabb Street to Second Line

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-10E. The project includes the partial reconstruction, widening and resurfacing of Black Road from McNabb Street to Second Line.

BACKGROUND

At the 2019 08 12 meeting of Council the City entered in to an agreement with the Province to receive the lesser of a 90% or \$3M Connecting Link grant under the 2019-2020 program for the widening of Black Road to four lanes between McNabb Street and Second Line.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete, checked for errors and are summarized on the attached report from AECOM. The low tender of \$5,742,179.19 (excluding HST) was received from Pioneer Construction Incorporated.

FINANCIAL IMPLICATIONS

When recoverable PUC watermain costs are removed and allowances for engineering, utility relocations, traffic equipment and non-recoverable HST are added, the cost to complete this project is projected to be \$6,306,785.

Black Road is over budget by \$689,569 in the Overall Capital account and over budget by \$36,216 in the Urban Only account.

Elsewhere on Council's agenda there is an information report outlining the 2020 Capital Road Construction Program. The proposed 2020 plan includes the overruns and will be part of the 2020 Capital Roads Budget recommended to Council in December.

STRATEGIC PLAN / POLICY IMPACT

The widening of Black Road is linked to the infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 09 23 concerning Reconstruction of Black Road, be received and that Contract 2019-10E be awarded to Pioneer Construction Incorporated.

By-law 2019-189 authorizing execution of Contract 2019-10E appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Carl Rumiel', with a stylized flourish at the end.

Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca

Attach.

Mr. C. Rumiel, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

September 12, 2019

Project #
60445850

Dear Mr. Rumiel:

Subject: Black Road Widening (McNabb Street to Second Line East)
Contract No. 2019-10E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Wednesday, September 11, 2019 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2019-10E – Black Road Widening (McNabb Street to Second Line East) consists of supplying all materials, labour and equipment for upgrading and widening approximately 2,000 metres of roadway including removals, grading, geotextile, granulars, asphalt, concrete curb, street lighting, culverts, storm sewers and associated appurtenances.

The tender advertisement was published in the Sault Star on Saturday, August 17, 2019 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of six (6) Contractors and Subcontractors picked up tender documents during the tender period following submission of the \$100.00 refundable deposit. Plan takers consisted of five (5) contractors and one (1) subcontractor.

During the tender period, there were a few questions from plan takers relating to the scope of work along with various technical specifications. Three (3) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some additional provisional work for the PUC.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2019-10E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, September 11, 2019. The tenders were publicly opened at 3:15 p.m. on the same day by City Clerk Rachel Tyczinski in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The tender deposits, which were in the form of bid bonds, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Prices, excluding HST, in ascending order of bid price:

1.	Pioneer Construction Inc.	\$5,742,179.19
2.	Avery Construction Ltd.	\$6,303,712.02
3.	1531161 Ontario Inc. o/a Boyer Construction	\$7,388,393.00

The Total Tender Value for each tender includes a contingency allowance of \$100,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$5,508,085.00 (excl. HST) which was compiled based on prices from previous road construction contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. An error was found with the submission from Avery Construction which resulted in a reduction of their total tender price by \$1,653.00.
3. The Instructions to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. All tenderers complied with submission of the required tender deposit.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.
7. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1, 2, and 3.

3.0 Low Bidder Experience

The low tenderer, Pioneer Construction Inc., is a well-known local Contractor who has completed numerous City contracts in the past. Statement 'A' Tenderer's Experience provided with their tender submission outlined a list of similar projects that they have completed in the Sault and area.

Statement "D" – Subcontractors submitted by Pioneer Construction Inc. indicated that the work will be done by their own forces, with the exception of pavement markings which will be done by Superior Asphalt Markings, and electrical/utilities will be done by Northern Fencing.

4.0 Tender Estimate

The low tender amount of \$5,742,179.19 (excl. HST) is higher than the Engineer's tender estimate by \$234,094.19 (excl. HST) or approximately 4.2%.

5.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The City should select a Contractor to complete Black Road Widening (McNabb Street to Second Line East) reconstruction project;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm

City of Sault Ste Marie
Contract No. 2019-10E - Black Road Widening (McNabb Street to Second Line)



Appendix 1

Summary of Tender Prices

Date: September 11, 2019

Description of Works	Engineer's Estimate Total Price	1) Pioneer Construction Total Price	2) Avery Construction Total Price	3) Boyer Construction Total Price
PART 'A' - ROADWORKS - >>	\$4,210,468.00	\$4,376,503.54	\$5,041,603.49	\$5,725,830.00
PART `B' - DRAINAGE WORKS - >>	\$585,150.00	\$605,558.00	\$494,426.62	\$807,491.00
PART `C' - UNDERGROUND SERVICES - >>	\$311,590.00	\$380,845.00	\$194,999.20	\$467,249.00
PART 'D' - ELECTRICAL / TRAFFIC / UTILITIES	\$253,477.00	\$201,592.65	\$423,947.01	\$224,063.00
PART `E' - PROVISIONAL ITEMS - >>	\$147,400.00	\$177,680.00	\$147,082.70	\$163,760.00
TOTAL TENDER PRICE (Excl. HST)	\$5,508,085.00	\$5,742,179.19	\$6,302,059.02	\$7,388,393.00

City of Sault Ste Marie
Contract No. 2019-10E - Black Road Widening (McNabb Street to Second Line)

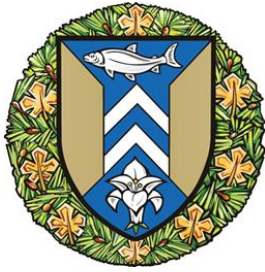


Appendix 2

SUMMARY OF TENDER SUBMISSIONS

Tender Closing: September 11, 2019

CONTRACTORS	1. Pioneer Construction Inc. Sault Ste Marie, ON	2. R.M. Belanger Limited Chelmsford, ON	3. Avery Construction Limited Sault Ste. Marie, ON
ITEMS			
Total Tender Value (Submitted)	\$5,742,179.19	\$6,303,712.02	\$7,388,393.00
Total Tender Value (Corrected)	same	\$6,302,059.02	same
Addendum's Acknowledged	3	3	3
Tender Deposit	Bid Bond 10% of Tender Price	Bid Bond 10% of Tender Price	Bid Bond 10% of Tender Price
Agreement to Bond	Enclosed	Enclosed	Enclosed
Statements 'A' to 'D'	Enclosed	Enclosed	Enclosed
Statement 'E' - Alternatives	none provided	none provided	none provided
Tenders Signed	Signed, Sealed and Witnessed	Signed and Witnessed	Signed, Sealed and Witnessed
Subcontractors	Piping - Own Forces Roadwork - Own Forces Concrete - Own Forces Asphalt Paving - Own Forces Asphalt Sealing - Own Forces Pavement Markings - Superior Electrical - Northern Fencing	Piping - Own Forces Roadwork - Own Forces Concrete - Own Forces Asphalt Paving - Own Forces Asphalt Sealing - Own Forces Pavement Markings - Superior Electrical - Permanent	Piping - Own Forces Roadwork - Own Forces Concrete - Pioneer/Robinson Asphalt Paving - Pioneer/Robinson Asphalt Sealing - Pioneer/Robinson Pavement Markings - Superior Electrical - not provided
Bids Complete	Complete	Complete	Complete



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Multi-family Waste Collection Contract

PURPOSE

The purpose of this report is to inform Council of an enhanced level of service provision in the area of multi-family waste collection and seek direction to continue or cease in the provision of this service following the expiration of the existing contract.

BACKGROUND

The City of Sault Ste. Marie has provided a waste collection service for the multi-family sector (5 units and greater) via a contracted service. This service involves the owner of the property renting or buying collection containers (typ. 2 – 6 yard³ containers) depending on the number of units being served and the City contractor entering onto the private property for the weekly collection of the waste within the container. If additional pick-ups are required, those arrangements and costs are currently borne by the owner. In the majority of the locations a waiver has been signed by the owner allowing the contractor on the private property, however, this has been an extraordinary effort in some cases to track down and obtain a signature.

The existing contract is with Green For Life ('GFL') and is set to expire on December 31, 2020. The 2019 budgeted value of this contract is \$130,050.

Critical to note, is Ontario 3R Regulation (O. Reg. 103/94) designated the multi-residential sector as part of the Industrial, Commercial and Institutional (IC&I) sector rather than the residential sector, which ultimately makes the provision of waste collection and diversion a choice, not a requirement of the municipality. We have continued beyond 1994 to provide waste collection services via a contract, however, very little effort has been made in the area of waste diversion with this sector.

ANALYSIS

A review of our northern comparator municipalities (Timmins, North Bay, Sudbury and Thunder Bay) has resulted in the finding that no other large northern municipality provides a similar contracted or City service. As these large multi-family buildings are 'IC&I' the provision of waste collection may best be handled by the owners in a similar

manner as the provision of other services such as snow removal, grass cutting on the private property, etc.

It should be noted that some municipalities within southern Ontario do provide this service, in fact, some leading waste diversion municipalities are opting into providing waste collection services to the multi-family sector in order to gain better control of the waste and establish waste management plans with each property to better increase diversion. In general, most municipalities want to remain at arm's length with the IC&I sector's waste management issues thus, do not provide this service to the multi-family sector.

Operationally, there are some issues. Currently, the City and our Contractor may be held liable for any damages and claims that result from entering onto private property. Although the Legal Department has assisted in the language used on the waiver signed by the owner, the strength of the defence of the document should a claim result is questionable. In many cases, these properties have not been designed to City standard (i.e. Turning radius, etc.) and thus manoeuvring within the access driveways to the location of the container is often quite challenging and poses a risk to both property (vehicles, buildings) and residents.

Based on the fact that this is above the normal, expected level of service provided in comparable municipalities, the service presents an additional liability to the City and is beyond the requirement of Ontario Regulation 103/94, Staff recommend that at the expiration of this Contract term, the service be ceased. Over twelve (12) months notice may be provided to those affected property owners in order for the service to be arranged with a private provider and for the costs to be adequately budgeted.

FINANCIAL IMPLICATIONS

Should Council support the recommendation that the City no longer contract for the waste collection of multi-family properties of five (5) units or greater, an estimated budget cost of \$130,050 annually will be saved. In addition to this possible savings to the levy, an increase in landfill revenue may be experienced if this waste is delivered to the City's landfill site through the private contract. The estimated annual tonnage is 2650 tonnes with the potential associated revenue of approximately \$185,000.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter, however, the provision of an enhanced level of service in comparison to northern municipalities and the requirements of provincial legislation with potential increased liability brought forth the need for a Council decision to continue in this manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director dated September 23, 2019 be received as information, and furthermore that Council direct staff to no longer contract waste collection for those properties of the multi-sector with five (5) units or more; and furthermore that Council direct staff to communicate this level of service change to those property owners affected.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Susan Beach", is positioned above the typed name.

Susan Hamilton Beach, P. Eng.
Director of Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Licence to Occupy Agreement – Skyline Retail Real Estate Holdings Inc.

PURPOSE

The purpose of this report is to request Council's approval to enter into a Licence to Occupy Agreement between the City and Skyline Retail Real Estate Holdings Inc. ("Skyline"), which will allow Skyline to continue to occupy a portion of City property identified as the strip of land abutting 129 Trunk Road that was occupied by the previous owner of 129 Trunk Road.

ATTACHMENT

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

BACKGROUND

The original Licence to Occupy Agreement ("Licence") was entered into on March 2006 with C&H Properties Inc., the previous owner of 129 Trunk Road. Skyline has acquired this property and has requested the renewal of the Licence for the continued use of the strip of City land abutting 129 Trunk Road being part of Lot 4, Concession 2, former Township of St. Mary's being Part 2 on Plan 1R-11114 to provide parking or landscaping until the property is needed by the City for road improvement.

ANALYSIS

Skyline's request for the Licence was circulated to relevant departments. No concerns or objections were raised.

The Licence is for a term of ten (10) years unless terminated in accordance with Schedule "B". In the event that the City requires the subject property for road improvement at any time during the term, the Licence shall terminate.

The Licence requires Skyline to maintain insurance. While also naming the City as “Additional Insured”. Further the Licence provides that Skyline indemnifies the City for any claims or matters arising from their use and occupation of the Subject Property.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-187 which authorizes the execution of a Licence to Occupy Agreement between the City and Skyline appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel

MBS/lv
Enclosure

PLAN 1R- 11114

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

RECEIVED AND DEPOSITED

DATE

21/03/2014

DATE

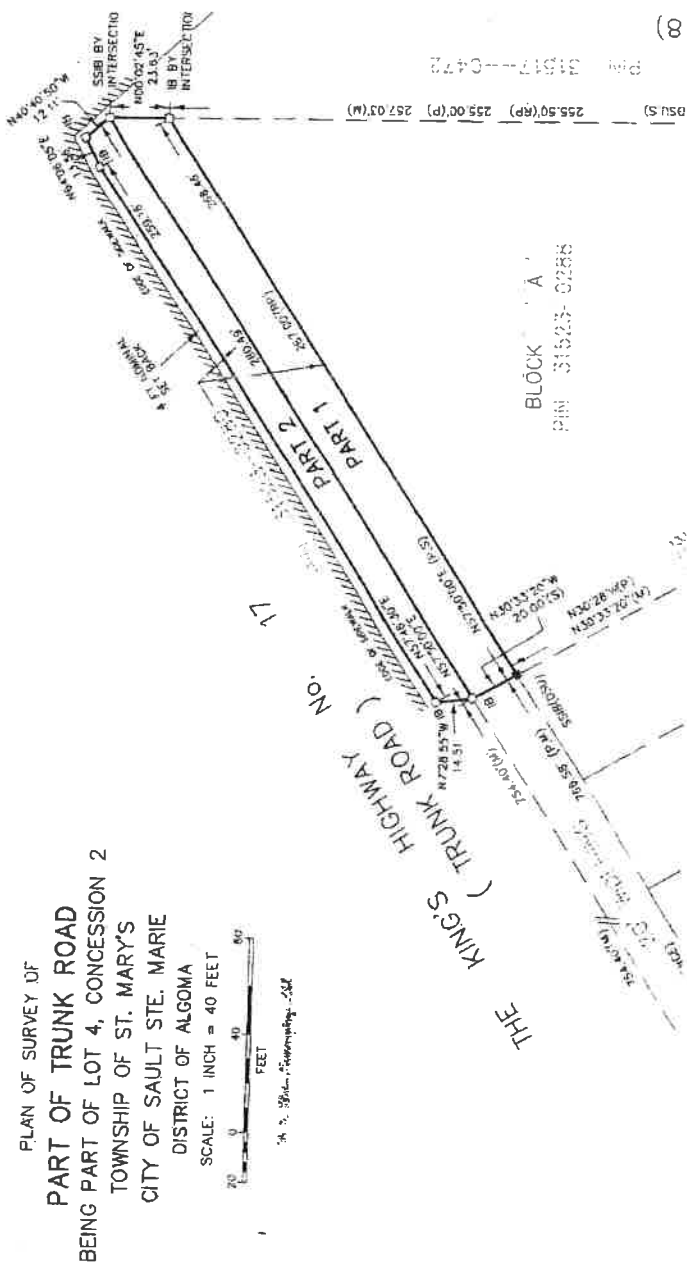
DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (N.A. 1)

U.S. UFSO - ONTARIO LAND SURVEYOR

[Signature]

SCHEDULE

PART	LOT / BLOCK	PLAN / CONCESSION	AREA sq. ft.	PIN
1	PART OF LOT 4	CONCESSION 2	5487.5 sq. ft.	PART OF 31523-0280
2	PART OF LOT 4	CONCESSION 2	3672.9 sq. ft.	PART OF 31523-0280
PARTS 1 & 2 ARE PART OF PIN 31523-0280				
TOWNSHIP OF ST. MARY'S				



BLOCK A
PIN 31523-0280

BEARING NOTE

(8)



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Surplus Property

PURPOSE

This report is in response to a Council resolution of September 25, 2017.

Moved by: Councillor O. Grandinetti
Seconded by: Councillor S. Butland

Whereas the City of Sault Ste. Marie maintains a stock of property, some of which is, on occasion declared surplus and made available for sale to the public; and

Whereas land which is owned by the City of Sault Ste. Marie does not generate annual property tax revenue but land which is owned privately does generate property tax revenue; and

Whereas it is in the best interest of the City to dispose of whatever land it does not require to maximize tax revenue;

Now Therefore Be it Resolved the City Legal Department review and inventory all City-owned property, whether vacant or otherwise, and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.

BACKGROUND

The City maintains a list of properties that it has acquired in a number of ways, some of which are for road widening, engineering needs, drainage requirements etc. Some of the property are actual lots, some are just small strips of land that a building could not be placed on. Before any property is considered for sale, the property identification number (PIN) must be pulled to make sure it is owned by the City. Each property has a PIN number, some have more than one. The cost of each PIN is a minimum of approximately \$32.00. Once it is confirmed to be City property, the property is then circulated to the City departments to determine if the land is needed by a department. If it is needed it is not sold. If the land is not needed by any department, then City Council must declare the property surplus to the needs of the Municipality pursuant to By-law 2018-148 and the

steps followed. An appraisal or valuation of the property may be required. Appraisals have a cost associated with them, but may be needed to obtain the fair market value. The land can then be advertised to the public for sale. If the piece of property does not meet the minimum size or area requirements of the City's Zoning By-law, the property may be offered to the abutting owners of the property. If the property is a street, lane or public thoroughfare, there is a policy for closing and selling the property as well. Once a purchaser is secured, then the steps are completed to close a sale and transfer the property. There is currently a list of approximately 600 pieces of various sized property stated to be City owned property. Each property on the list would need to be searched to determine actual title.

ANALYSIS

The Resolution as stated is time consuming, costly and onerous and would require a full time person to complete that job as set out. The recommendation would be to start the process by searching title, and circulating a small list to internal departments each month to determine which properties the City would like to move forward with declaring surplus and then going through the sale steps. For those properties that we did not sell, we would then end up with a confirmed inventory of City property as well as the explanation for why the City is not declaring it surplus property.

FINANCIAL IMPLICATIONS

The costs in selling the property would be the cost of the PIN, at a minimum of approximately \$32.00 each, the cost of a PIN map/reference plan (\$10.00 - \$15.00), the cost of a title searcher, if required, costs of advertising the property, cost of a Realtor, or appraiser if one was used. There would also be costs in completing the Agreement of Purchase and Sale on property that is not just a small strip of land. The current department budget has not included these costs. An additional budget amount would need to be requested for the 2020 budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated 2019 09 23 concerning the sale of surplus property be received and direction provided to the Legal Department to start the process of confirming City surplus property and seeking the sale of same in increments as set out in the report.

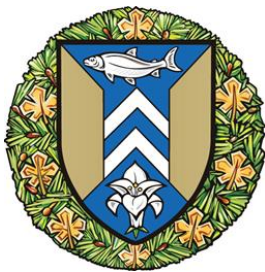
Respectfully submitted,

Re: Surplus Property
2019 09 23
Page 3.

A handwritten signature in black ink, appearing to read "K. Fields", is positioned above a thin vertical line.

Karen Fields
City Solicitor
KF/da

\\CITYDATA\LEGAL\STAFF\COUNCIL\REPORTS\2019\SURPLUS PROPERTY (PR1).DOCX



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Housekeeping – User Fee By-laws

PURPOSE

The purpose of this report is to recommend that City Council repeal or amend various by-laws which established User Fees or Service Charges. This is recommended in an effort to streamline the process and make it less labour intensive on a yearly basis.

BACKGROUND

In the past changes to User Fees and Service Charges that were part of by-laws, required yearly amendments to the by-laws to update those amounts. On January 14, 2019, City Council passed By-law 2019-3, being the Annual User Fee By-law. This by-law is an amalgamation and establishes User Fees and Services Charges into one document. The Annual User Fee By-law is then updated from time to time. Once that was established, there are a number of by-laws that are to be repealed or amended as the User Fee By-law now sets out all the fees and services charges. The repealed or amended by-laws are as follows:

- 2019-161 – Amends 2008-148 (Building Fees)
- 2019-163 – Amends 2019-129 (Cemeteries)
- 2019-171 – Repeals 2011-43 and 2012-31 (Waste and Recycle)
- 2019-172 – Amends 2003-54 (Licensing Plumbers)
- 2019-173 – Amends 2008-131 (Streets)
- 2019-174 – Amends 2003-50 (License Amusement Arcades)
- 2019-175 – Repeals 2013-240 (Tax Certificate Fees)
- 2019-176 – Amends 2002-165 (Adult Entertainment Parlours)

Housekeeping – User Fee By-laws

2019 09 23

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2019-177 – Amends 2003-52 (Pawnbrokers)

2019-178 – Repeals 2004-83 (Waste and Recycling Management)

2019-179 – Amends 2010-87 (Committee of Adjustments) and repeal various by-laws

2019-180 – Amends 2018-67 (Peddler and Food Vendors)

ANALYSIS

The Annual User Fee By-law will continue to be updated from time to time and will set out any changes to the fees or service charges.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

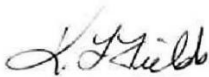
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-laws 2019-161, 2019-163, 2019-171, 2019-172, 2019-173, 2019-174, 2019-175, 2019-176, 2019-177, 2019-178, 2019-179, and 2019-180, being by-laws to repeal or amend various by-laws, appear elsewhere on the Agenda and are recommended for your approval.

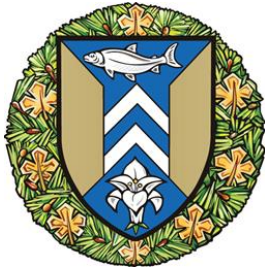
Respectfully submitted,



Karen Fields
City Solicitor

KF/tj

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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Unified Communication System (Telephony)

PURPOSE

This report is to update the report of Tim Gowans that was before Council June 17, 2019 and for housekeeping purposes only. Staff is seeking Council approval for the changes to the Shaw Telecom agreement.

BACKGROUND

Council approved the proposal submitted by Shaw Telecom of Calgary, AB for the provision of a Unified Communication System for use by the City. An agreement was entered into and enacted under By-Law 2019-148. There have been minor housekeeping changes made to the agreement in terms of quantities and costs listed under the service description.

ANALYSIS

None required.

FINANCIAL IMPLICATIONS

There houseskeeping changes result in a reduction of costs of approximately \$600 per month.

STRATEGIC PLAN / POLICY IMPACT

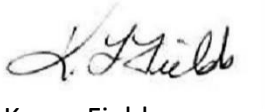
Not applicable.

RECOMMENDATION

That the report to amend the agreement for the provision of a Unified Communication System be received as information and to amend the agreement recently entered in to.

By-law 2019-191 which authorizes the execution of a revised agreement for this project appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "K. Fields", is written over a light gray rectangular background.

Karen Fields
City Solicitor

KF/tj

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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: 65 Old Garden River Road – Extension Agreement

PURPOSE

The purpose of this report is to seek Council's approval of an Extension Agreement between the City and The Sault Ste. Marie District Social Services Administration Board ("DSSAB") regarding DSSAB's lease of 65 Old Garden River Road ("Premises") for the delivery of land ambulance services.

BACKGROUND

The City and DSSAB originally entered into a Lease Agreement for the period of January 1, 2008 to December 31, 2018, a copy of which is appended as Schedule A to the Extension Agreement in the By-law section of the Agenda. DSSAB has expressed its desire to continue its lease of the Premises. Relevant City Departments commented on the extension terms, and the resulting Extension Agreement now incorporates a clause allowing for the adjustment of Base Rent to include Consumer Price Index (CPI) rates for each year going forward. Furthermore, Section 3 of the Extension Agreement provides a mechanism to adjust Base Rent in the event that DSSAB desires to occupy additional square footage in the Premises and the City consents to same, such that Base Rent can be recalculated on a prorated basis to reflect the increased space occupied by DSSAB.

ANALYSIS

The Extension Agreement provides for the extension of the original Lease Agreement on the same terms and conditions except for the CPI adjustment on a yearly basis and the ability to adjust Base Rent in the event additional space is occupied by DSSAB, for the term commencing January 1, 2019 and ending on December 31, 2019. DSSAB must provide three months' notice of its desire to extend the Extension Agreement beyond December 31, 2019, and the Extension Agreement shall automatically renew on a yearly basis thereafter. Either party may terminate the Extension Agreement by providing three (3) months' written notice. This Extension Agreement formalizes the arrangement the parties have been proceeding with this year.

FINANCIAL IMPLICATIONS

The Extension Agreement will provide for rent revenue in the sum of \$151,451.83, plus HST. Thereafter, for every year the Premises is occupied, Base Rent will be adjusted to add CPI to same.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is therefore recommended that Council take the following action:

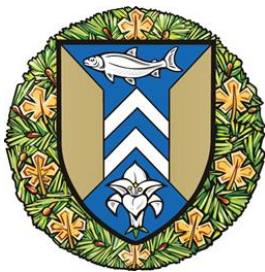
By-law 2019-170 is located elsewhere on your agenda and authorizes the Extension Agreement between the City and The Sault Ste. Marie District Social Services Administration Board and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel
m.borowiczsibenik@cityssm.on.ca

MBS/lv



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Payday Loan Business By-law

PURPOSE

The purpose of this report is to respond to the below Council resolution regarding the enactment of a City By-law that regulates Payday Loan Businesses within the City of Sault Ste. Marie.

On February 20, 2018 Council passed the following resolution:

Moved by: Councillor M. Shoemaker
Seconded by: Councillor S. Butland

Whereas the Province of Ontario has given municipalities the power to regulate the pay-day lending industry; and

Whereas Sault Ste. Marie has not yet approved any regulation for the pay-day lending industry; and,

Whereas municipalities such as Hamilton, Ontario, are leading the way in pay-day lending regulation;

Now Therefore Be It Resolved that the City of Sault Ste. Marie Legal Department propose a by-law to the Council for the City of Sault Ste. Marie that among other things, requires pay-day lending institutions to:

- Advertise in a prominent manner the cost of borrowing; and,
- Provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie.

ATTACHED

Attached as Schedule “A” is a specimen of the brochure that will be required to be provided by a Payday Loan business to anyone seeking a payday loan.

BACKGROUND

On January 1, 2007 the *Municipal Statute Law Amendment Act* enabled municipal bodies to pass the by-law requested herein. The current number operating within the city is estimated to be around ten (10). We have no real means of confirming the number as they currently are treated as office space under the City’s Zoning By-law. The largest concentration is found on Great Northern Rd. The proposed by-law would best manage and protect the constituents due to the highlights of the by-law provided in the analysis portion of this report.

ANALYSIS

The Legal Department attempted consultation with relevant stakeholders in drafting this By-law; however, a successful meeting time never occurred or stake holders did not attend. Therefore, staff elected to move along with presenting the draft By-law as consultation was not a prerequisite to presenting the same to City Council.

The By-law, that is elsewhere on tonight’s agenda, is a mirror representation of the requirements set out in the City of Hamilton’s Payday Loan By-law, the major difference between the one before City Council and Hamilton’s is additional wording required around enforcement and the general application of the by-law. The reason for this is that Hamilton’s Licensing regulations apply a schedule that treats any given number of licences and a master licensing by-law with the general wording. This means that much of the required wording was absent from the precedent referred to.

The *Municipal Act* clearly enables a Municipality to enact such a by-law pursuant to section 151.1(1) & (2).

The important highlights of the proposed By-law can be summarized as:

- 1) Limiting the number of payday loan businesses to what we suspect is the existing businesses within the City currently.
- 2) An annual licensing fee in the amount of \$1000.00.
- 3) Advertise in a prominent manner the cost of borrowing; and,
- 4) Provide to the borrower a credit counselling brochure as approved by the City of Sault Ste. Marie in passing the corresponding by-law.

In addition to the above measures, prescribed provincial legislation regarding the payday loan industry, which include advertising rates and providing information to lenders, will further contribute to City Council intention to better inform lenders of the fact that payday loans are the most expensive form of consumer loans in Ontario.

FINANCIAL IMPLICATIONS

If approved, the fee for a licence will be \$1,000.00. The estimated number of licences is ten (10). The proposed new fee structure is not anticipated to have a material impact on budget revenues.

Also, included in the proposed by-law are possible fines for non-compliance. Financial impacts of these fines and any return will depend upon the enforcement required and cannot be quantified at this time.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-164, being the City of Sault Ste. Marie Payday Loan Business Licencing By-law, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj

\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\ Payday loan By-law (R1.77).docx



THINGS YOU SHOULD KNOW **BEFORE** USING PAYDAY LOANS

What's a payday loan:

A payday loan is usually a small value loan taken out for a short time, typically until your next payday. It is usually loaned at a retail store or online and is the **most expensive form of consumer loan in Ontario**. The loan is unsecured.

Costs

Before getting a payday loan, **the most expensive form of a loan**, you should consider other ways of borrowing money

- family or friends;
- a bank or credit union; or,
- your credit card.

As of January 1, 2018, the maximum cost of borrowing a payday loan is \$15 for every \$100 that you borrow. This means:

If you borrow \$300 for 2 weeks:	Payday loan (fee)	Credit card (fee with interest at 23%)
1 loan will cost	\$45	\$6.15
2 loans will cost	\$90	\$12.29
4 loans will cost	\$180	\$24.59
6 loans will cost	\$270	\$36.88

Make sure you ask the right questions

- How much will it cost me to borrow this money?
- How much will I be charged if I don't pay the loan back on time?
- Is this payday business properly licenced by the City and the Province?
- Are you being charged more than the maximum \$15 for every \$100 that you are borrowing?

Have a contract with the payday loan business

In addition to being properly licenced, your contract with any payday loan business **must** include specific information on the first page:

- the amount you are borrowing
- the number of days that your loan is for
- what you will pay to borrow the money

You have two (2) business days to **cancel a contract** for a payday loan without any penalty (e.g., without paying a fee) and without having to give a reason.

Extended payment plan

Beginning July 1, 2018, lenders must give you the option of an extended payment plan if you take out three loans within a 63-day period.

File a complaint

If you believe that a payday loan business is not following the requirements, you can file a complaint with:

Sault Ste. Marie Police Services
1-705-949-6300

OR

The Ministry of Consumer Services
1-800-889-9768 (toll free)

For a full version of the information found within this brochure, please visit:

<https://www.ontario.ca/page/payday-loan-your-rights>



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Director of Human Resources

DEPARTMENT: Corporate Services

RE: Memorandums of Settlement for ATU Local 1767, CUPE Local 3 Public Works, and CUPE Local 67 Civic Centre

PURPOSE

The purpose of this report is to recommend the approval of the attached Memorandums of Settlement for:

1. ATU Local 1767 (Transit Operators)
2. CUPE Local 3 Public Works
3. CUPE Local 67 Civic Centre

BACKGROUND

The City, through the collective bargaining process, has reached a Memorandum of Settlement for aforementioned unionized groups each consisting of four (4) year terms.

ANALYSIS

The highlights of the settlements are as follows:

ATU Local 1767

- Average annual increase to Budget of 1.75% (inclusive of wage and benefit increases)
- Minor Benefit enhancements at the end of 2019
- Improvements to contract language with respect to unpaid leave days

CUPE Local 3 Public Works

- Average annual increase to Budget of 1.84% (inclusive of wage and benefit increases)
- Minor Benefit enhancements in years 2020 and 2021
- Improvements to contract language with respect to employee definitions and vacation selection

2019 09 23

Page 2.

CUPE Local 67 Civic Centre

- Average annual increase to Budget of 1.74% (inclusive of wage and benefit increases)
- Benefit enhancements in 2020
- Improvements to contract language with respect to grievance procedure and retiree benefits

FINANCIAL IMPLICATIONS

The financial impact of these settlements for 2019 can be accommodated in the contingency reserve provided for that purpose in the 2019 Budget. Future years' impacts will be outlined in the budget deliberations for those years.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources dated 2019 09 23 be received and approve the recommendation that City Council ratify the following:

1. Memorandum of Settlement for ATU Local 1767
2. Memorandum of Settlement for CUPE Local 3 Public Works, and
3. Memorandum of Settlement for CUPE Local 67 Civic Centre

Respectfully submitted,

Peter Niro
Director of Human Resources
705.759.5366
p.niro@cityssm.on.ca

MEMORANDUM OF SETTLEMENT

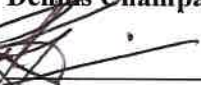
THE CORPORATION OF THE CITY OF SAULT STE. MARIE & AMALGAMATED TRANSIT UNION LOCAL 1767

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2019 to January 31, 2023.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2019 provided, however, that the following amendments are incorporated in Appendix 1.

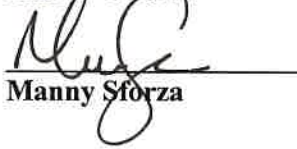
Signed this 25th day of July, 2019.

For the Union:


Dennis Champagne

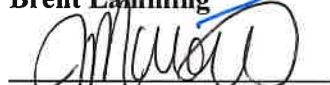

Brent Cerenzia


Alfie D'Ettore


Manny Sforza

For the Employer:


Brent Lamming


Nicole Maione


Brad Miller


Peter Niro

Memorandum of Settlement

ATU 1767

And

The Corporation of the City of Sault Ste. Marie

Appendix I

All Sign-Off Sheets Enclosed

Sign Off Sheet #1

Amalgamated Transit Union & Corporation of The City of Sault Ste. Marie

5.02 Amend existing clause to read as follows:

The Union further acknowledges the right of the City to operate and manage the City business in all respects in accordance with its commitments and responsibilities **as well as the Occupational Health & Safety Act.**

ARTICLE 7:00 GRIEVANCE PROCEDURE

Complaint Stage – no change

Step I

Change the word “case to grievance”. Change “Area Coordinator of Transit and Parking” to “Director of Community Services and Enterprise Development”. A representative from Human Resources may also attend.

Step II

Change “Area Coordinator of Transit and Parking” to “Director of Human Resources”

Step III

Change Commissioner of Human Resources to Deputy Chief Administrative Officer of CDES

The parties when required may agree to utilize mediation services prior to arbitration. At no time shall this article be applied or interpreted as a necessary step before arbitration.

Article 8 ARBITRATION (move to above Strikes & Lockouts)

Insert Arbitration Language (Article 8;00) here.

Balance of Article remains unchanged.

Article 9:00

9.01 Amend existing clause to read as follows:

750 hours in active service.

ARTICLE 11:00 LEAVE OF ABSENCE

11.02 Amend existing clause to read as follows:

All employees covered by this agreement, if called for Jury Duty **or Jury Selection**, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled to work.

12:08 Add this clause:

Any operator scheduled to work with less than thirty (30) minutes between pieces of work will be paid straight through.

13:02 Amend existing clause to read as follows:

New employees breaking in will be paid Employment Standards Act minimum wage plus \$ 1.50 time until judged capable of taking over operation on their own.

ARTICLE 19:00 GENERAL RULES

19:06 A meal allowance of **\$15.00**—*balance of the article remains the same*

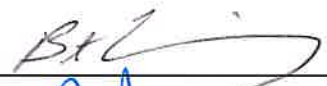
SIGNED AT SAULT STE. MARIE this 5^m day of June, 2019

FOR THE UNION

FOR THE CITY








Sign Off Sheet #2

Amalgamated Transit Union
&
Corporation of The City of Sault Ste. Marie

WJN
no

5.08 Amend existing clause to read as follows:

Provided however, that permanent employee who has completed **three (3)** years of service will be laid off due to contracting out.

ARTICLE 6:00 DISCIPLINE

Delete article 6:01 and re-number balance of Article

New : STEP IV ARBITRATION

Insert Arbitration Language (Article 8:00) to appear after Article 7:00 STEP IV here.

11:06 Amend existing clause to include as follows:

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law, ***step-parents, step-siblings.***

balance of Article with new application remains the same

City Proposal Article 14:00 Specified Paid Holidays

Add line at the end "It is understood that the employee working the paid holiday will be compensated accordingly."

16:10 ADD New:

An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Director of Human Resources to take other employment.

Letters of Understanding

#5

1 pair trousers	3 points
1 dress shirt	1 point
1 polo shirt	2 points
1 wind breaker	2 points
1 winter coat	9 points
1 fall jacket	4 points

1 rain coat	2 points
1 half zip pull over	2 points
2 baseball caps	1 point
1 pair mechanic gloves	1 point
1 pair shorts	2 points

Every new operator will receive 2 pairs of trousers, 6 shirts (dress or polo combined), 1 winter coat, 1 windbreaker, 2 pair of shorts, 1 rain coat, 1 baseball cap.

Add to the end "within 90 days from ratification"

Letter #6

Remove reference to RTO – averaging only considers hours worked.

#11

Change administrative rate to 1.5 hours at Cupe Local 67 JC 12 rate for PAUL.

#13

Delete point #1

SIGNED AT SAULT STE. MARIE this 19th day of June, 2019

FOR THE UNION

FOR THE CITY

D. Dampage

C. L. Dettmer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER #8

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSIT UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

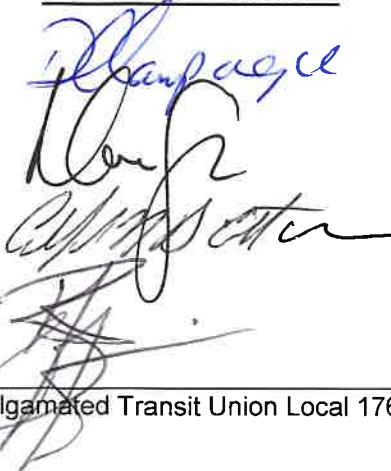
VIDEO SECURITY SURVEILLANCE CAMERAS

The City confirms the following general principles that are the guidelines that would be used with respect to the use of video security surveillance cameras at Transit Properties and Buses:

- Cameras are not used to monitor employee performance.
- Cameras will not be situated in areas where employee has a reasonable expectation of privacy e.g. change areas, wash rooms.
- Access to recorded information is restricted through Director of Community Services and Director of Human Resources.
- Employees who are observed and recorded by video technology engaging in conduct that is in violation of City Policy/Procedures and/or law are advised that such information may be used by the City with respect to disciplinary action up to and including discharge.

Agreed to this 19th day of June, 2019.

FOR THE UNION

Four handwritten signatures in blue ink, stacked vertically, representing the Amalgamated Transit Union Local 1767.

FOR THE CITY

Four handwritten signatures in blue ink, stacked vertically, representing the City of Sault Ste. Marie. The second signature from the top is clearly legible as "Eda Brune".

Sign Off Sheet #3

Amalgamated Transit Union
&
Corporation of The City of Sault Ste. Marie

Article 12:03

Note: Union and City Transit agree to meet and discuss Overtime sequence and distribution by Seniority

Remove reference to "double shifts"

Amend and replace:

16:04 An employee on sick leave for 30 days or more must furnish a **medical** certificate of physical fitness to return to duty.

The City will reimburse the employee up to \$40 for medical information requested by the Employer (The City). ***This does include Great West Life forms.***

16:10 ***(a) Eliminate this clause. Everyone will be classified as Operator II***

16:04 ADD NEW:

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

ARTICLE 17:00 PENSIONS

17:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes. Employees may become eligible for OMERS enrolment based on the following conditions provided they do not contravene the OMERS regulations:

An employee shall be enrolled at "Other Than Continuous Full Time" if they work 700 hours in each of two (2) consecutive years in the third year commencing employment.

Change to:

An employee **will be offered enrollment when the employee is considered** "Other Than Continuous Full Time" **as defined by OMERS** if they work 700 hours in each of two (2) consecutive years in the third year commencing employment.

The balance of the article remains the same.

ATU Proposal LOU #8 VIDEO SECURITY SURVEILLANCE CAMERAS

Agreed to June 19th, 2019 - pm

Letter #10

Add the following:

"It is understood and agreed that Operators who pick a run under the terms of this letter are expected to work said Holiday. If not able to work said Holiday the Operator must request the time off or arrange for a trade. "

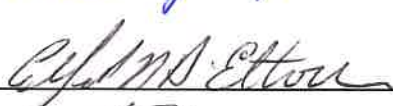
New Letter – Vacation Board Trial

The parties agree to meet within 30 days of the date of ratification to discuss a trial for a Vacation/Swing Board system based on the Letter of Understanding presented on this day – June 20th, 2019.

SIGNED AT SAULT STE. MARIE this 20th day of June, 2019

FOR THE UNION

FOR THE CITY








Sign Off Sheet #4
Amalgamated Transit Union
&
Corporation of The City of Sault Ste. Marie

ARTICLE 10:00 SENIORITY

Article 10:01(a)

Status quo except for last paragraph to read:

"Regular assigned Operators will be allowed to forfeit without pay, a two and a half (2.5) hour work assignment. When that assignment is their only....".balance unchanged"

Note: It is understood that RTO's under this clause will count toward the "new total max hours" for unpaid time off referenced in Article 12:04.

Article 12:04

Change 70 hours to mean total hours per year for all leave requests.

Add to the end that of the clause

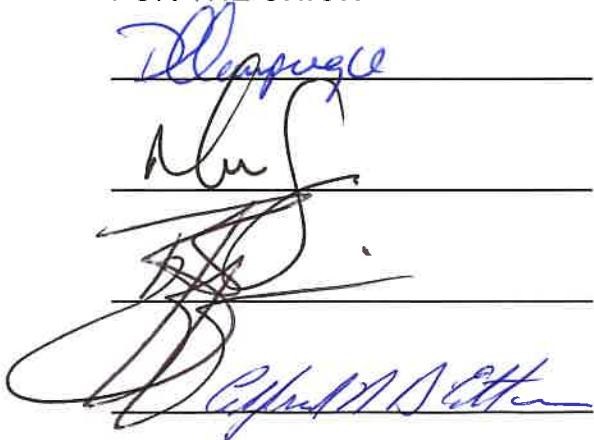
"It is understood that the total maximum leave hours permitted includes: RTO and LOAs. If an Operator for good and sufficient reason requests leave in excess of the maximum, City Transit Management will consider such requests on their merit and without prejudice or precedent to the application of this article."

NEW 12:09

Where possible Spareboard operators shall be scheduled/assigned work within a fourteen (14) hour period. It is acknowledged that the scheduling of such employees does not violate Employment Standards Act and that when required may work in excess of fourteen (14) hours to meet collective agreement compliance.

SIGNED AT SAULT STE. MARIE this 25th day of July, 2019

FOR THE UNION



FOR THE CITY



Sign Off Sheet #5
Amalgamated Transit Union
&
Corporation of The City of Sault Ste. Marie

DISCUSSION Points

ATU and City agree to Operator handbook deletion and re-writing or inclusion of relevant materials in the CA. A Letter of Understanding shall be negotiated with that intent.

2019 2% 2020 1.75% 2021 2% 2022 1.70%

City Proposals ARTICLE 16 WELFARE

Vision Care (eyeglass subsidy **\$450.00** every two years).
Amount of Vision Care can be used for Eye Vision Lasik Surgery or contact lenses.

One (1) eye examination by a licenced ophthalmologist or optometrist every twenty-four (24) months ***or when the Ministry of Transportation requests a complete physical including eye examination for the employee's drivers' licence.***

STD goes from 3 day waiting period to 2 days and no waiting period for hospital stay that is greater than three (3) days.

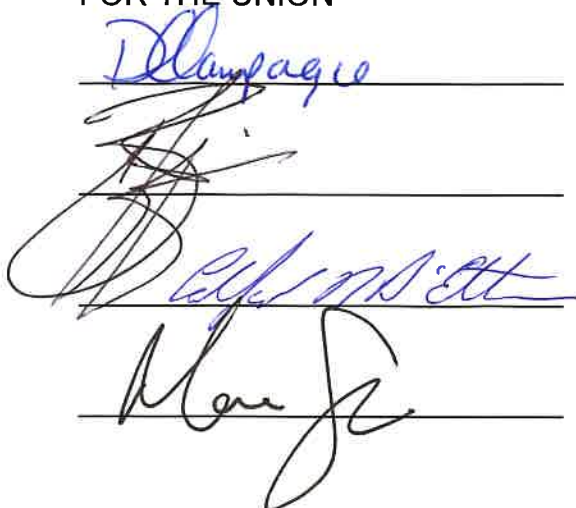
It is understood and agreed that active employee over age 65 will enjoy the same benefits as active under age 65 except for LTD and AD&D.

ARTICLE 20:00 DURATION

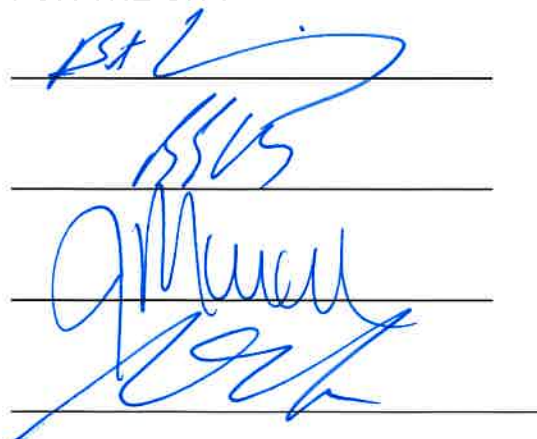
Subject to outcome of negotiations. Balance remains the same

SIGNED AT SAULT STE. MARIE this 25th day of July, 2019

FOR THE UNION



FOR THE CITY



MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE & CUPE Local 67-01 Civic Centre

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2019 to January 31, 2023.
4. Agreed to E3M Both 19.08 and LOU #2 is status quo until 30 days from both parties ratification to come up with formula. If still not in agreement of intent and application then it shall become subject of the grievance process and expedited to arbitration.
5. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2019 provided, however, that the following amendments are incorporated in Appendix 1.

Signed this 7th day of August, 2019.

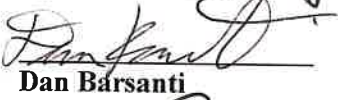
For the Union:



Sharon St. Pierre



Lourdis Laundry

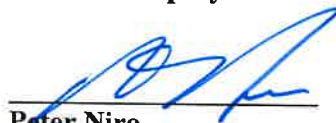


Dan Barsanti



Felicia Forbes

For the Employer:



Peter Niro



Ida Bruno

Memorandum of Settlement

**CUPE Local 67 – 01
Civic Centre**

And

The Corporation of the City of Sault Ste. Marie

Appendix I

All Sign-Off Sheets Enclosed

**Letter of Understanding
Between
The Corporation of the City of Sault Ste. Marie
(Employer)
And
CUPE Local 67
(Union)**

The grids will be expanded to include job class 15 through to job class 17

(2014 pay grid is provided as a reference point only)

LOCAL 67 - CIVIC CENTRE - SCHEDULE OF RATES EFFECTIVE FEBRUARY 1, 2014								
JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD	
BASE RATE							2952	19.47
1					2952	19.47	3110	20.49
2			2952	19.47	3110	20.49	3258	21.49
3			3110	20.49	3258	21.49	3412	22.49
4			3258	21.49	3412	22.49	3569	23.51
5	3258	21.49	3412	22.49	3569	23.51	3710	24.49
6	3412	22.49	3569	23.51	3710	24.49	3868	25.51
7	3569	23.51	3710	24.49	3868	25.51	4022	26.52
8	3868	25.51	4022	26.52	4190	27.61	4349	28.64
9	4022	26.52	4190	27.61	4349	28.64	4506	29.71
10	4190	27.61	4349	28.64	4506	29.71	4663	30.75
11	4349	28.64	4506	29.71	4663	30.75	4824	31.79
12	4506	29.71	4663	30.75	4824	31.79	4990	32.90
13	4663	30.75	4824	31.79	4990	32.90	5157	33.99
14	4824	31.79	4990	32.90	5157	33.99	5337	35.19
15	4990	32.90	5157	33.99	5337	35.19	5519	36.39
16	5157	33.99	5337	35.19	5519	36.39	5706	37.62
17	5337	35.19	5519	36.39	5706	37.62	5900	38.90

Cleaner	19.47
Handyman/Caretaker	26.03
Student	
1st Year	11.15
2nd Year	11.37
3rd Year	11.77

Affected Cells	3.4%
----------------	------

NOTE: 151.66 Hours per month given by 1820(hours per year)
/ 12 (months per year) = 151.66 hours per month

**LOCAL 67 - CIVIC CENTRE - SCHEDULE OF RATES
EFFECTIVE FEBRUARY 1, 2015 - 1.75% INCREASE**

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD	
BASE RATE							3004	19.81
1					3004	19.81	3164	20.85
2			3004	19.81	3164	20.85	3315	21.87
3			3164	20.85	3315	21.87	3472	22.88
4			3315	21.87	3472	22.88	3631	23.92
5	3315	21.87	3472	22.88	3631	23.92	3775	24.92
6	3472	22.88	3631	23.92	3775	24.92	3936	25.96
7	3631	23.92	3775	24.92	3936	25.96	4092	26.98
8	3936	25.96	4092	26.98	4263	28.09	4425	29.14
9	4092	26.98	4263	28.09	4425	29.14	4585	30.23
10	4263	28.09	4425	29.14	4585	30.23	4745	31.29
11	4425	29.14	4585	30.23	4745	31.29	4908	32.35
12	4585	30.23	4745	31.29	4908	32.35	5077	33.48
13	4745	31.29	4908	32.35	5077	33.48	5247	34.58
14	4908	32.35	5077	33.48	5247	34.58	5430	35.81
15	5077	33.48	5247	34.58	5430	35.81	5616	37.03
16	5247	34.58	5430	35.81	5616	37.03	5806	38.28
17	5430	35.81	5616	37.03	5806	38.28	6003	39.58

Cleaner	19.81
Handyman/Caretaker	26.49
Student	
1st Year	11.87
2nd Year	12.15
3rd Year	12.60

**LOCAL 67 - CIVIC CENTRE - SCHEDULE OF RATES
EFFECTIVE FEBRUARY 1, 2016 - 1.85% INCREASE**

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD	
BASE RATE							3060	20.18
1					3060	20.18	3223	21.24
2			3060	20.18	3223	21.24	3376	22.27
3			3223	21.24	3376	22.27	3536	23.30
4			3376	22.27	3536	23.30	3698	24.36
5	3376	22.27	3536	23.30	3698	24.36	3845	25.38
6	3536	23.30	3698	24.36	3845	25.38	4009	26.44
7	3698	24.36	3845	25.38	4009	26.44	4168	27.48
8	4009	26.44	4168	27.48	4342	28.61	4507	29.68
9	4168	27.48	4342	28.61	4507	29.68	4670	30.79
10	4342	28.61	4507	29.68	4670	30.79	4833	31.87
11	4507	29.68	4670	30.79	4833	31.87	4999	32.95
12	4670	30.79	4833	31.87	4999	32.95	5171	34.10
13	4833	31.87	4999	32.95	5171	34.10	5344	35.22
14	4999	32.95	5171	34.10	5344	35.22	5530	36.47
15	5171	34.10	5344	35.22	5530	36.47	5720	37.72
16	5344	35.22	5530	36.47	5720	37.72	5913	38.99
17	5530	36.47	5720	37.72	5913	38.99	6114	40.31

Cleaner	20.18
Handyman/Caretaker	26.98
Student	
1st Year	12.09
2nd Year	12.37
3rd Year	12.83

LOCAL 67 - CIVIC CENTRE - SCHEDULE OF RATES EFFECTIVE FEBRUARY 1, 2017 - 1.85% INCREASE								
JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD	
BASE RATE							3117	20.55
1					3117	20.55	3283	21.63
2			3117	20.55	3283	21.63	3438	22.68
3			3283	21.63	3438	22.68	3601	23.73
4			3438	22.68	3601	23.73	3766	24.81
5	3438	22.68	3601	23.73	3766	24.81	3916	25.85
6	3601	23.73	3766	24.81	3916	25.85	4083	26.93
7	3766	24.81	3916	25.85	4083	26.93	4245	27.99
8	4083	26.93	4245	27.99	4422	29.14	4590	30.23
9	4245	27.99	4422	29.14	4590	30.23	4756	31.36
10	4422	29.14	4590	30.23	4756	31.36	4922	32.46
11	4590	30.23	4756	31.36	4922	32.46	5091	33.56
12	4756	31.36	4922	32.46	5091	33.56	5267	34.73
13	4922	32.46	5091	33.56	5267	34.73	5443	35.87
14	5091	33.56	5267	34.73	5443	35.87	5632	37.14
15	5267	34.73	5443	35.87	5632	37.14	5826	38.42
16	5443	35.87	5632	37.14	5826	38.42	6022	39.71
17	5632	37.14	5826	38.42	6022	39.71	6227	41.06

Cleaner	20.55
Handyman/Caretaker	27.48
Student	
1st Year	12.31
2nd Year	12.60
3rd Year	13.07

**LOCAL 67 - CIVIC CENTRE - SCHEDULE OF RATES
EFFECTIVE FEBRUARY 1, 2018 - 2.0% INCREASE**

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD	
BASE RATE								
1					3179	20.96	3349	22.06
2			3179	20.96	3349	22.06	3507	23.13
3			3349	22.06	3507	23.13	3673	24.20
4			3507	23.13	3673	24.20	3841	25.31
5	3507	23.13	3673	24.20	3841	25.31	3994	26.37
6	3673	24.20	3841	25.31	3994	26.37	4165	27.47
7	3841	25.31	3994	26.37	4165	27.47	4330	28.55
8	4165	27.47	4330	28.55	4510	29.72	4682	30.83
9	4330	28.55	4510	29.72	4682	30.83	4851	31.99
10	4510	29.72	4682	30.83	4851	31.99	5020	33.11
11	4682	30.83	4851	31.99	5020	33.11	5193	34.23
12	4851	31.99	5020	33.11	5193	34.23	5372	35.42
13	5020	33.11	5193	34.23	5372	35.42	5552	36.59
14	5193	34.23	5372	35.42	5552	36.59	5745	37.88
15	5372	35.42	5552	36.59	5745	37.88	5943	39.19
16	5552	36.59	5745	37.88	5943	39.19	6142	40.50
17	5745	37.88	5943	39.19	6142	40.50	6352	41.88

Cleaner	20.96
Handyman/Caretaker	28.03
Student	
1st Year	12.56
2nd Year	12.85
3rd Year	13.33

1. One (1) Senior Plans Examiner will see a rate increase from J.C. 11 to J.C. 14;
2. **Two** (2) fully-qualified Building Inspectors will see an increase from J.C. 12 TO J.C. 15; **
3. Two (2) Coordinators will see an increase from J.C. 14 to J.C. 17.

** fully qualified means a person has satisfied the appropriate categories of qualifications pursuant to Part 3 - Division C of the Ontario Building Code, be appointed and remain appointed under the Act as an inspector.

There is an understanding that no grievance shall arise from the implementation of such re-structuring/classification plan.

* This plan is without P&P.
LB. JDS.

The commencement date of this process shall be on the first of August as soon as practicable.

Signed this 28th day of June, 2016.

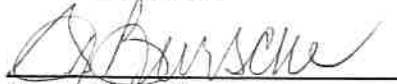
For the Union



John Sloan



Steve Koskinen



Susan Bursche

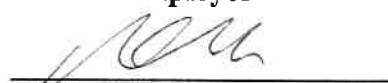


Felicia Legros

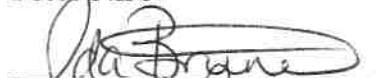


Sharon St. Pierre

For the Employer



Peter Niro



Ida Bruno



Freddie Pozzebon

CUPE Local 67-01
("the Union")

And
The City Sault Ste Marie
("the Employer")

Agree to amend / delete / add Article #... to read as follows:

HOUSEKEEPING

Article 8 – Step 1 Department Head to "**Supervisor/Manager**"

Days – Ensure all reference to days are spelt out and numbered i.e. five days to
"**Five (5) days**"

~~Deletion "Effective the first month following ratification of the Memorandum of
Settlement by the parties"~~

Gender Neutral

ARTICLE 3 – UNION SECURITY

New Language:

3:0X New Employees

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

4:00 NEGOTIATING COMMITTEE

- 4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

GRIEVANCE COMMITTEE

- 4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the City premises in order to investigate or assist in the settlement of grievances.

- 4:03 The City acknowledges the right of the Union to appoint or otherwise select six (6) stewards from among the members.
- 4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.
- 4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

JOINT CONSULTATION

- 4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.

ARTICLE 7– DISCRIMINATION

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

ARTICLE 8– GRIEVANCE PROCEDURES

8:02 Policy Grievance

Where a dispute involves a question of general application or Interpretation of the terms of the agreement either the Union or the City may file a grievance at Step II of the grievance procedure.

8:0X Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

City Note to appear in MOS only

It is understood that where such a grievance, if filed, only the most senior of the grievors shall be compensated if applicable unless the remedy applies to the entire "group"

8:04 Discipline/Discharge Grievance

Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.

In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) working days from the date of discharge.

11:06

A temporary vacancy is defined as a vacancy scheduled to be up to eight (8) months in duration. Twelve (12) month temporary absences will apply to Maternity, Paternity and Sick Leave absences and the related "domino" or cascade vacancies.

It is understood that in cases of ESA protected leaves, such temporary vacancies will automatically extend for the duration of said legislative leaves.

ARTICLE 12- JOB POSTING

12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of **four (4)** ~~three (3)~~ months. Employees shall have the right to only one (1) lateral transfer ~~per year~~ **every nine (9) months**. If performance is not satisfactory during this period, the City shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to his/her former position and salary.

In the event of a newly created position that requires a review through the Job Evaluation Process and an estimated Job Class, the restriction regarding the lateral transfer will not apply.

APPENDIX B

Delete references to Social Housing and Social Services positions as outline below;

~~SOCIAL SERVICES DEPARTMENT – Ontario Works Division~~

~~Eligibility Review Officer
Internal Review/Case Presenting Officer
Family Support Worker
Employment Resource Coordinator
Community Placement Coordinator
Employment Coordinator
Case Presenting Officer,
Case Manager
Case Aide
Office Clerk
Employment Services Clerk
Customer Service Representative~~

~~SOCIAL SERVICE DEPARTMENT – Finance Division~~

~~Senior Accounting Clerk
Accounting Clerk
Administrative Support Clerk
Administrative Clerk~~

~~SOCIAL SERVICES DEPARTMENT~~ Social Housing

~~Property Manager~~
~~Senior Accounts Clerk~~
~~Tenant Support Worker~~
~~Client Service Coordinator~~
~~Accounts Clerk~~
~~Tenant Services Clerk~~
~~Program Review Clerk~~
~~Building Custodian~~
~~Case Manager~~
~~Administrative Support Clerk~~
~~Office Clerk~~
~~Client Services Clerk~~

LETTER OF UNDERSTANDING – *for reference purpose please see attachment Appendix "A" which will form part of the Memorandum of Settlement-*

LOU #1

To Appear in the Memorandum of Settlement Only:

~~Subsidized Work Programs~~ – *The Parties agree to delete with the condition that in the event the Employer every decides to re-introduce these programs this letter from attached will be automatically renew.*

LOU #3 Joint Consultation – Parties agree roll into CA to under Article 4 as currently exists.

LOU #4 Seniority and Layoffs - The Union would like to Renew

LOU #5 Delete Letter ~~Absenteeism~~

LOU #6 Temporary Vacancies – Agreed to be rolled into the C/A in article to be determined

LOU #7 Delete Letter ~~Welfare Benefits~~

LOU #8 Delete Letter ~~Disability Accommodation~~

LOU #10 Job Evaluation System Review- Renew

LOU #11 – Paid Union Leave Days - Parties agree roll into CA to under Article 14 with amendment of JC 10 Level 4 to JC 12 Level 4 ✓

LOU #12 Status Change Process

- Permanent Part-time to Permanent Full-time... The Union would like to roll into the Collective with the amendment to reflect after 5 years – 6% entitlement – under vacation Article 16:00

NEW LETTER OF UNDERSTANDING RE: ACCOMODATIONS

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

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

The Union can propose alternative accommodations including entry level positions.

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

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

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 6th day of March , 2019 in Sault Ste Marie.

For the Union


Sharon St. Pierre


Lourdis Laundry


Felicia Forbes

For the Employer


Peter Niro


Ida Bruno


Lisa Petrocco

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

RE: SUBSIDIZED WORK PROGRAMS

Local 67 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

- i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 C.U.P.E.
- ii) Local 67 C.U.P.E. will be given advance notice of such programs including work locations, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- iv) No person will be placed in the Building Division.
- v) This understanding may be cancelled at any time upon providing 30-day notice in writing of such cancellation.

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"
"Susan Bursche"
"Paula Provenzano"
"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"
"Peter Niro"
"Malcolm White"
"Mike Nadeau"

LETTER #3**JOINT CONSULTATION COMMITTEE****TERMS AND CONDITIONS**

The City of Sault Ste. Marie and Local 67, C.U.P.E., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.
2. Meetings will be schedule as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"
"Susan Bursche"
"Paula Provenzano"
"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"
"Peter Niro"
"Malcolm White"
"Mike Nadeau"

LETTER #4
LETTER OF UNDERSTANDING
Between
THE CITY OF SAULT STE. MARIE
and
LOCAL 67 C.U.P.E.

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and qualifications, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater qualifications to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"
"Susan Bursche"
"Paula Provenzano"
"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"
"Peter Niro"
"Malcolm White"
"Mike Nadeau"

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

TEMPORARY TRANSFER OPPORTUNITIES

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

It is agreed and understood that this Memorandum of Understanding shall be in effect only for the term of this collective agreement.

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"

"Susan Bursche"

"Paula Provenzano"

"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"

"Peter Niro"

"Malcolm White"

"Mike Nadeau"

LETTER #10

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

JOB EVALUATION SYSTEM REVIEW

The parties agree to meet at a minimum once per year during the term of the collective agreement to review jobs under the Job Evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

Signed at Sault Ste. Marie this 10th day of March, 2015.

FOR THE UNION

"John Sloan"

"Susan Bursche"

"Paula Provenzano"

"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"

"Peter Niro"

"Malcolm White"

"Mike Nadeau"

LETTER #11**LETTER OF UNDERSTANDING****Between****THE CITY OF SAULT STE. MARIE****and****LOCAL 67 C.U.P.E.****PAID APPROVED UNION LEAVE**

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

This Letter of Understanding will provide for a trial period for this process until December 31st, 2019, at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

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

The parties agree to meet during the term of the collective agreement prior to December 31, 2019, to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

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

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

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

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

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

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

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

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

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

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"
"Susan Bursche"
"Paula Provenzano"
"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"
"Peter Niro"
"Malcolm White"
"Mike Nadeau"

LETTER #12

Appendix A

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

**STATUS CHANGE PROCESS
PERMANENT PART-TIME TO PERMANENT FULL-TIME**

The following is the process when a Permanent Part-Time employee is successful to a job posting for a Permanent Full-Time position effective from January 1, 2012:

Seniority

The City shall calculate the number of hours the employee worked as a Permanent Part-time employee.

The City shall convert the part time service hours to full time service hours and then accordingly back date the seniority from the Permanent Full-time hire date at seven (7) hours equals one (1) day to establish a seniority date on the Seniority list.

Vacation

Using the hours calculated above as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the collective agreement.

Since Permanent Part-time employees are paid 4% vacation pay with each cheque, the employee shall not be entitled to any vacation pay in the **current calendar year when hired as a Full Time employee** but shall be entitled to take the credited number of days off without pay in the **current calendar year**.

Sick Leave

Based upon the number of hours credited converted to months of full-time service, the entitlement to Sick Leave would be subject to precisely the wording of the collective agreement. The employee must attain the equivalent of six (6) months service (i.e. 910 hours of work) to qualify for sick leave.

Probationary & Trial Period

All new Permanent Part-time employees are subject to a Probationary period and not eligible for the job posting process until successful completion of the probationary period.

Seniority List and Permanent Part Time Employees

The City shall list Permanent Part-Time employees separately on the Seniority list and show their corresponding number of hours worked.

A hiring letter for a Permanent Part-Time employee shall indicate a 910 hour Probationary Period.

Employee Benefits

All other benefit entitlements would flow pursuant to your actual hiring date as a permanent full time employee.

Calculations for OMERS service remain subject to OMERS rules.

Signed at Sault Ste. Marie this 19th day of February, 2015.

FOR THE UNION

"John Sloan"
"Susan Bursche"
"Paula Provenzano"
"Cathy Donnelly"

FOR THE CITY

"Christine Nenonen"
"Peter Niro"
"Malcolm White"
"Mike Nadeau"

CUPE Local 67-01
("the Union")
And
The Corporation of the City of Sault Ste Marie
("the Corporation")

Agrees to amend / delete / add Articles ... to read as follows:

ARTICLE 2– SCOPE NEW

2. 0X Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes.

"Experimentation" is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

Transfer to Temporary Position Outside Bargaining Unit

To replace current 13:01

- 13.01 If an employee is appointed by the City to a position outside of the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of twelve (12) months following such appointment.**

No employee shall be transferred to a position outside the bargaining unit without their written consent.

If the employee remains in the position outside the scope of the bargaining unit beyond the above noted twelve (12) months period or an accumulation of twelve (12) months, all bargaining unit seniority shall be removed from the bargaining unit seniority list. In the event the employer wishes to extend the period outlined above, the union must be in agreement with the extension.

If the employee returns to the bargaining unit before the above noted twelve (12) month period, they shall resume accumulation from the date of their return to the bargaining unit and shall be credited with the seniority held immediately prior to the appointment.

During the period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the employee's supervisory position hourly rate of pay as per Article 23 for all hours worked in the position outside of the bargaining unit.

LETTER OF UNDERSTANDING

Social Housing – Stand By and Call-Out - ~~Delete~~ #9

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 27th day of June, 2019 in Sault Ste Marie

For the Union






For the Board






CUPE Local 67-01
("the Union")
And
The Corporation of the City of Sault Ste Marie
("the Corporation")

Agrees to amend / delete / add Articles ... to read as follows:

ARTICLE 14 – LEAVE OF ABSENCE

14.0X Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

14:0X Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a subpoenaed witness in any court

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay

14.0X Leave of Union Officers

Any employee who is elected or selected for a position with the Union or anyone with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year. At no time shall such leave cost the City any additional monies and it is understood that all statutory pay and benefits contribution are responsibility of the Union.

18:05

Clarification the practice and contract with the provider stipulates a 3 month waiting period for the benefit to be eligible.

18:07

Add:

To be eligible for retiree benefits the employee must have at a minimum the same number of continuous years of service equal to the number of years in which the employee can be in receipt of City paid retiree benefits

Student Wage – Minimum Wage

	Feb. 1, <u>2019</u>	Feb. 1, <u>2020</u>	Feb. 1, <u>2021</u>	Feb.1, <u>2022</u>
1 st year	\$14.00	\$14.20	\$14.40	\$14.60
2 nd year	\$14.15	\$14.45	\$14.55	\$14.85
3 rd year	\$14.50	\$14.65	\$14.75	\$15.05

Student Wages are not subject to the general wage increase nor eligible for retroactivity. Fixed rates not affected by negotiated wage adjustments

ARTICLE 21– SAFETY PROVISIONS

21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of ~~one hundred eight (\$180.00)~~ **two hundred (\$200.00)** dollars effective the first of the month following ratification of the Memorandum of Settlement, for the purchase of one (1) pair of C.S.A approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probationary period.

Any employee completed their probationary period will receive 50% of their respective entitlement as above, the first of the month following the completion of probation. The balance will be paid on June 30th payment.

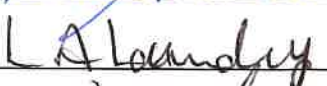
For inside office (PWT Support Staff) workers will be eligible for a one time allowance for the life of the agreement of **one hundred eight (\$180.00) dollars.**

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 7th day of August, 2019 in Sault Ste Marie

For the Union



For the Corporation




CUPE Local 67-01
("the Union")
And
The Corporation of the City of Sault Ste Marie
("the Corporation")

Agrees to amend / delete / add Articles ... to read as follows:

ARTICLE 14 – LEAVE OF ABSENCE

14:02 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day following the funeral. If the funeral is more than ~~two~~ **four** hundred kilometers (~~200~~ **400** km) from Sault Ste. Marie, the ~~four (4)~~ **five (5)** working days following the notice of death shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

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

Leave of absence without loss of pay for one (1) working days shall be granted to an employee to attend the funeral, **or celebration of life** of the employee's brother-in-law or sister-in-law, aunt and uncle.

~~Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.~~

"spouse" means a person

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons, (i) have cohabited for at least one year, (ii) are together the parents of a child, or (iii) have together entered into a cohabitation agreement under

section 53 of the *Family Law Act*, ("*conjoint*").

ARTICLE 18 – WELFARE BENEFITS

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward Coverage .
- Extended Health Care - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to ~~\$375.00/24 month~~ and effective **February 1, 2020**, increase to ~~\$400~~ **\$450** /24 month. (Note - this amount can be used for laser eye surgery.)
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
- Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
- Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of ~~\$1,000~~ **\$1100** (effective 1st of the month following ratification of the Memorandum of Settlement) per calendar year for any combination of the following services:

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

- **Maximum of \$1000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)**
- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

(a) Extended Health Care - 1st day of the month following date employed. (b) Dental - 1st day of the month following completion of three (3) months service.

- 12 Month Pregnancy/Parental Replacement Temporary Employees
- Limited Benefit Coverage

Prescription Drug Benefit Plan at 90%/10% Co-Insurance (Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap and effective February 1, 2014 increase to \$10.)

ARTICLE 28 – WAGES

All classification under Appendix "B" per year with retroactivity;

2019	2%
2020	1.6%
2021	1.6%
2022	1.7%

ARTICLE 29 – TERM OF AGREEMENT

29:01 This Agreement shall continue in force and effect from ~~February 1st, 2015~~ until February 1st, 2019 to **January 31st, 2023**. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to **January 31st, 2023** present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by **January 31st, 2023**, this Agreement and all its terms will continue in force until a new Agreement is executed.

LETTER OF UNDERSTANDING



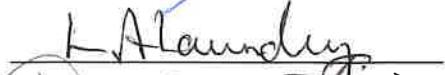
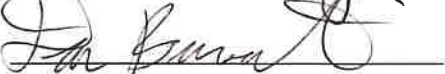
LOU #2 RENEW – WSIB

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 7th day of August, 2019 in Sault Ste Marie

For the Union



For the City







MEMORANDUM OF SETTLEMENT

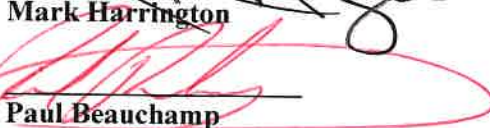
THE CORPORATION OF THE CITY OF SAULT STE. MARIE & CUPE Local 3-02 Public Works

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2019 to January 31, 2023.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2019 provided, however, that the following amendments are incorporated in Appendix 1. Changes will be in effect the month following ratification by the parties unless expressly stated otherwise.
5. Retroactivity will be on wages only to January 31, 2019.

Signed this 4th day of September, 2019.

For the Union:


Mark Harrington


Paul Beauchamp


Ron Olar

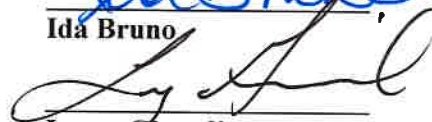

Pat Buczel

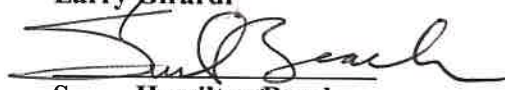

Felicia Forbes

For the Employer:


Peter Niro


Ida Bruno


Larry Girardi


Susan Hamilton/Beach


Monty Pinder

Memorandum of Settlement

CUPE Local 3– 02
Public Works

And

The Corporation of the City of Sault Ste. Marie

Appendix I

A handwritten signature in blue ink, appearing to be "C. J. [unclear]", with a horizontal line underneath.

All Sign-Off Sheets Enclosed

A handwritten signature in black ink, appearing to be "S. [unclear]".

Sign Off Sheet #1

CUPE Local 3 Public Works
&
Corporation of the City of Sault Ste. Marie

ARTICLE 2 – RECOGNITION

New Language:

2:04 New Employees

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

Article 4:03

Change Commissioner to Director of Public Works

Article 7:00

*change to

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

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

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

ARTICLE 8— GRIEVANCE PROCEDURES

Existing Clause

STEP I The Employee assisted by a Steward or an officer of the Union shall first take the matter up with the Director of Public Works. The Director of Public Works shall render a decision within five (5) working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five (5) working days of the receipt of the Step I reply request a hearing by the Director of Human Resources or their representative. The City will arrange a hearing at Step II within ten (10) working days of the receipt of the grievance. The Director of Human Resources or their representative shall render a decision within five (5) working days of the hearing.

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five working days of the receipt of the Step II reply request a hearing by the Deputy Chief Administrative Officer or their representative. The Deputy Chief Administrative Officer or representative shall render a decision within five (5) working days of the hearing.

8:04 In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step III of the grievance procedure provided such grievance is filed within fifteen (15) **working** days from the date of discharge.

***Add Title Policy Grievance**

8:05 If the dispute involves a question of a general application or interpretation of the terms of the agreement, either the Union or the City may file a grievance at **Step II** of the Grievance Procedure.

ARTICLE 8— GRIEVANCE PROCEDURES

***New Language**

8:06 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the

employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

Article 9:00 Arbitration

*change to

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at **Step III**, it may within **fifteen (15)** workings days of receipt of the **Step III** reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within thirty (30) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole Arbitrator/Arbitration Board.

ARTICLE 9 – ARBITRATION PROCEDURE

9:02 A Board of Arbitration/~~sole arbitrator~~ shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

Article 12

12:05 Subject to 12:07, an employee shall become established as of the day they begin work on a job in any line of sequence after they have worked on such job at least four hundred **and** forty (440) hours within any period of four (4) consecutive months in accordance with Article 11:08 of the Working Agreement between the City and the Union. If an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment.

Overtime hours shall not be counted as part of the four hundred, forty (440) hours for the purpose of establishment on a job in a line of sequence.

12:11 Errors or omissions in a list posted in accordance with 12:10 shall be corrected in accordance with Article 11:07 of the Working Agreement between the City and the Union, provided:

- 1) Such error or omission relates to the period subsequent to the date of the previous list, and
- 2) The error or omission is brought to the attention of the Director of Public Works within 15 days of the employee's first opportunity to see the list.

12:35 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 11:03 of the ~~Working~~ Collective Agreement between the City and the Union.

Change "Working" to "Collective" wherever "working" appears throughout the CA

12:36 An apprentice completing their apprenticeship shall be granted one-half the time spent serving their apprenticeship with the City on their occupation for the purpose of establishing their job class seniority in their trade or craft . Delete "craft"

Article 14:00 HOURS OF WORK AND OVERTIME

14:01 (a) The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week.

Ten (10) or Twelve (12) hour shifts can be scheduled during Winter Maintenance Shift Schedule inclusive of "spring clean-up operations" and shall be calculated over a cycle of one hundred and sixty (160) hours.

(b) The City shall designate either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the eight (8), ten (10) or twelve (12) hour shift consistent with the Employment Standards Act.

Article 15:00

15:08 Change Commissioner to Superintendent of Public Works

Balance of Article remains unchanged

Article 20:00

20:02 All employees who are employed by June 15th each year will be provided with the boot allowance, tool allowance and coveralls or coverall voucher as set out in 20:01 by June 1st

Article 22:00

22:01 If during inclement weather, outside work is not possible in the opinion of the Superintendent, then they shall suspend operations on those works or the works which in their opinion cannot proceed. The crew or crews involved in the work will be dispatched from the job for remainder of that day and until such time as conditions warrant a renewal of work operations. The workers on such jobs shall receive pay for the actual number of hours worked during the day of stoppage. If this provision affects the job involved more than two consecutive days, seniority provisions of layoff shall prevail.

Renew Letters # 1, 2, 3, 4, 7, 11 & 12 – same as previous Collective Agreements

SIGNED AT SAULT STE. MARIE this 24th day of April, 2019

FOR THE UNION


Paul Beauchamp

D. H. H.

Ron Olson

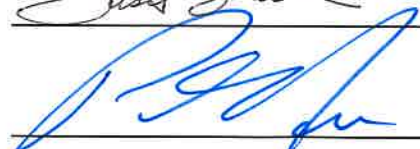
Patrick Buzze

[illegible]

FOR THE CITY


[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

CUPE Local 3-02
(“the Union”)
And
The Corporation of the City of Sault Ste. Marie
(“the Corporation”)

Agree to Articles to read as follows:

HOUSEKEEPING

Employer Titles – **Director of Human Resources and Director of Public Works**

Days – Ensure all reference to days are spelt out and numbered i.e. five days to “**Five (5) days**”

Deletion “Effective the first month following ratification of the Memorandum of Settlement by the parties” is fine provided it is understood that all changes to any settlement are effective the first of the month following except if expressly detailed to the contrary....

Gender Neutral

Titles to Articles/Clauses

Any reference to “Working Agreement ” to **Collective Agreement** – if intended to be the Collective

ARTICLE 6 – MANAGEMENT

6:01 The ~~M~~management of the Public Works **Division** and ~~Transportation Department~~ and the direction of the working forces, including the right to hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for any other legitimate reasons, is vested with the City, subject to all other provisions of this Agreement.

ARTICLE 11 – SENIORITY

11:01 The parties recognize that promotional opportunities and job seniority in the event of promotions, decrease in forces and recalls after layoffs should increase in proportion to length of continuous service and that in the administration of this section the intent will be that full consideration shall be given to continuous service in such cases. The parties also recognize that, because of the many different tasks, which the **Division** ~~Department~~ of Public Works and ~~Transportation~~ must carry out, its forces must be completely

flexible and when considering the method of temporary transfer, flexibility and efficiency must be given full consideration.

ARTICLE 12 – JOB SENIORITY LISTS

12:13 In promoting an employee to fill a vacancy in a job in a line of sequence (except the bottom job) preference shall be given to employees in accordance with the following rules unless the employees concerned do not have the qualifications and the ability to do the job:

- 1) preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence.
- 2) temporary vacancies of less than three (3) working days will be filled by Director of Operations, giving preference where possible to the senior qualified employee available.
- 3) **Employees on Operations Posted Positions shall maintain seniority rights with all other jobs in their respective job class.**

12:17 An employee, who is established on a job in a line of sequence must, upon request, exercise their rights to that job in accordance with their job seniority or they shall be required to sign a waiver form relinquishing their future promotional rights to such occupation until they indicate to supervision, in writing, that they wish to be considered for promotion. ~~This shall not apply if the employee cannot work on a job because of temporary physical disability support by acceptable medical evidence.~~

NOTE: 12.08 MOVED TO 12:26 – *see below* -

12.26 Where work of a temporary nature necessitates the transfer of an employee from one position to another, the transfer shall be authorized by a completed temporary transfer form of which copies shall be sent to the Union.

An employee temporarily transferred to a job in a line of sequence pursuant to 12:26 shall not become established in such job, and their job seniority from which transferred shall not be affected by a temporary transfer.

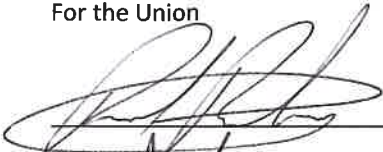
Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.

- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 24th day of April, 2019 in Sault Ste Marie.

For the Union



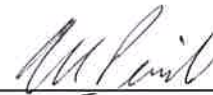


Ron Olan

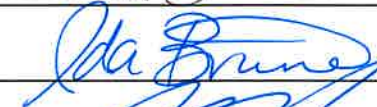
Patrick Buzze



For the Corporation









CUPE Local 3-02
("the Union")
And
The Corporation of the City of Sault Ste. Marie
("the Corporation")

Agree to Articles to read as follows:

ARTICLE 11 – SENIORITY

11.10 Where new positions are created or current positions reclassified by the City will ~~advise the Union in advance of the nature of the positions and the proposed wage or salary rate.~~ **the Union shall have an opportunity to negotiate the new wage with the City. However, where the parties cannot agree, the Employer reserves the right to implement such a rate and position pending the outcome of a grievance or defer such issue to the next round of bargaining**

When a position not covered in Schedule A and /or Schedule B is established during the term of the Agreement, such dispute shall be submitted to grievance at Step 2 and arbitration.

ARTICLE 15 – VACATION WITH PAY

15:09 The vacation year shall be from January 1st to December 31st. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next, except by special written permission from Commissioner of **Public Works and Transportation- and Director of Human Resources.**

LETTER OF UNDERSTANDING

SHB
Z
GB
MP
LOU #8 - Absenteeism – Renew

MTA
RO
P.B.

LOU #13 - Paid Approved Union Leave – Renew with the follows amendments;

Paragraph 9 - In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of ~~one and one half (1 1/2)~~ **two (2) hours** at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

LOU #9 – Welfare Plan – Renew

LOU #14 - Absenteeism – Renew

STUDENT EMPLOYEES

ZS.

✓ BCL

R.O.

P.B.

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

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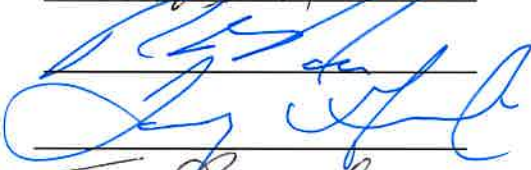
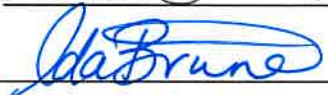
Signed this 13th day of May, 2019 in Sault Ste Marie.

For the Union



Patrick Burze / Patrick Burze
Kim Olave


For the Corporation



Sue Beach


CUPE Local 3-02
(“the Union”)
And
The Corporation of the City of Sault Ste. Marie
(“the Corporation”)

Agree to Articles to read as follows:

ARTICLE 11 – SENIORITY

~~11.05~~ **“Part-time Employees”** who are employed for less than an average twenty-four (24) hours per week in any four (4) week period ~~are deemed to be part-time employees.~~ ****move to 11.06 (h) ****

11.06 In this Agreement:

Definitions:

- (a) Permanent Posted Position shall mean any position which requires application to the vacancy and no sign off is permitted.**
- (b) Operations Posted Positions shall mean a position that allows a return to the line of sequence by seniority upon completion of the work assignment. These positions are posted for the compiling of a spare list of employees in seniority order.**
- (c) Line of Sequence Positions are those that position listed where at any given time an employee could be working in positions with different rates of pay (JC 6 to JC 7) in a work day.**
- ~~(a)~~ **(d) "Probationary Employee" means an employee who has not completed the probationary period.**
- ~~(b)~~ **(e) "Seasonal Employee" means an employee who has completed the probationary period but who has not been employed for twelve (12) consecutive months.**
- ~~(c)~~ **(f) "Permanent Employee" means an employee who has completed twelve (12) consecutive months of employment.**
- ~~(d)~~ **(g) **make below one paragraph****
"Student" means an employee who is in full time attendance of a recognized post-secondary educational institution and

~~(i)~~ ~~H~~has completed their first year of post-secondary education

~~(ii)~~ Be returning on a full-time basis for the following school term.

Proof of attendance and/or proof of returning shall be provided to the City upon request. Students are employed only:

~~(a)~~ ~~F~~for the typical summer vacation period (ending the Friday following Labour Day).

11:08 In filling permanent vacancies, temporary, seasonal, spare or new positions, appointments shall be made on the following basis:

- (a) In the case of automatic progression as provided in Article 12:13 or
- (b) In the case of posted openings consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, **overall** seniority shall be considered the determining factor **in the event a spare job seniority list does not apply.**

The promoted employee will be placed on a trial period in accordance with 12:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period.. In the event the promoted employee proves unsatisfactory in the position or requests to revert to his/her former position during the trial period, s/he shall be returned to his/her former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to other than a permanent posted position must do so on a form provided by the Department. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Department at a future date.

For clarity an employee cannot sign off a permanent posted position. Such sign off will be deemed a resignation of employment.

LETTER OF UNDERSTANDING

LOU #5 – Lead Hand – Renew with change title from “Lead Hand” to “Position RE”
Working Lead Hand”

LOU #10 – 8% Temporary Supervisor

Renewal MB.P.B. MH MP
SHB R.O. RR

Appendix A – (see placement to document) – Replace the Pg 40 & 41 of January 2015-January 2019 Collective Agreement.

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

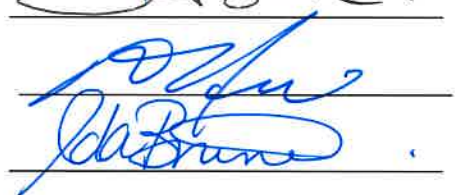
- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 14th day of May, 2019 in Sault Ste Marie.

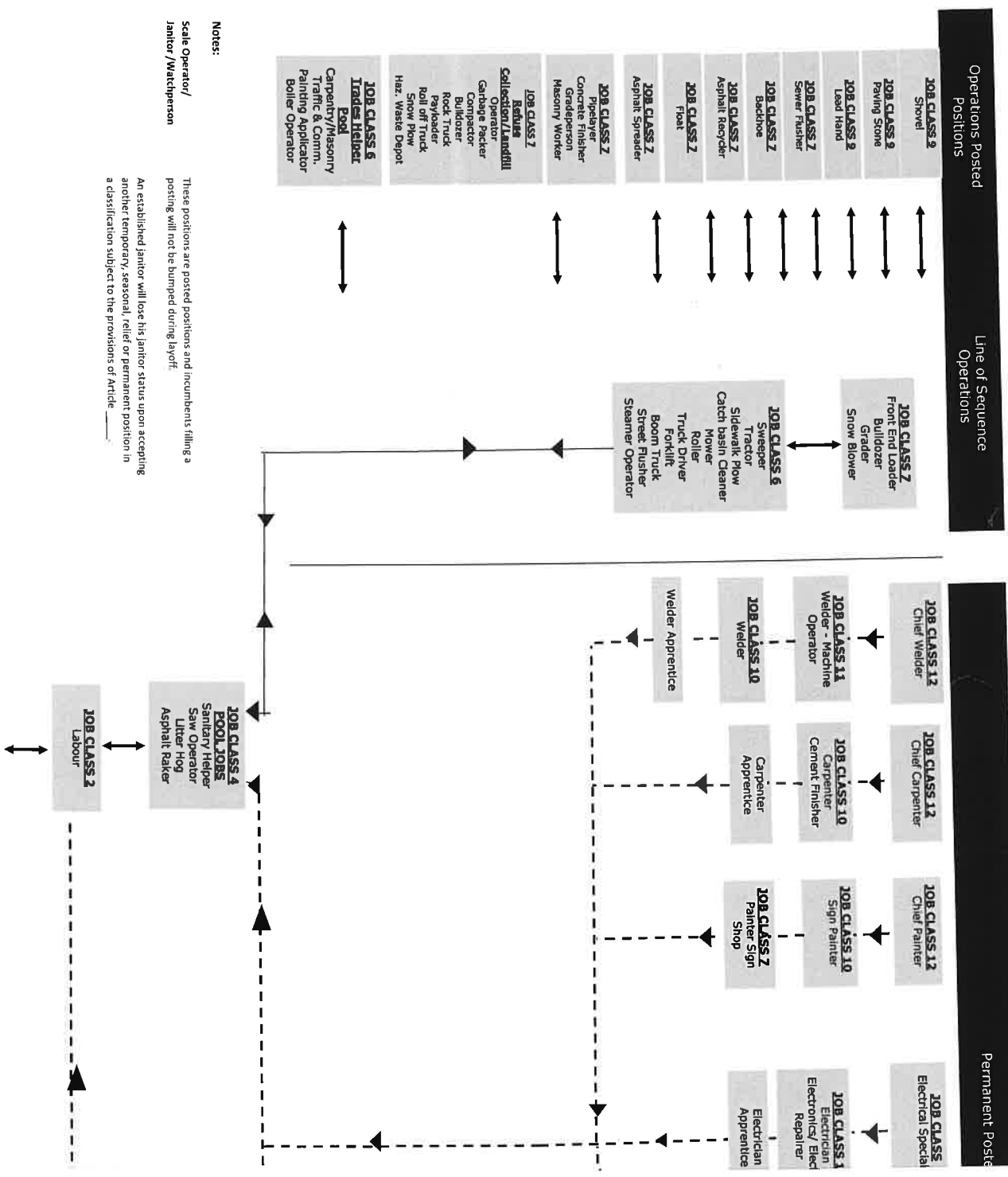
For the Union


Paul Beauchamp
Patrick Buzzei
Ren Olan


For the Corporation


Layfield
Saul Seuk


Public Works Division Line of Sequence and Posted Position Chart



Notes:

- Scale Operator/Janitor/Watchperson: These positions are posted positions and incumbents filling a posting will not be bumped during layoff.
- An established janitor will lose his janitor status upon accepting another temporary, seasonal, relief or permanent position in a classification subject to the provisions of Article ____.

CUPE Local 3-02
("the Union")
And
The Corporation of the City of Sault Ste. Marie
("the Corporation")

Agree to Articles to read as follows:

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.08 The City shall pay a meal allowance of **fourteen dollars (\$14.00)**~~twelve dollars seventy-five cents (\$12.75) (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) (increase to \$13.00 effective February 1, 2016; increase to \$13.25 effective February 1, 2017 and increase to \$13.50 effective February 1, 2018)~~ for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of **fourteen dollars (\$14.00)**~~twelve dollars seventy-five cents (\$12.75) (effective the 1st of the month following ratification of the Memorandum of Settlement by the parties) (increase to \$13.00 effective February 1, 2016; increase to \$13.25 effective February 1, 2017 and increase to \$13.50 effective February 1, 2018).~~

ARTICLE 16 – PAID HOLIDAYS

16:01 The following holidays shall be recognized as time off with pay for all employees:

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

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the ~~City~~ **CAO** shall be considered as the paid

holiday for the purposes of this agreement, **as well as any additional national or provincial statutory holidays.**

Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) they are required to work on a paid holiday and do not work or leaves before the end of their shift without permission from their supervisor or;
- (2) they do not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission or;
- (3) subject to the Employment Standards Act, they are on lay-off on a paid holiday or;
- (4) subject to the Employment Standards Act, they are on leave of absence without pay on a paid holiday.

16:02 ~~Employees working a seven day work schedule who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the rescheduled day.~~

Employees who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the City designated day.

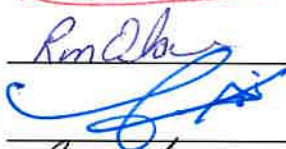
ARTICLE 18 – SICK LEAVE

18.07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as ~~attested~~ **supported** by the **approved** Certificate of a medical practitioner if required by the Department Head.

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 28th day of June 28, 2019 in Sault Ste Marie.

For the Union


For the Corporation







CUPE Local 3-02
(“the Union”)
And
The Corporation of the City of Sault Ste. Marie
(“the Corporation”)

Agree to Articles to read as follows:

ARTICLE 13 – LEAVE OF ABSENCE

13:04 ~~Funeral Leave:~~ When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the Funeral or **Celebration of Life**.

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

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

When death occurs to an employee's brother-in-law, sister-in-law, Aunt or Uncle the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid 8 hours straight time at their regular rate for one (1) scheduled working day. ~~Pay will not be granted if the employee fails to attend the funeral. Non-attendance at funeral regardless of distance disqualifies this leave of absence with pay~~

13:0X Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

ARTICLE 19 – PENSION

19:01 ~~Pensions: The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System which plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.~~

The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

Participation in this plan by all employees hired as permanent employees shall be a condition of employment.

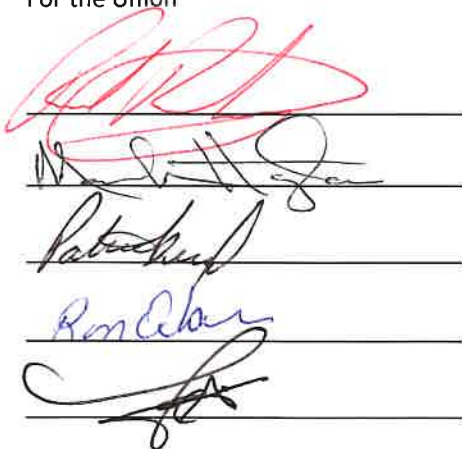
The City agrees that it will not alter or amend the Pension Plan in effect at the signing of this agreement without the consent of the Union.

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

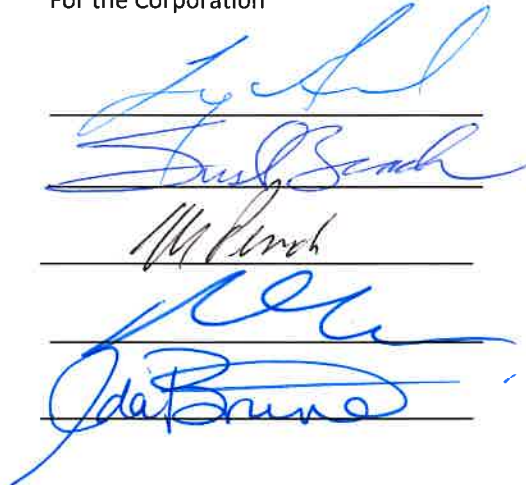
- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

Signed this 18th day of July, 2019 in Sault Ste Marie.

For the Union



For the Corporation



CUPE Local 3-02
("the Union")
And
The Corporation of the City of Sault Ste. Marie
("the Corporation")

Agree to Articles to read as follows:

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14:03 Shift Work

- (a) A shift premium of one dollar **twenty-** five cents (~~(\$1.05)~~ **(\$1.25)**) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 3:30 p.m. and 11 :30 p.m. **Effective January 2022 the premium will increase to one dollar and thirty cents (\$1.30)**
- (b) A shift premium of one dollar **twenty-** five cents (~~(\$1.05)~~ **(\$1.25)**) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 11 :30 p.m. and 7:30 a.m. of the following day. **Effective January 2022 the premium will increase to one dollar and thirty cents (\$1.30)**
- (c) For other than eight (8) hour shifts, shift premiums will be paid according to the most hours worked on the scheduled shift.
- (d) A premium of one dollar **twenty-** five cents (~~(\$1.05)~~ **(\$1.25)**) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked on a Sunday. **Effective January 2022 the premium will increase to one dollar and thirty cents (\$1.30)**

ARTICLE 17 – WELFARE BENEFITS

17:01 Group Welfare Plan for Permanent and Seasonal employees:

Life Insurance – One and one half times (1 ½ x) basic annual salary
Double Indemnity for Accidental Death and Dismemberment

- Green Shield Extended Health Care
 - Vision Care - ~~\$375.00~~ (effective first of the month following ratification of the Memorandum of Settlement by the parties) (effective February 1, 2017 increase to \$400.00 **\$425.00 every twenty-four (24) months. (effective January 1st, 2020) and \$450.00 (effective January 1st, 2022)**) Vision Care to include laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 (effective February 1, 2013 increase to \$11.00) per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
 - Hearing Aides ~~\$300.00~~ **\$400.00**
 - Ward hospital coverage

Paramedic Benefit:

Maximum of ~~\$1,000~~ **\$1,100** (effective January 1st, 2021) following ratification of the Memorandum of Settlement by the parties) per calendar year for any combination of the following services:

Physiotherapist, Chiroprapist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$1000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist)

Out of Province Travel Plan:

Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City.

It is agreed that the full E.I. rebate on premiums shall be retained by the City.

** Post Age 65 benefits will be delineated in CA*

~~Active Employees over Age 65~~

~~Provide the following benefits to employees who continue to be actively employed beyond age 65:~~

- ~~Limited Extended Health Care to retirements or age 70 max. no dependent coverage with the exception of spouse.~~

- ~~1. Drug plan capped at \$1,100 per annum (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) and increase to \$1,200 per annum effective February 1, 2014. Remains 90% 10% co-insurance; \$10 dispensing fee cap (effective 1st of the month following ratification of the Memorandum of Settlement by the parties); no OTC. Dependent Spouse under age 65 not subject to the per annum cap.~~
- ~~2. Paramedical capped \$750 per annum (effective 1st of the month following ratification of the Memorandum of Settlement by the parties).~~
- ~~3. Vision Care \$250/24 months (effective 1st of the month following ratification of the Memorandum of Settlement by the parties). No eye examination coverage.~~
- ~~4. No coverage on medical items.~~
- ~~• Life: Reduce to \$10,000 fixed to the retirement or age 70 max.~~

~~Benefits implemented effective the first of the month following the date the employee attains age 65.~~

The City shall pay one hundred (100%) percent of the premiums for the employees participating in the above plans.

17:04 (a) An employee who is absent from work without pay for a period of 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits set out in Articles 17:01, 17:02 and 17:03.

(b) Coverage for new employees shall be effective as follows:

- (i) Extended Health Care - the first day of the month following completion of 3 months service.
- (ii) Group Life - the day **of the month** following completion of 3 months service.
- (iii) Dental - the first day of the month following completion of 3 months service.

20:00 TOOLS, EQUIPMENT AND WORK CLOTHING

20:01 The City will provide all tools with the exception of "Mechanics" small tools. Mechanics will be provided with an annual tool allowance of two hundred fifty dollars (\$250.00) (effective 1st of month following ratification for the

employees will be provided with an annual safety footwear allowance of ~~one hundred eighty dollars (\$180.00)~~ two-hundred dollars (\$200.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties) for the purchase of one (1) pair of C.S.A. approved safety boots, to be paid the first pay in June.

Boiler Operator - Handyperson, Sign Painter and Serviceperson will have broken tools replaced as necessary. The City will supply rubber coats, pants, boots and rubber gloves for those engaged in work where such clothing is necessary. The City shall provide two (2) changes of coveralls each week to the following employees: mechanics, welders and servicepersons.

HHW shall be provided a shop coat once a year

Article 23:00 WAGES (to be applied to the below table)

2019 2.0%
2020 1.9%
2021 1.7%
2022 1.7%

Note: Reduce complement of trades by one (1) mechanic and use wages saved to apply to balance of all trades. Move trades from JC 10 to JC 12.

SCHEDULE "A"
WAGE SCHEDULE - PUBLIC WORKS

To appear in MOS only.

<u>Job Class</u>	<u>Feb. 1, 2018</u>
1	21.95
2	23.89
3	24.40
4	24.91
5	25.28
6	26.03
7	27.80
8	28.36

9	29.37
10	29.99
11	30.59
12	31.34
13	32.87
14	34.49
15	36.50

Students

	<u>Feb. 1</u> <u>2019</u>	<u>Feb. 1,</u> <u>2020</u>	<u>Feb. 1,</u> <u>2021</u>	<u>Feb. 1,</u> <u>2022</u>
1 st year	\$14.00	\$14.25	\$14.45	\$14.65
2 nd year	\$14.20	\$14.50	\$14.60	\$14.90
3 rd year	\$14.55	\$14.70	\$14.80	\$15.10

Student Wages are not subject to the general wage increase.

JC Adjustments

Backhoe JC 7 to JC 8

Electrician JC 11 to 12

Carpenter JC 10 to 12

Mechanic “ ”

Welder “ ”

Chief Welder JC 12 to JC 13

Machine Operator/Welder will be Welder at JC 12

NEW: Discuss Apprentices Rates and Programs

It is understood that the below shall be modified to coincide with any changes to the Apprenticeship Program that the governing body controls. Currently it is the Ministry of Ontario College of Trades and Apprenticeship Act, 2009

**General Carpenter and Welder – 7200 hrs – 1800 per each of 4 levels:
 Level 1 – labour rate**

Level 2 – 110%
Level 3 – 115%
Level 4 – 120%

Electrician: Construction & Mtce – 9000 hrs – 1800 per each of 5 levels:

Level 1 – labour rate
Level 2 – 105%
Level 3 – 110%
Level 4 – 115%
Level 5 – 120%

Refrigeration & A/C Mechanic (HVAC) – 9000 hrs – 1800 per each of 5 levels:

Level 1 – labour rate
Level 2 – 105%
Level 3 – 110%
Level 4 – 115%
Level 5 – 120%

Apprentice Mechanic Program

City commits to negotiating Mechanic portion of this program as there are two required certifications.

ARTICLE 24 TERM OF AGREEMENT

Four (4) year term

"SCHEDULE "B"
JOB CLASSIFICATION

CATEGORY & JOB

JOB CLASS

Labour:

Probation Labour-	1
Labour	2
* Janitor/Watchperson	3
Delete Sanitary Helper Position – Replace with Flusher Truck Labour.	4
Saw Operator	
Litter Hog	
Asphalt Raker	

Hazardous Waste Depot - Landfill

7

Skilled Labourer:

7

Pipelayer

Cement Finisher

Masonry Worker

Graderperson

Trades Helper – Wastewater

7

Lead Hand

9

Operators:

* Scale Operator

3

Sweeper

6

Tractor

Catch Basin Cleaner

Mower

Roller

Truck Driver

Forklift, Boom Truck

Steamer Operator

Asphalt Zipper

Street Flusher

Painting Applicator

Sidewalk Plow

Asphalt Recycler

7

Asphalt Spreader

Front End Loader

Bulldozer

Grader

Float

Snowblower

7

(continued)

Hydraulic Back Hoe

Sewer Flusher

Landfill Truck Driver

Landfill Packer

Loader and Compactor

Shovel

9

Lead Hand Operations

9

* - Posted positions and incumbents filling such posting will not be bumped during layoff.

Trades:

Trades Helper Pool	6
Storekeeper	
Serviceperson	7
Sign Technician	
Trades Helper – Waste Water	7
Waste Water Operator	9
Welder	10
Mechanic(ASTCT)	
Carpenter	
Lead Sign Technician	
Boiler Operator/Handyperson	
Welder – Machine Operator	11
Electrician	
Electronics – Electrical Repairperson	
Chief Welder	12
Chief Electronics – Electrical Repairperson	
Chief Sign Technician	
Chief Carpenter	
Chief Maintenance Services	
Electrical Specialist (special rate)	14
Building Maintenance Specialist (special rate)	15

LETTER OF UNDERSTANDING

Letter #8

LETTER OF CLARIFICATION

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: VACATION SCHEDULING

The Department will amend its vacation selection for the year 2000 to operate as follows:

- First Pick to be **two (2) weeks which can be two (2) consecutive**~~three (3) weeks which can be three (3) consecutive weeks~~ or two (2) single weeks,; by seniority. MP Note: this will leave more vacation time for junior employees with families and will help keep more seasoned employees in the work force over the summer months.
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be submitted by February 1st of current year of vacation selection. The Department will confirm vacation selections by March 1st.

Clarification Notes (to be removed in renewed Collective Bargaining Agreement)

- The parties agree that numbering of articles is subject to final review.
- Bolding and strikeouts are shown only for the purposes of highlighting changes on this "Agreed To" document and will be removed in the renewed Collective Bargaining Agreement.

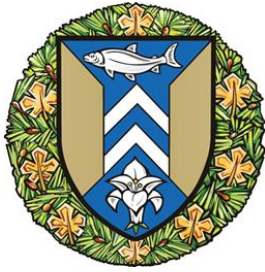
4th M.H. Sept. R.C. MP H SHB PB
Signed this 14th day of May, 2019 in Sault Ste Marie.

For the Union

[Handwritten signatures for the Union]
Roy Olam
[Signature]
[Signature]

For the Corporation

[Handwritten signatures for the Corporation]
Sust Beach
[Signature]
Ida Bruno.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson – Project Manager - FutureSSM

DEPARTMENT: Community Development and Enterprise Services

RE: Report on Sault Ste. Marie Community Culture Plan 2019-2024

PURPOSE

The purpose of this report is to seek Council approval to adopt the *Sault Ste. Marie Community Culture Plan 2019-2024* in principal and for Council to direct staff to work to achieve the goals and actions outlined in the report.

BACKGROUND

In March 2016, an initiative was approved by Sault Ste. Marie City Council to pursue Provincial funding to assist with the formation of a Community Adjustment Committee (CAC) that would study and make recommendations on how to build a more resilient community. The CAC had membership from a wide variety of sectors including business, economic development organizations, education, employment service providers, health services, the municipality, social services and unions.

CAC members utilized information from past community planning initiatives, undertook research examining best practices from other jurisdictions, and engaged almost 5,000 community members through a variety of direct workshops, online surveys and sub-committee meetings. They decided early in its mandate to utilize a four-pillar approach to community development. These four pillars are:

1. Cultural Vitality
2. Economic Growth & Diversity
3. Environmental Sustainability
4. Social Equity

In August 2017, the Community Adjustment Committee submitted its Recommendation Summary Report, "A Common Cause and New Direction for Sault Ste. Marie," to City

Council, which then allocated funds to support implementation, under the banner of FutureSSM.

One of the key recommendations of the Report, supporting the Cultural Vitality pillar, was the development of a Cultural Plan. In December 2018, the City engaged Lord Cultural Resources to develop the plan. The goal of the plan is to provide Sault Ste. Marie with a clear direction to plan, resource, and leverage arts, culture, and heritage, integrating them into all facets of municipal planning and operations to support the Sault's social and economic imperatives over a 5-year planning horizon.

ANALYSIS

A considerable body of research shows that arts, culture and heritage create significant economic and social impact within society, and can effect great change on an individual level. Arts, culture and heritage products represent \$25.0 billion or 3.3% of Ontario's gross domestic product. The province's culture GDP is larger than that of accommodation and food services, utilities industries, mining, forestry and a number of other natural resource-related industries.¹

Culture-based businesses and organizations:

1. Provide direct economic benefits
2. Create job growth in the cultural sector, expanding the sector as a whole
3. Promote and enhance cultural development
4. Help foster creative cities and communities
5. Improve the ability of urban centres to attract skilled workers
6. Help a community distinguish itself based on strong identities, cultures, arts and crafts, etc.
7. Help a community gain a competitive advantage as a "destination city" for cultural tourism
8. Spawn spin-off businesses, fortifying and diversifying the original initiatives' strengths
9. Can lead to subsequent economic regeneration through urban revitalization²

The effects of art and culture are broad, and range far beyond economics. Twenty-six different sectors have been identified where arts, culture and heritage affect and create social impact including; housing, community cohesion, diversity, access, equity and inclusion, education and youth development, environment and sustainability, health and wellness, public welfare, transportation, and agriculture.⁴

Cultural organizations and providers require public and private assistance to grow and thrive, and to facilitate a strong, interconnected, and legitimate arts and culture industry. Investing in culture is an economic imperative. Governments in Canada at all levels invest \$10.1 billion in culture annually. This investment results in \$45.9 billion in economic activity

and creates 609,000 jobs.³ By investing in arts, culture and heritage, Sault Ste. Marie is investing in the community's future social and economic wellbeing and sustainability.

¹ Ontario Arts Council. (2019). Economic Contribution of arts and Culture in Ontario. <http://www.arts.on.ca/research-impact/research-publications/economic-contribution-of-arts-and-culture-in-ontario?lang=en-ca>

² Creative City Network of Canada. (2005). Culture as an Economic Engine. http://www.creativecity.ca/database/files/library/culture_economic_engine.pdf

³ City of Hamilton. (2013). Strategic Municipal Investment in the Arts. http://www2.hamilton.ca/NR/rdonlyres?EBEEA692-C94A-4AE5-BDEF-BC095E96C69C/0/Jun0581_AAC12002_a.pdf

⁴ Americans for the Arts. (2018). Arts + Social Impact Explorer. <http://www.americansforthearts.org/socialimpact>

FINANCIAL IMPLICATIONS

There are no immediate financial implications – staff will return with different initiatives and requests to implement the Sault Ste. Marie Community Cultural Plan 2019-2024 and these will be presented within future budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life. Fulfills the recommendations for Cultural Vitality (CV-2) – Update the City Cultural Policy and Develop a Cultural Plan - of the “A Common Cause and New Direction for Sault Ste. Marie” (CAC) Report. The opportunity presented by the Sault Ste. Marie Community Culture Plan 2019-2024, also fits with strategic objectives to increase tourism visits to Sault Ste. Marie and to create a great city where people want to live, visit and do business.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Travis Anderson, Project Manager, FutureSSM - Community Development and Enterprise Services dated 2019 09 23 be received, and,

Further that Council approve the adoption of the *Sault Ste. Marie Community Culture Plan 2019-2024* in principle, and,

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.

Respectfully submitted,

Travis Anderson
Project Manager – FutureSSM
Community Development & Enterprise Service
705 989-7915
t.anderson@cityssm.on.ca



**SAULT
STE.MARIE**

COMMUNITY CULTURE PLAN 2019-2024

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INTRODUCTION



Young Saultite plays a public piano in the downtown
Photo credit: Sault Ste. Marie Downtown Association

1. INTRODUCTION

WHY A COMMUNITY CULTURE PLAN FOR SAULT STE. MARIE

“When we talk about the value of arts and culture, we should always start with the intrinsic- how arts and culture illuminate our inner lives and enrich our emotional world. This is what we cherish.”¹ However, a considerable body of research shows that the arts create significant economic and social impact within society, and can affect great change on an individual level. Arts and culture products represent \$25.0 billion or 3.3% of Ontario’s gross domestic product. The province’s culture GDP is larger than that of accommodation and food services, utilities industries, mining, forestry and a number of other natural resource-related industries.² Culture-based businesses and organizations:

1. Provide direct economic benefits
2. Create job growth in the cultural sector, expanding the sector as a whole
3. Promote and enhance cultural development
4. Help foster creative cities and communities
5. Improve the ability of urban centres to attract skilled workers
6. Help a community distinguish itself based on strong identities, cultures, arts and crafts, etc.
7. Help a community gain a competitive advantage as a “destination city” for cultural tourism
8. Spawn spin-off businesses, fortifying and diversifying the original initiatives’ strengths
9. Can lead to subsequent economic regeneration through urban revitalization ³

¹ Mowlah, Andrew et al. (2014). *The value of arts and culture to people and society: An evidence review*. Manchester, UK: Arts Council England.

² Ontario Arts Council. (2019). *Economic Contribution of Arts and Culture in Ontario*. [http://www.arts.on.ca/research-impact/research-](http://www.arts.on.ca/research-impact/research-publications/economic-contribution-of-arts-and-culture-in-ontar?lang=en-ca)

[publications/economic-contribution-of-arts-and-culture-in-ontar?lang=en-ca](http://www.arts.on.ca/research-impact/research-publications/economic-contribution-of-arts-and-culture-in-ontar?lang=en-ca)

³ Creative City Network of Canada. (2005). *Culture as an Economic Engine*. https://www.creativecity.ca/database/files/library/culture_economic_engine.pdf

Cultural organizations and providers require public and private assistance to grow and thrive, and to facilitate a strong, interconnected, and legitimate arts and culture industry.

Investing in culture is an economic imperative. Governments in Canada at all levels invest \$10.1 billion in culture annually. This investment results in \$45.9 billion in economic activity and creates 609,000 jobs.⁴

The effects of art and culture are broad, and range far beyond economics. Twenty-six different sectors have been identified

where the arts affect and create social impact including; housing, community cohesion, diversity, access, equity and inclusion, education and youth development, environment and sustainability, health and wellness, public welfare, transportation, and agriculture.⁵

By investing in culture, Sault Ste. Marie is investing in the community's future social and economic wellbeing and sustainability.

⁴ City of Hamilton. (2013). *Strategic Municipal Investment in the Arts*. http://www2.hamilton.ca/NR/rdonlyres/EBEEA692-C94A-4AE5-BDEF-BC095E96C69C/0/Jun0581__AAC12002_a_.pdf

⁵ Americans for the Arts. (2018). *Arts + Social Impact Explorer*. <https://www.americansforthearts.org/socialimpact>

BACKGROUND

Sault Ste. Marie is one of Canada's oldest settlements and has been a gathering place and home for Indigenous peoples for millennia. Situated along the St. Marys River—the waterway connector of two Great Lakes—the city and surrounding district are very much defined by their natural beauty, including a four-season recreational playground for hiking, fishing, skiing and much more. Today, nearly 74,000 people of diverse cultures and heritage make Sault Ste. Marie their home.

As Sault Ste. Marie's natural environment has defined the city, so too has its industry. For generations, throughout the 20th century, the city prospered thanks to a robust manufacturing sector. Algoma Steel, in particular, was a major contributor to the economy, employing nearly 15 % of the local workforce at its peak.

In the wake of another restructuring and possible closure of the steel plant, the City was compelled to rethink its future. In 2016, an initiative that came to be known as FutureSSM was spearheaded by a Community Adjustment Committee (CAC) to study the current landscape in Sault Ste. Marie. It not only examined the impact of factory closings and the dependence on a single industry, but also looked at aging demographics, net migrations, and failing health and wellbeing statistics. At the same time, the CAC was also tasked to make

recommendations on how to build a vibrant, sustainable, prosperous, and resilient community.

In August 2017, FutureSSM submitted its Recommendation Summary Report, **"A Common Cause and New Direction for Sault Ste. Marie,"** to City Council, which then allocated funds to support implementation.

The goals and recommendations developed in the report were organized around four key pillars of community development:

1. Cultural Vitality
2. Economic Growth and Diversity
3. Environmental Sustainability
4. Social Equity

One of the key recommendations of the FutureSSM report was the development of a Cultural Plan and in December 2018, the City engaged Lord Cultural Resources to develop a Community Culture Plan. The goal of this plan is to provide the City with a clear direction to plan, resource, and leverage arts, culture, and heritage, integrating them into all facets of municipal planning and operations to support the Sault's social and economic imperatives over a 5-year planning horizon.

PLANNING TEAM AND PROCESS

This Community Culture Plan is being led by a subcommittee assigned by the City of Sault Ste. Marie that includes Virginia Mcleod, Manager of Parks and Recreation, City of Sault Ste. Marie; Travis Anderson, FutureSSM Project Manager, City of Sault Ste. Marie; and Todd Fleet, Future SSM, Arts and Culture Coordinator, City of Sault Ste. Marie. The subcommittee is supported by a Steering Committee comprising leaders in Sault Ste. Marie's arts, culture, creative and entrepreneurial communities:

- Sean Meades, Director, Nordik Institute
- Russell Raven, Arts Council of Algoma
- Kathy Fisher, Director, Ermatinger-Clergue National Historic site
- Melissa Agawa, Algoma University
- Maria Parrella-Ilaria, Owner/Operator, The ArtSpeaks Project
- Carrie Suriano, Owner/Operator, Case's Music

This Community Culture Plan was developed through a three-phase approach:

Phase 1, State of Culture—the research and analysis phase during which we examined the current situation for arts, culture, and heritage in Sault Ste. Marie and comparable municipalities. The information was gathered via workshops, key informant interviews and deskside research.

Phase 2, Community Consultation—a series of stakeholder workshops and interviews with community members through “pop-up” consultations at various locations throughout Sault Ste. Marie. An online survey was also distributed to the community.

Phase 3, Draft and Final Culture Plan—this phase distills all analysis and findings into a series of strategic goals and actions to implement a roadmap for the municipality.

PLANNING CONTEXT

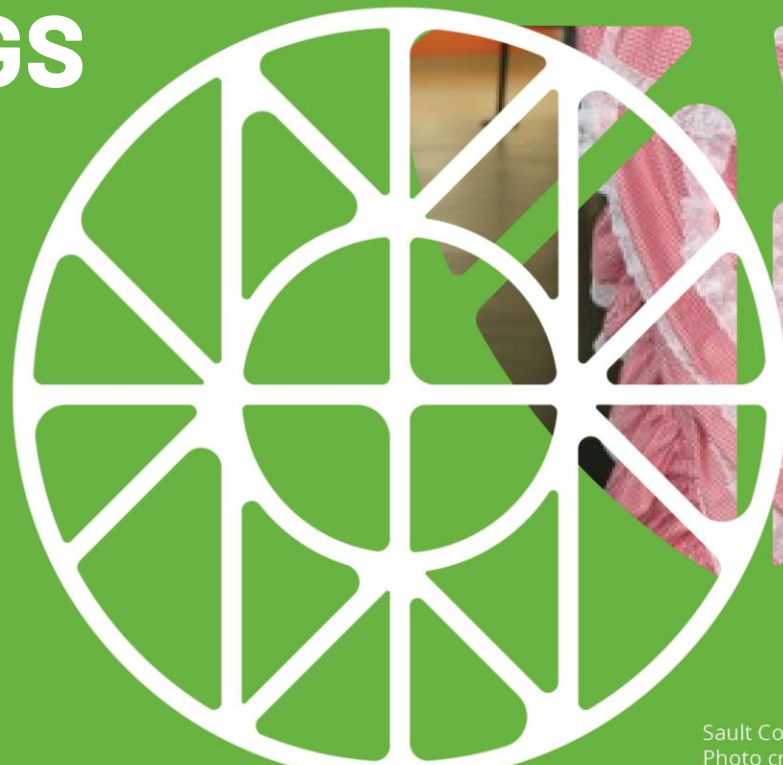
This Community Culture Plan has been commissioned by the City of Sault Ste. Marie for the purpose of guiding the Municipality to support, facilitate and leverage arts, culture and heritage for the community. The goals and actions of this plan will be implemented by the Municipality, fully integrated across departments, divisions, agencies and committees including Recreation and Culture, Planning and Enterprise Services, Public Works, Economic Development and others.

City-led and consultant-developed, this plan is informed by the examination of comparable municipalities and consultations with City staff and elected officials, key stakeholders, the arts, culture and heritage community and the public.

This plan was also developed within the context of other current, recently completed, and ongoing initiatives, policies and plans by the City of Sault Ste. Marie. These include a Corporate Strategic Plan, Cultural Policy 2016, the Downtown Community Improvement Plan, FutureSSM plans, strategies and initiatives and Shape the Sault, the City's new Official Plan review and planning process.



STATE OF CULTURE IN SAULT STE. MARIE – KEY FINDINGS



Sault College celebrates diversity
Photo credit: Sault College

2. STATE OF CULTURE IN SAULT STE. MARIE – KEY FINDINGS

Our State of Culture Report included a number of key findings that inform this plan. These findings were drawn from our background research, visioning workshops with the steering committee and a number of internal in-person and telephone interviews with City staff and elected officials. The findings are expressed as strengths, weaknesses and opportunities for arts, culture and heritage in Sault Ste. Marie.



Belly dancers perform at Downtown Block Party
Photo credit: City of Sault Ste. Marie (Randie Gregoire)

STRENGTHS

A Vibrant Arts, Culture and Heritage Community

There is a wealth of creative and artistic talent in Sault Ste. Marie at both the professional and amateur level. From visual arts to music to theatre arts, the city boasts an active and robust arts, culture and heritage community. While the legacy of the Group of Seven still looms large in Sault Ste. Marie and the Algoma District, many in the city's arts, culture and heritage community would like to move beyond these legendary figures.

Cultural tourism in the city relies heavily on the Group of Seven, with tours that retrace the artists' steps throughout the beautiful and rugged landscape. Works by the Group of Seven are in the permanent collection at the Art Gallery of Algoma and much of the gallery's promotion and programming centres around their works. However important the Group of Seven is to the reputation and to the economy of the city and district, they do tend to overshadow the broader arts, culture

and heritage community. Nevertheless, the community continues to create and move forward.

Live music, theatrical performances, visual art, and other forms of cultural expression abound in the city, although they are not seen or noticed as much as they could be. Small, live music venues and clubs, artists projects and festivals provide most of the exposure, albeit limited, to the local arts scene.

Strong Volunteer Base

Sault Ste. Marie has a strong volunteer base across many sectors in the city including culture. Most of the cultural venues and organizations in Sault Ste. Marie rely on the support of volunteers at the Board and operations levels. The Arts Council of Algoma, for example, the City's and community's primary advocacy body for arts and culture is run entirely by volunteers. 180 Projects, an artists' centre, was founded and continues to operate on a volunteer basis. Relying too much on volunteerism can lead to "burnout" and is therefore not sustainable. Also, with an aging population in Sault Ste. Marie, the traditional volunteer base is diminishing. Fostering a new generation of volunteers is key to supporting cultural initiatives, organizations and institutions.

Relationship to Natural Heritage

The city distinguishes itself through its natural attributes. Located on the shore of the St. Marys River, connecting Lake

Huron and Lake Superior, the city is at the heart of the Canadian Shield. Rich, lush forests of the area provide a backdrop and inspiration for creative pursuits both formally and informally. This unique natural beauty has continued to attract artists, the Group of Seven notwithstanding, to the area. It also attracts many Sault Ste. Marie "expats" back to the city and their roots.



Batchewana Pow Wow, August 2019

Photo credit: Jennifer Matthewson

Indigenous Heritage

The Anishinaabe people were the earliest inhabitants of *Baawating*, the area now known as Sault Ste. Marie. As a traditional gathering place, the area became a favoured spot

for trade and regional meetings. The Indigenous communities are foundational to the history and culture of the Sault and continue to play a vital role today. Indigenous communities are all around the Sault, with Batchewana First Nation and Garden River First Nation abutting the City.

Sault Ste. Marie is traditional Métis territory. The representative body is the Historic Sault Ste. Marie Métis Council. The Missinabie Cree First Nation is also represented in the city with an economic development and small business office. Approximately 10% of the population is considered urban Indigenous.

The NORDIK Institute, Algoma University and the Ashininabek Discovery Centre (ADC) are examples of organizations in Sault Ste. Marie that focus on Indigenous communities. The NORDIK Institute and Algoma University are not Indigenous organizations – only the Shingwauk Education Trust (the organization behind the Anishinabek Discovery Centre) is Indigenous-owned and operated. Other organizations that play a significant role in arts and culture include the Indigenous Friendship Centre, Great Lakes Culture Camps and Shingwauk Kinoomage Gamig—the educational institution that operates culture-based Anishinaabe Studies and Anishinaabemowin programs in partnership with Algoma University.

Regardless of governance, these organizations and institutions all serve as bridges to greater understanding and dialogue

between Indigenous communities and the broader population of Sault Ste. Marie. Greater recognition, acceptance, and knowledge will contribute to the cultural uniqueness and sustainability of Sault Ste. Marie.

Border City

Being a border city, Sault Ste. Marie has a distinct advantage over many other cities in Canada, attracting American tourists across the St. Mary's river with relative ease.

While recreational opportunities are well promoted in the city through Tourism Sault Ste. Marie, the Province, and others, cultural experiences don't receive the same degree of attention. The abundant creativity and talent in Sault Ste. Marie presents an opportunity to develop distinctly unique cultural tourism experiences beyond museums and heritage centres. Unique and authentic experiences can be particularly attractive to the neighbours to the south.

WEAKNESSES

Cultural Infrastructure at the Municipal Level

For the City of Sault Ste. Marie, the Recreation and Culture Division resides within the Department of Community Development and Enterprise Services. This Division is responsible for all community recreational and cultural needs. However, only one permanent staff member manages both

portfolios, making it challenging to provide the attention that both require. Despite the limitations of time and funding, however, City staff are deeply invested in promoting arts & culture.

Many community stakeholders expressed the need for the municipality to “take the arts more seriously.” This implies that the City must pay more attention to arts and culture and dedicate more resources to supporting the production and delivery of culture. As noted by one stakeholder, “someone at the City needs to be at the table.”

In almost all comparable cities, at least one staff person is dedicated to arts and culture. These staff members, particularly in smaller communities, are the face of culture for their cities. Having personnel dedicated to culture at the municipality sends a clear signal that arts and culture is critical to the well-being and sustainability of the community.

Funding

The City of Sault Ste. Marie provided a total of \$1,048,569 toward cultural funding in 2018 (plus an additional \$65,000 of in-kind services). Cultural expenditure included direct annual financial allocations to the Art Gallery of Algoma, the Canadian Bushplane Heritage Centre, the Sault Ste. Marie Museum and the Ermatinger Clergue National Historic Site for a total of \$977,769, as well as \$70,800 in arts and heritage grants.

Approximately 95% of the total municipal cultural allocation goes to support the ongoing operations of established cultural and heritage institutions, while only 5% goes to grants supporting other arts and cultural initiatives in the city.

Consistent (“apples-to-apples”) comparisons for per-capita spending on arts and culture are difficult to come by, with numerous studies making comparisons on differing criteria. However, looking at cities across Canada with comparable data, we can determine that Sault Ste. Marie falls well below the median per capita spend.

According to the 2017 MBN Canada Performance Measurement Report, Sault Ste. Marie was \$10/per capita lower in municipal cultural spending than the median of Calgary, Hamilton, Halifax, London, Montreal, Regina, Sudbury, Thunder Bay, Toronto and Windsor. Further, of the four municipalities examined for direct comparability, only Cornwall spent less per capita on culture than Sault Ste. Marie. Thunder Bay, Moncton and Peterborough spent more on grants and operations per capita.

Money is clearly an issue and there are likely avenues for increased support to augment any increased City of Sault Ste. Marie arts-and-culture spending. Sponsorship and private-sector opportunities do exist in the city but must be explored further.

Additionally, the balance of funding should be examined more closely. The ratios of funds allocated to the larger established cultural organizations versus grants varies from city to city. City size, age of infrastructure, local context and environmental issues all play a role in the varying ratios. However, none of the cities studied have the same imbalance that Sault Ste. Marie does with respect to cultural expenditure.



Community Mural by Jerry 'birdO' Rugg
Photo credit: City of Sault Ste. Marie (Randie Gregoire)

Public Art

Most cities including those we studied, dedicate some allowance to or otherwise support public art. Sault Ste. Marie does not have a standalone public art policy, but rather a

provision for public art within the City's Cultural Policy whereby up to 1% of construction or renovation costs of public facilities or infrastructure projects goes to public art. An independent document (apart from the Cultural Policy) would provide greater power to enforce such policies.

FutureSSM has established a Community Art Project that initiates public art throughout the city in the form of traffic wraps, murals, and public furniture. Consider making this program more closely linked to the Municipality to secure its place in the city.

Accountability

The Municipality currently supports the city's four major cultural and heritage organizations. More than 90% of the City's total cultural expenditure goes to these institutions.

Despite the City's support for these organizations, there does not appear to be any type of analysis that measures their social or economic impact. It is unclear how these organizations account for their funding and/or what the ultimate benefit is for the community. We aren't suggesting that these organizations do not deserve their funds, but merely recommending greater accountability to allow the City to better assess the allocations and continued funding.

Siloization

Arts, culture and heritage groups and individuals in Sault Ste. Marie have been conditioned to “do their own thing” – that is work in isolation or in “silos.” While it is acknowledged that much cultural creation is a singular activity, it is important to encourage, facilitate and, support more artists and arts organization to work more collaboratively. Greater collaboration can strengthen the health of the arts community through resource sharing, joint marketing and access to a potentially larger pool of private and public funding.

Communication

Lack of communication has been a common refrain among many arts and culture stakeholders. Individual artists and arts, cultural and heritage groups are simply not aware of what others are doing. The City could play an important role as a convener or communication hub to help facilitate greater connection within the arts community. Furthermore, many in the arts and cultural community felt the City could do more to promote the arts in the community, similar to how it sells itself in other areas such as recreation.



Sault Ste. Marie Italian Festival, June 2019
Photo credit: Megan Pounder - Sault Online



Honouring our Sisters event, June 2019
Photo Credit: Taylor Jolin

Downtown Revitalization

Downtown revitalization has been an important focus for the city. The Downtown Community Improvement Plan 2018-2021 outlines strategies and initiatives to reenergize the downtown. Downtown revitalization is also a major focus for the development of the City's new Official Plan. Over the last 10 years, there has been over \$95 million in private-sector investment, supporting continuous streetscape improvements along Gore and Queen Streets in addition to laneway improvements.

The planning team at the City and "Shape the Sault" (the program to develop the Official Plan) is intrigued with the notion as the downtown being the "third place"—somewhere other than work or home. The downtown has all the elements of a third place but needs the means to sustain its vibrancy.

Certainly, arts, culture and heritage could play a vital role in establishing a healthy, vibrant downtown. Public space animation, local business partnerships with the arts and cultural community, tax incentives and space provision to encourage artist live/work spaces are just some of the many ways the arts, culture and heritage community can contribute to a sustainable downtown.

Private Sector Development

There is opportunity to engage more with the private sector. While the City must continue to support arts, culture and heritage they cannot and should not do it on their own. Private-sector partners can support the arts and cultural community in many ways including direct funding, in-kind contributions, and time.

Further new fundraising models need to be developed. Fundraising for arts and culture in Sault Ste. Marie should not be considered philanthropy but rather investment in the community. New and innovative ways to engage with the private sector are critical to a vibrant arts, culture and heritage community.

Developing New or Repurposing Existing spaces for Arts and Culture

Newly built or renovated gallery, studio or maker spaces should also present an opportunity for Sault Ste. Marie. Dedicated arts hubs or artist-run centres have been constructed in numerous cities across Canada. These can be facilitated and operated in many ways including partnerships with existing public organizations or institutions, or collaborations with development partners. After-hours spaces in various neighbourhoods across the city should also be considered.

Collaboration and Greater Integration with the Indigenous Community

We have already established the importance of the Indigenous community. The City should explore deeper, more meaningful collaboration with these communities through cross-cultural exchanges and knowledge sharing.

Youth Focus

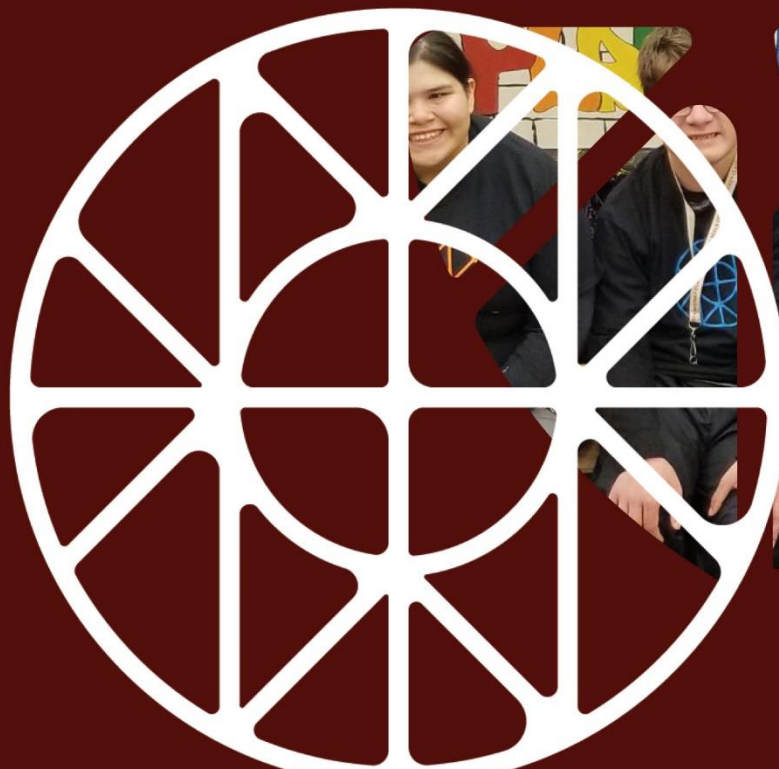
More needs to be done to help stem the tide of out-migration among young people in Sault Ste. Marie. There are many factors that lead to the outflow of younger generations, but the key is to interact with youth early and through channels such as arts, culture and heritage.

The Mayor's Youth Advisory Council, for example, is an important vehicle for such engagement. It provides a voice for the youth of Sault Ste. Marie and advises City Council on important issues that concern younger people. One of the main goals of this Community Culture Plan should be strategies for greater youth engagement.



Sault College celebrates diversity at annual event
Photo Credit: Sault College

ENGAGING STAKEHOLDERS AND THE COMMUNITY



3. ENGAGING STAKEHOLDERS AND THE COMMUNITY

The public consultation process was designed as an inclusive engagement strategy for Sault Ste. Marie residents and arts, culture and heritage community stakeholders. The intent of this engagement was to ensure a wide-ranging process providing access and opportunity to a broad-based constituency to voice their thoughts and opinions. Consultations were held at art galleries, immigration forums, at local businesses, and at events and activities across the city. We reached additional people through online surveys. The following illustrates the consultation process:



KEY FINDINGS FROM STAKEHOLDER AND COMMUNITY ENGAGEMENT

Municipal Support

It is clear from both stakeholders and the public that more support for arts and culture is needed from the City of Sault Ste. Marie. They define support in the following ways:

Funding—more operational funding is needed, in particular for smaller arts organizations. Additionally, more funding needs to be made available for arts and culture organizations for operations and projects that benefit the community economically and socially.

Value —the City must place a higher value on arts, culture and heritage not only as a means to improve quality of life but in recognition of arts and culture as an economic driver for the community. New and different metrics should be implemented to evaluate and measure impact—social and economic—of arts and culture in the Sault.

Leverage—Sault Ste. Marie has the ability to use its influence, via municipal planning tools and other means to leverage funding, create cultural spaces, and deliver programming from other public and private sources.

Communications and Awareness

There is a general lack of public awareness of the many arts, culture and heritage programs, events, and activities in the city. There needs to be new and better ways to communicate cultural offerings in the Sault.

Siloization

As stated in the *State of Culture* findings, the arts and cultural community tends to be siloed. Most arts groups and organizations as well as individual artists “do their own thing.” This comment suggests that some key organizations that serve as coordinators and/or presenters lack meaningful engagement with their target constituencies. Further, there is little communication between organizations and artists, and between artists.

There is also very little collaboration between individual artists and between arts groups and organizations. There is fear of audience fragmentation and funding cannibalization—they do not want to lose or diminish their “slice of the pie.” More physical and virtual spaces—formal and informal—would provide greater opportunities for collaboration.

Focus on Youth

There is an issue of out-migration of youth in Sault Ste. Marie. Arts, culture and heritage can play a big part of an overall

strategy to keep youth engaged and support retention in the community.

Indigenous Cultures

Indigenous cultures are a strength in Sault Ste. Marie. Indigenous communities are found on all sides of the Sault with Batchewana First Nation and Garden River First Nation being adjacent to the City. Algoma University and Shingwauk Kinoomage Gamig offer the only culture-based curriculum in the country to learn about Anishinaabe history, philosophy, and worldviews.

While Indigenous cultures are considered a strength, more can be done to improve the relationships between Indigenous and non-Indigenous peoples and between Indigenous peoples and the City, addressing the legacy and ongoing presence of racism and marginalization.

Volunteerism

While volunteerism has historically been a huge strength in Sault Ste. Marie, an aging population and net-migration has weakened the volunteer base. A strategy to develop new generations of volunteers is key to arts, culture and heritage sustainability in the community.

Diversity of Offerings

Live music is the one creative discipline that most Saultites recognize and participate in. Conversely, many residents cite a lack of diversity in cultural offerings as the reason they do not participate.



Local band plays at Rotary Fest, July 2019
Photo credit: Jennifer Mathewson

DEFINING CULTURE FOR SAULT STE. MARIE



Khushali Contractor, Sault College student, stands in front of the traffic box she designed
Photo credit: City of Sault Ste. Marie

4. DEFINING CULTURE FOR SAULT STE. MARIE

Per the City's Cultural Policy 2016, culture is defined as:

- The social production and transmission of identities, means, knowledge, beliefs, values, aspiration, memories, purposes, attitudes;
- The 'way of life' of a particular set of humans: customs, faiths and conventions; codes and manners, dress, cuisine, language, arts, science, technology, religion and rituals; norms and regulations of behaviours; traditions and institutions.

Moreover, culture is referred to as 'the arts' which include:

Performing Arts—Theatre, dance, opera, music, puppetry.

Visual Arts—Fine art and craft including painting, sculpture, printmaking, pottery, fibre and fabric art, woodworking.

Literary Arts—Prose, poetry, storytelling, novels.

Heritage Arts—heritage conservation, identification, protection and interpretation of:

- i) intangible heritage (dance, music, song, story, etc.)
- ii) immovable heritage (buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites)
- iii) movable property (personal property art, artifacts, documents, natural objects and specimens).

Media Arts—Photography, film, video, print, audio and/or graphics.



Local performer at Thomson Farms

Photo Credit: City of Sault Ste. Marie (Randie Gregoire)



While both the formal definition and the reference to the arts is valid, it is generic and not specific to Sault Ste. Marie. It covers a range of activities and pursuits by both formally constituted organizations such as museums and festivals, as well as individuals. While it is important to reference, we propose a broader definition that aligns more specifically to Sault Ste. Marie. Based on our research and consultations, we propose the following:

Culture in Sault Ste. Marie is the individual and collective creative and artistic expression in all its forms, as referenced in the municipal cultural policy, influenced and inspired by its diverse peoples, its industrial and social history, Indigenous heritage and natural beauty.



Batchewana Pow Wow 2018
Photo credit: Jennifer Mathewson

VISION



Local musician performs at a Mural Block Party, July 2019
Photo credit: Jennifer Mathewson

5. VISION

A vision statement describes a community's aspirations and a shared image of what they want their community to become with reference to arts, culture and heritage. The vision statement is intended to be forward-thinking and positive, communicating how the city would like to be seen from within the community as well as outside.

To build upon a thriving, liveable and resilient community by connecting people, sharing knowledge and creating experiences through the celebration, support and leveraging of arts, culture and heritage in Sault Ste. Marie.

GOALS AND ACTIONS FOR ARTS, CULTURE AND HERITAGE



Hannah Disano, 3, joins her grandfather, Nino Disano, as he plays an outdoor piano outside of the James L. McIntyre Centennial Library.
Photo credit: Maggie Kirk, Sault Star

6. GOALS AND ACTIONS FOR ARTS, CULTURE AND HERITAGE

The following are the key goals and the actions to be carried out by the City of Sault Ste. Marie to address current challenges in the community with respect to arts, culture and heritage. These goals and actions have been developed through broad consultation with stakeholders and the community, research into Sault Ste. Marie's current arts and culture environment and in a broader context, comparables and best practices from around the country.

Research and community engagement revealed several key areas of focus. These have been synthesized into the following **six goals** for this Community Culture Plan. Each of these goals is accompanied by actions to achieve the goals.



Youth take part in a public furniture revitalization project on Gore Street
Photo credit: NORDIK Institute

GOAL #1: MUNICIPAL SUPPORT

Increase support of arts, culture and heritage through direct and indirect funding, greater advocacy and capacity building, and installation of a full-time permanent position dedicated solely to arts and culture. This goal is about the municipality taking a greater leadership position in the community not only to implement the Community Culture Plan but also to facilitate the long-term sustainability of arts and culture in the city.

Despite City staff's best intentions, existing municipal support for arts, culture and heritage is not sufficient. The City does not employ, directly or indirectly, a person dedicated solely to arts and culture—as do comparable municipalities. As one stakeholder noted, “someone at the City needs to be at the table.” This view is shared by many, not just those who work in arts and culture but in the broader community.

Further, arts and culture expenditure on a per capita basis is low. The total per-capita cost to provide arts, culture and heritage services (exclusive of the Sault Ste. Marie Public Library) is \$14. The municipal allocation for arts and culture grants is less than \$1 per capita. Comparable cities such as Thunder Bay, Peterborough, and Moncton all spend twice as much as Sault Ste. Marie on arts and culture through direct operational funding and grants. Thunder Bay's per-capita expenditure is \$27 and Peterborough's is \$31. We recommend

increasing the amount of municipal funding through grants and other means. Additionally, the municipality should look to leverage its existing resources to establish other funding mechanisms from public and private sectors.

Actions

1. Municipal cultural spending should be increased to be on par with comparable municipalities. The City should focus first on boosting its annual grant allocation. The current spend is less than \$1/per capita, far below peer municipalities. The City should aim for at least a \$5 per capita grant expenditure phased in over the five-year planning horizon of this Community Cultural Plan.
2. Revise and restructure the Cultural Financial Assistance grant program to align with the needs of smaller organizations and individuals in Sault Ste. Marie. The application process should be streamlined and more accessible to allow greater inclusivity.
3. Install at least one dedicated full-time position at the City to manage arts, culture and heritage ensuring integration into all aspects of City management. This position would also be responsible for the implementation of the Community Culture Plan. Consider the possibilities for staff reallocation as well as additional financial resources to support human resources needs.
4. Establish a formal and closer relationship between the City of Sault Ste. Marie and the Arts Council of Algoma and possibly

other similar organizations that have the will and capability to better support the arts and culture community. An appropriate form of governance such as an arms-length organizational model would have to be created to allow the Council and other organizations greater access to municipal resources and to be accountable.

5. Set consistent standards to measure and monitor expenditure on arts and culture, in particular the largest recipients of municipal cultural funding. This not only ensures greater accountability but also properly assesses the social and economic benefits to the community.
6. Support and build capacity for the arts and culture community to pursue cultural grants and funding opportunities from other levels of government and private sources, and to seek additional financing options for cultural assets, programs and services.
7. Further to Action Item #3, create and streamline municipal procedures and processes through the creation of an online resource that serves as the one-stop place for all inquiries, assistance and requests related to arts, culture and heritage development in the community.



Wheels on the Water Car Show, Rotary Fest, July 2019
Photo credit: Jennifer Mathewson



Announcement of the Great Lakes International Music Institute at Algoma University
Photo credit: Algoma University

GOAL #2: COMMUNICATIONS

Strengthen lines of communication with Sault Ste. Marie's arts, culture and heritage community, more effectively promote a greater diversity of arts and cultural events to residents and visitors. Facilitate greater dialogue between artists and other creative and cultural workers in the city.

The communications challenges in the city are threefold. First, the arts and cultural community currently has limited interaction with the City of Sault Ste. Marie. This is partly a communication and public relations challenge, but also an outreach problem. There is no dedicated arts and culture representative at the City. The perception within the community is that the City does not value the arts. As outlined in the previous goal, the City must assign at least one full time person dedicated to arts and culture.

There is also a general lack of awareness of the arts, culture and heritage community in Sault Ste. Marie, specifically arts and culture events and activities. As revealed through public consultations, the largest barrier to arts and culture participation by residents is simply not knowing when and where events take place. Better marketing and more effective messaging is needed to not only advertise events but also better position and highlight the diversity of events. Authentic cultural offerings— a signature festival or a production unique

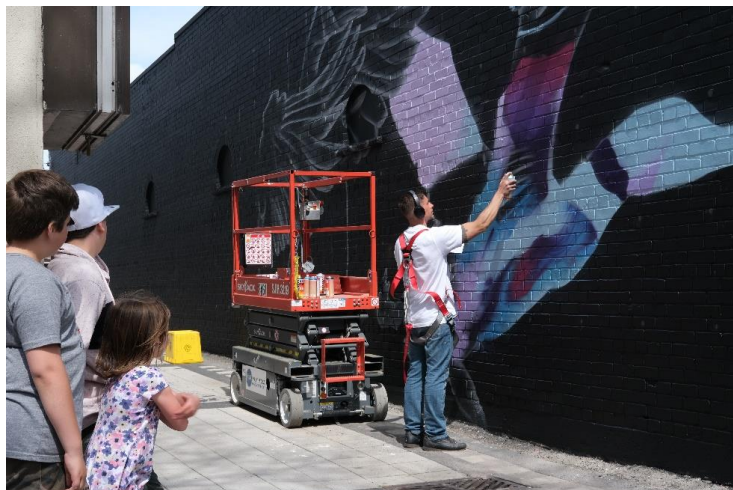
to Sault Ste. Marie, for example—not only attract local audiences but are key to successful cultural tourism.

Third, a major challenge within the arts and cultural community is that most members are not aware of what each other is doing, creating and/or presenting. This, along with other factors has led to the siloization of the arts, culture and heritage community. The City must take a more active role uniting the community and help to break down the barriers between individuals and organizations.

Actions

1. Develop a communication and marketing plan for arts, culture and heritage in Sault Ste. Marie that reaches local and broader audiences to increase participation and attendance.
2. Establish an arts, culture and heritage community-driven calendar of events to promote cultural activities throughout the city.
3. Via Tourism Sault Ste. Marie, develop a cultural tourism strategy that highlights the unique and authentic arts and cultural features, events and activities of the Sault including the promotion of Group of Seven, Indigenous arts and culture, and others.

4. Future SSM should continue to promote the city as an ideal destination for film and media production.
5. Make direct contact with members of the arts, culture and heritage community to encourage continual updates to the City's cultural asset inventory, and invest in an online platform to facilitate greater accessibility— in coordination with the online resources recommended in Goal #1, Action #7.
6. Acknowledge and promote, from the Municipality's perspective, the importance and contribution of arts, culture and heritage to the social and economic wellbeing of Sault Ste. Marie through ongoing communication and public relations initiatives.
7. Create an online hub that forms the nexus for ongoing dialogue to encourage greater collaboration, support and knowledge sharing.



Onlookers watch artist Alexander Bacon in action during the Downtown Mural Project.

Photo Credit: Jennifer Mathewson



The production 'Hammer' films in Sault Ste. Marie

Photo Credit: Jennifer Mathewson



African Caribbean Canadian Association of Northern Ontario (ACCANO) Gathering, June 2019

Photo Credit: Teni Araba

GOAL #3: INDIGENEITY

Establish a stronger relationship with the Indigenous communities of Sault Ste. Marie and surrounding area. Work together toward more inclusivity and access to shared cultural activity. This includes reducing barriers to participation, and proactively seeking more meaningful collaboration on cultural events, programs, and services. This goal is consistent with *FutureSSM's* priority with respect to the local Indigenous community “to advance the relationship with Indigenous peoples and to celebrate our history, natural and cultural heritage and diverse identities.”

The Indigenous communities are foundational to the Sault's history and culture. They continue to play a vital role today. Indigenous communities are all around the Sault, with Batchewana First Nation and Garden River First Nation being adjacent to the City. The region is in the traditional territory of the Métis Nation of Ontario. Approximately 10% of the population is considered urban Indigenous.

Recognition and respect of the Sault's Indigenous communities is paramount. While the City has advanced this imperative with the creation of the Bawaating Advisory Circle and Nendaaswin, continued cross-cultural dialogue, exchange and knowledge sharing is the key to greater inclusivity through arts, culture and heritage.

Actions

1. Augment the mandate of the Bawaating Advisory Circle to include dialogue and communication through arts, culture, and creative expression.
2. In collaboration with the private sector, establish an Indigenous Arts and Culture Partnerships Fund. The goal of this fund would be to support the development and showcasing of new Indigenous arts and culture programs. The fund could also be expanded to include an awards program for Indigenous artists.
3. Explore the opportunity of a Municipally supported Indigenous Arts and Culture Festival in Sault Ste. Marie. This unique and authentic festival would celebrate local Indigenous culture with storytelling, dance, film, and food attracting local residents and tourists.
4. With the support of both public and private sources, provide greater opportunities for the collection and exhibition of Indigenous art.

GOAL #4: DOWNTOWN ACTIVATION

Building on its downtown revitalization efforts and the Downtown Community Improvement Plan, the City should continue with initiatives and investment in live, work and play opportunities, create greater street-level animation, and establish the downtown as a core destination for cultural activity and creative entrepreneurship.

Downtown revitalization has been important for the City and is a major focus for the new Official Plan. The team responsible for the Plan is intrigued with the notion of the downtown being the “third place”—that is, space other than work or home. Arts, culture and Heritage will play a vital role to not only attract people to live and work in the downtown but is key to its vibrancy and sustainability.

Public space animation, local business partnerships with the arts and cultural community and tax incentives are just a few examples of how the City can foster an active downtown.

Actions

1. Seek opportunities for adaptive reuse of City-owned spaces in the downtown, including buildings, parking lots, and found spaces such as laneways and other sites that are no longer useful for municipal purposes. Make them available to arts, culture and heritage groups for below-market rates.
2. Create targeted tax relief or tax cancellation policies in addition to rebate and façade programs to incentivize downtown building owners to renovate existing buildings and/or make spaces available for arts and cultural uses at below market rent.
3. Support the establishment of a Community Foundation (independent of the current discussions for a Community Foundation which proposes to cast a wider funding net) that strategically targets funds to arts, culture and heritage projects such as public art in the downtown core. Keep minimum contribution levels low to encourage the broadest range of potential donors.
4. Undertake a needs assessment and feasibility study toward the creation of a community arts and creative centre in the downtown. Both existing buildings and new builds should be considered part of the study.
5. Further to the Cultural Policy, develop a public art policy for the downtown, waterfront and throughout the city. The policy should address the maintenance needs of current murals and establish plans to expand Sault Ste. Marie’s mural program in addition to other forms of art.
6. Promote, support, and encourage programming including live music, visual art and other creative expression in the streets and public spaces in the downtown.
7. Further to Action #6, establish clear and concise policies and guidelines for street and public space activation in the downtown.

GOAL #5: YOUTH

Develop greater engagement with Sault Ste. Marie's youth through arts, culture and heritage. A broad strategy should bring arts and culture to all stages of youth in Sault Ste. Marie through collaboration with the arts community and other partners.

The City already recognizes the importance of capturing the voices of youth through the Mayor's Youth Advisory Committee. Arts, culture and heritage provide other avenues for self-expression, fresh ideas, and new perspectives.

Recognizing the challenge of out-migration of young people in Sault Ste. Marie, this strategy will provide opportunities for youth to access arts and culture and provide young people with skills, promote cross-cultural relationships, create positive experiences, and build connections to their community.

Actions

1. Develop mentorships between young people and artists in the community to ensure long-term benefits for arts, culture and heritage as well as for building the social capital of the community.
2. Alleviate barriers to participation—social, economic and physical—to ensure easier access to arts and cultural opportunities.
3. Establish partnerships between the arts and cultural community, social service providers, and schools to support effective, age-appropriate programs.
4. Enhance the Mayor's Youth Advisory Committee to further empower young people to develop their own programming and opportunities to build skills, experience, and confidence.
5. Priority should be placed on those Cultural Financial Assistance Grant applicants who develop and deliver programs specifically for youth or whose programs are appropriate for youth.

GOAL #6: NATURAL AND BUILT HERITAGE

Recognize and protect Sault Ste. Marie's natural and built heritage. Sault Ste. Marie's trails and waterways (the St. Marys River and the waterfront in particular), natural landforms and unique flora and fauna are the City's most significant and cherished assets with historic and inextricable ties to the Anishinaabe and Métis people—the first inhabitants of the area.

The Sault's heritage structures, buildings and neighbourhoods represent the historical layers of the city's built environment. Like the natural environment, the conservation of the city's built heritage is critical to its sense of identity and continuity.

The City has done much to protect and responsibly manage its forests, wetlands and waterways through local agencies such as the Sault Ste. Marie Regional Conservation Authority. The City also extensively promotes the many great outdoor recreational activities throughout all four seasons, making it accessible to both residents and tourists. The City must continue to balance access and human intervention with protection and conservation of the Sault's natural assets.

Many heritage sites and historic features populate the city. Two national historic sites—Ermatinger Clergue and the Canal—and dozens of heritage houses, churches and cenotaphs are well-documented and well-maintained

throughout the Sault. The City should continue to preserve its built heritage and look to protect not just buildings and structures, but neighbourhoods as well.

Actions

1. Continue efforts to beautify, animate, and activate the Waterfront west beyond Roberta Bondar Park.
2. Develop design guidelines for waterfront development.
3. Create greater connectivity from the waterfront to downtown.
4. Recognize and protect local historic neighbourhoods including Pim Hill, Simpson, Leo, Upton and MacGregor and others.
5. Codify intangible heritage and knowledge sharing as part of the City's overall conservation and protection strategy for natural and built heritage.
6. Heritage trees—those trees with rare or historical value—should be protected under similar provisions, policies, and guidelines to those of other heritage properties in the city.

IMPLEMENTATION



Youth take part in cooking classes at
Sault College 'college 4 kids' program
Photo credit: Sault College

7. IMPLEMENTATION

The goals and actions are to be initiated and led by the Recreation and Culture Division and implemented by this division along with other City departments, divisions, outside agencies and municipal boards and committees. The tables below outline resources required, timelines, action initiation, and the City department and divisions, agencies and committees responsible to carry out each of the action items. Specific tasks to complete each action item will be determined by those departments/divisions responsible for the action.



Face painting at Thomson Farms

Photo Credit: City of Sault Ste. Marie (Randie Gregoire)

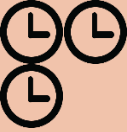
Legend	
Time Frame	
⌚	Within 6 months
⌚⌚	Within 7-12 months
⌚⌚⌚	Within 2-3 Years
⌚⌚⌚⌚	Within 4-5 Years
ON	Ongoing
Action Initiation (from adoption of Community Culture Plan)	
Y1	Within Year 1
Y2	Within Year 2
Y3	Within Year 3
Y4	Within Year 4
Y5	Within Year 5
Budget	
\$	\$0 - \$ 5,000
\$	\$5,000 - \$25,000
\$	\$25,000 - \$100,000
\$	\$100,000 and above
City Department/Division	
OOM	Office of the Mayor
CS	Community Services
LIP	Local Immigration Partnership
PES	Planning & Enterprise Services
CC	City Clerk
F	Finance
HR	Human Resources
L	Legal (By-Laws)
PW	Public Works
ES	Engineering Services
RC	Recreation and Culture
CCOM	Corporate Communications
Agencies	
SSMEDC	Economic Development Corporation
SSMRCA	Region Conservation Authority
SSMPL	Public Library
TOURSSM	Tourism SSM

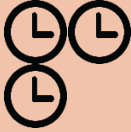
DTA	Downtown Association
MN	Métis Nation
IFC	Indian Friendship Centre
GRFN	Garden River First Nation
BFN	Batchewana First Nation
MCFN	Missanabie Cree First Nation
City Boards and Committees	
MYAC	Mayors Youth Advisory Committee
MHC	Municipal Heritage Committee
CAB	Cultural Advisory Board
HSB	Historic Sites Board
ADSB	Algoma District School Board
HSCDSB	Huron-Superior Catholic District School Board
CSPGNO	Le Conseil Scolaire du District du Grande Nord de l'Ontario
CSCNO	Nouvel Ontario

GOAL #1: MUNICIPAL SUPPORT

Increase support of arts, culture and heritage through direct and indirect funding, greater advocacy and capacity building, a full-time permanent position dedicated solely to arts and culture and streamlined processes and procedures. This goal is about the municipality taking a greater leadership position in the community to not only implement the Community Culture Plan, but to facilitate the long-term sustainability of arts and culture in the city.

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committees	Outside Agencies
1. Municipal cultural spending should be increased to be on par with other comparable municipalities. The City should focus first on boosting its annual grant allocation. The current spend is less than \$1/per capita, far below peer municipalities. The City should aim for at least a \$5 per capita grant expenditure phased in over the five-year planning horizon of this Community Culture Plan.		Y1	\$\$\$\$	RC	MHC, CAB	
2. Revise and restructure the Cultural Financial Assistance grant program to align with the needs of smaller organizations and individuals in Sault Ste. Marie. The application process should be more streamlined and more accessible to allow greater inclusivity.		Y1	\$	RC	CAB	
3. Install at least one dedicated full-time position at the City to manage arts, culture and heritage, ensuring integration into all aspects of City management. This position would also be responsible for the implementation of the Community Culture Plan. Consider the possibilities for staff reallocation as well as additional financial resources to support human resources need.		Y1	\$\$\$	RC, HR, PES		

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committees	Outside Agencies
4. Establish a formal and closer relationship between the City of Sault Ste. Marie, the Arts Council of Algoma and all other organizations that have the will and capability to better support the arts, culture and heritage community. An appropriate form of governance such as an arms length organizational model would have to be created to allow the Council and other organizations greater access to municipal resources and to be accountable.		Y1	\$	RC	HSB	
5. Set consistent standards to measure and monitor expenditure on arts and culture, in particular the largest recipients of municipal cultural funding. This not only ensures greater accountability but also properly assesses the social and economic benefits to the community.		Y1	\$	RC		
6. Support and build capacity for the arts and culture community to pursue cultural grants and funding opportunities from other levels of government and private sources and to seek additional financing options for cultural assets, programs and services.	 ON	Y1	\$	RC		

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committees	Outside Agencies
7. Further to Action Item #3 create and streamline municipal procedures and processes through the creation of an on-line resource that serves as the one-stop place for all inquiries, assistance and requests related to arts and cultural development in the community.		Y1	\$\$	RC		

GOAL #2: COMMUNICATIONS

Strengthen lines of communication with Sault Ste. Marie's arts and cultural community, more effectively promote greater diversity of arts and cultural events to residents and visitors, and facilitate greater dialogue between artists and other creative and cultural workers in the city.

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committees	Outside Agencies
1. Develop a communication and marketing plan for arts, culture and heritage in Sault Ste. Marie that reaches local and broader audiences to increase participation and attendance.	ⓁⓁ	Y1	\$	RC		TOURSSM,SSMEDC
2. Establish arts, culture, and heritage community-driven calendar of events to promote cultural activities throughout the city.	ⓁⓁ	Y1	\$	RC		TOURSSM
3. Via Tourism Sault Ste. Marie, develop a cultural tourism strategy that highlights the unique and authentic arts and cultural features, events and activities of the Sault including the promotion of Group of Seven, Indigenous arts and culture, and others.	ⓁⓁ	Y2	\$\$	RC		SSMEDC, TOURSSM
4. Future SSM should continue to promote the city as an ideal destination for film and media production.	ON	Y1	\$\$	RC, CCOM		SSMEDC
5. Make direct contact with members of the arts, culture and heritage community to encourage continual updates of the City's cultural asset inventory and invest in an online platform to facilitate greater accessibility – in coordination	ⓁⓁ Ⓛ	Y1	\$	RC	CAB,MHC,HSB	

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committees	Outside Agencies
with the online resources recommended in Goal #1, Action #7.						
6. Acknowledge and promote, from the Municipality's perspective, the importance and contribution of arts, culture and heritage to the social and economic wellbeing of Sault Ste. Marie through ongoing communication and public relations initiatives.	ON	Y1	\$\$	RC, CCOM		
7. Create an online hub that forms the nexus for ongoing dialogue to encourage greater collaboration, support and knowledge sharing.		Y2	\$\$	RC		

GOAL #3: INDIGENEITY

Establish a greater relationship with the Indigenous communities of Sault Ste. Marie and surrounding area working together toward more inclusivity and access to shared cultural activity. This includes reducing barriers to participation, proactively seeking more meaningful collaboration on cultural events, programs and services. This goal is consistent with Future SSM's priority with respect to the local Indigenous community "to advance the relationship with Indigenous peoples and to celebrate our history, natural and cultural heritage and diverse identities."

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
1. Augment the mandate of the Bawaating Advisory Circle to include dialogue and communication through arts, culture and creative expression.	 	Y1	\$	OOM, RC	MHC,CAB,HSB	
2. In collaboration with the private sector, establish an Indigenous Arts and Culture Partnerships Fund. The goal of this fund would be to support the development and showcasing of new Indigenous arts and culture programs. The fund could also be expanded to include an awards program for Indigenous artists.	  	Y2	\$\$	RC		BFN,GRFN,MCFN
3. Explore the opportunity of a Municipally supported Indigenous Arts and Culture Festival in Sault Ste. Marie. This unique and authentic festival would celebrate local Indigenous culture with storytelling, dance, film and food, attracting local residents and tourists.	 	Y2	\$	RC		IFC,BFN,GRFN,MCFN
4. With the support of both public and private sources, provide greater opportunities for the collection and exhibition of Indigenous art.	ON	Y2	\$\$	RC		

GOAL #4: DOWNTOWN ACTIVATION

Building on its downtown revitalization efforts and the Downtown Community Improvement Plan, the City should continue with initiatives and investment to increase live, work and play opportunities, create greater street level animation, and establish the downtown as a core destination for cultural activity and creative entrepreneurship.

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
1. Seek opportunities for adaptive reuse of City-owned spaces in the downtown, including buildings, parking lots, and found spaces such as laneways and other sites that are no longer useful for municipal purposes. Make them available to arts and cultural groups for below-market rates.	ON	Y2	\$	PES, F, RC		DTA
2. Create targeted tax relief or tax cancelation policies in addition to rebate and façade programs to incentivize downtown building owners to renovate existing buildings and/or make spaces available for arts and cultural uses at below-market rent.	 	Y2	\$	F, RC, PES		
3. Support the establishment of a Community Foundation (independent of the current discussions for a Community Foundation which proposes to cast a wider funding net) that strategically targets funds to arts and culture projects, such as public art in the downtown core. Keep minimum contribution levels low to encourage the broadest range of potential donors.	 	Y2	\$	RC, F, CC		
4. Undertake a needs assessment and feasibility study toward the creation of a community arts and creative centre in the downtown. Both existing buildings and new builds should be considered as part of the study.	 	Y3	\$\$	RC, PES		

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
5. Further to the Cultural Policy, develop a public art policy for the downtown, waterfront and throughout the city. The policy should address the maintenance needs of current murals and establish plans to expand Sault Ste. Marie's mural program in addition to other forms of art.	 	Y2	\$	RC, PES		
6. Promote, support and encourage programming including live music, visual art and other creative expression in the streets and public spaces in the downtown.	ON	Y2	\$\$	RC		DTA
7. Further to Action #6, establish clear and concise policies and guidelines for street and public space activation in the downtown.	 	Y2	\$	RC, PES		DTA

GOAL #5: YOUTH

Develop greater engagement with Sault Ste. Marie's youth through arts, culture and heritage. A broad strategy should be established to bring arts and culture to all stages of youth in Sault Ste. Marie through collaboration with the arts community and other community partners.

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
1. Develop mentorships with young people and artists in the community to ensure long term benefits for arts, culture and heritage production, as well as for building the social capital of the community.	 ON	Y2	\$	RC	MYAC	
2. Alleviate barriers to participation – social, economic and physical -to ensure easier access to arts and cultural opportunities.	ON	Y1	\$	RC		
3. Establish partnerships between the arts and cultural community, social service providers and schools to support effective, age-appropriate programs.	 	Y2	\$	RC	MYAC, ADSB,HSCDSB, CSPGNO,CSCNO	
4. Enhance the Mayor's Youth Advisory Committee to further empower young people to develop their own programming and opportunities to build skills, experience and confidence.	ON	Y2	\$\$	RC	MYAC	

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
5. Priority should be placed on those Cultural Financial Assistance Grant applicants who develop and deliver programs specifically for youth or whose programs are appropriate for youth.		Y1	\$	RC		

GOAL #6: NATURAL AND BUILT HERITAGE

Recognize and protect Sault Ste. Marie's natural and built heritage. Sault Ste. Marie's trails and waterways (the St. Marys River and the waterfront in particular), natural landforms and unique flora and fauna are the city's most significant and cherished assets with historic and inextricable ties to the Anishinaabe and Métis people- the first inhabitants of the area.

The Sault's heritage structures, buildings and neighbourhoods represent the historical layers of the city's built environment. Like the natural environment, the conservation of the city's built heritage is critical to its sense of identity and continuity.

Action	Estimated Time Frame	Estimated Action Initiation	Estimated Costs	City Dept./Div	City Boards/ Committee	Outside Agencies
1. Continue efforts to beautify, animate and activate the waterfront to extend west beyond Roberta Bondar Park.	ON	Y2	\$\$\$	PES, PW, ES, RC		
2. Develop design guidelines for waterfront development.		Y1	\$	PES		
3. Create greater connectivity from the waterfront to the Downtown.		Y3	\$\$\$\$	PES, PW, ES, RC		
4. Recognize and protect local historic neighbourhoods including Pim Hill, Simpson, Leo, Upton and MacGregor and others.	ON	Y1	\$	PES, RC	MHC	
5. Codify intangible heritage and knowledge sharing as part of the City's overall conservation and protection strategy for natural and built heritage.	ON	Y2	\$\$	RC,PES	MHC	
6. Heritage trees - those trees with historical value- should be protected under similar provisions, policies and guidelines to those of other heritage properties in the city.	ON	Y2	\$	RC,PW,PES		

APPENDIX



APPENDIX A: STAKEHOLDER PARTICIPANTS (INTERNAL AND EXTERNAL)

INTERVIEWS

Melissa	Agawa	Indigenous Events Planner, Algoma University
Rutger	Becker	Algoma Art Society
Michael	Burtch	Artist/Historian, Former Director, Art Gallery of Algoma
Kathy	Fisher	Curator, Ermatinger-Clergue National Historic Site
Jasmina	Jovanovic	Director, Art Gallery of Algoma
Gary	Manzo	Art Society of Algoma
Don	McConnell	Director, Planning and Enterprise Services, City of Sault Ste. Marie
Sean	Meades	Director of Research, NORDIK Institute
Jude	Ortiz	Research Coordinator, NORDIK Institute
Maria	Parella-Ilaria	Project Developer and Coordinator, The ArtSpeaks Project
Julia	Piskiewicz	Curator, Sault Ste. Marie Museum
Russell	Raven	President, Arts Council of Algoma
Peter	Rowe	General Manager, Fringe North Festival
Robin	Sutherland	Founding Artistic Director, Thinking Rock Community Arts
Peter	Tonazzo	Planner, Planning and Enterprise Services, City of Sault Ste. Marie
Steve	Turco	Planner, Planning and Enterprise Services, City of Sault Ste. Marie
Adrian	DeVuono	Coordinator, Local Immigration Partnership, City of Sault Ste. Marie
Sandra	Hollingsworth	Councillor, City of Sault Ste. Marie
Helena	Huopalainen	Manager of Community Engagement, Sault Ste. Marie Public Library, City of Sault Ste. Marie

Lindsey	Ackland	Coordinator of Visitor and Media Relations, Sault Ste. Marie Economic Development Corporation, City of Sault Ste. Marie
Donna	Hilsinger	Councillor, City of Sault Ste. Marie
Lisa	Vezeau-Allen	Councillor, City of Sault Ste. Marie
Elizabeth	Webkamigad	Director, Shingwauk Residential Schools Centre, Algoma University

STAKEHOLDER WORKSHOP ATTENDEES

Joseph	Bertrand	Founder, Maker North
Rick	Borean	Supervisor, Community Services, City of Sault Ste. Marie
Miranda	Bouchard	Thinking Rock Community Arts
Jessica	Boyer-Bennett	Employment and Training Coordinator, Batchewana Employment & Training
Noni	Boyle	Associate Professor, Algoma University, Visual Arts
Maegan	Brennan	Local Immigration Partnership Outreach Specialist, Local Immigration Partnership, City of Sault Ste. Marie
Michele	Cecchini	Marketing, Station Mall
Kristi	Cistaro	Board Chair, Downtown Association
Jeanette	Cowen	National Historic Sites/Visitor Experience Manager, Parks Canada
Adrian	Devuono	Coordinator, Local Immigration Partnership, City of Sault Ste. Marie
Marissa	Ditoro	Refuge 705
Maureen	Dodd	Director Stakeholder Relations and Public Affairs, United Way of Sault Ste. Marie and Algoma District
Fred	Dunits	City of Sault Ste. Marie
David	Ellis	Architect, Member, Municipal Heritage Committee, City of Sault Ste. Marie
Kathy	Fisher	Curator, Ermatinger-Clergue National Historic Site
Dustin	Goodall	Unsalted Audio
Deane	Greenwood	Trail Coordinator-Community Liaison, Sault Ste. Marie Region Conservation Authority
Sean	Haliday	Local Immigration Partnership, City of Sault Ste. Marie
Nora Ann	Harrison	Member, Cultural Advisory Board
Tania	Hazlett	Sault College
Carolyn	Hepburn	Dean, Indigenous Education & Academic Upgrading, Sault College

Dan	Ingram	Executive Director, Canadian Bushplane Heritage Centre
Josh	Ingram	Downtown Association
Mary	Jalbert	Arts Council of Algoma
Jasmina	Jovanovic	Director, Art Gallery of Algoma
Patricia	Lofstrom	Regional Advisor, Ministry of Tourism, Culture & Sport and Ministry of Seniors and Accessibility
David	MacLachlan	Executive Director, Destination Northern Ontario
Elia	Marini	Parks Canada
Don	McConnell	Director, Planning and Enterprise Services, City of Sault Ste. Marie
Virginia	McLeod	Manager of Recreation and Culture, City of Sault Ste. Marie
Sean	Meades	Director of Research, NORDIK Insitute
Lisa	Meschino	Manager of Operations and Communications, NORDIK Institute
Simone	Mitchell	Refuge 705
Susan	Myers	Retired City Councillor
Hilda	Odom	Algoma Fall Festival
Jude	Ortiz	Research Coordinator, NORDIK Institute
Maria	Parrella-Ilaria	Project Developer & Coordinator, The ArtSpeaks Project
Andrea	Pinheiro	Assistant Professor, Algoma University, Fine Arts
Julia	Piskiewicz	Curator, Sault Ste. Marie Museum
Russell	Raven	President, Arts Council of Algoma
Rory	Ring	Chief Executive Officer, Sault Ste. Marie Chamber of Commerce
Peter	Rowe	Fringe North Festival
Chris	Shoust	Owner/Operator L&D Gallery
Gabi	Sodies-Heydrich	Sault Community Career Centre
Carrie	Suriano	Case's Music
Edie	Suriano	Marketing and Promotions Coordinator, Canadian Bushplane Heritage Centre
Jami	VanHaaften	Historic Sites Board
Adrian	Vilaca	Borderline Productions
Carly	Wetzel	Parks Canada
Sharon	Wigney	Sault Ste. Marie Public Library, City of Sault Ste. Marie
Konrad	Wojcik	Konrad Adventures/Naturally Illustrated

180 Projects,
180 Gore Street,
Sault Ste. Marie, ON
P6A 1M2
oneeightyprojects@gmail.com
(705) 297-7634

September 21, 2019

To Future SSM and the City of Sault Ste. Marie,

I am writing to express our organizational support for the Community Culture Plan Report. We are thrilled to see the hard work and thoughtful consideration, consultation, and planning that has contributed to developing the Community Cultural Plan. As a small arts organization it gives us great hope in the future to see that the City is committed to promoting the value of and supporting the growth of arts and culture in Sault Ste. Marie.

180 Projects is an independent artist run gallery that supports the work of emerging local and visiting artists. Founded in late 2012, 180 Projects has presented more than 68 exhibitions and many screenings, artists talks, workshops, and community events.

180 Projects is dedicated to presenting public exhibitions and promoting discourse on a wide range of contemporary and experimental art practices. We connect artists and the community of the Algoma region and Northern Ontario to artists and communities elsewhere in Canada and internationally. 180 Projects provides a supportive environment for local and visiting artists at all levels of their careers.

We do this by:

- Providing an inclusive and accessible space for the display of contemporary, experimental, or underrepresented visual art & culture.
- Providing a platform for emerging artists to gain professional experience.
- Promoting critical discourse on art and culture.
- Affirming the value of contemporary visual art by displaying work & aiming to paying artists, curators, and writers.
- Connecting artists to the community, to other artists, and connecting the local community to art and artists.

At present 180 Projects is run by an ad hoc collective of dedicated volunteer artists. We are currently completing our first Strategic Plan with guidance from Thinking Rock Community Arts and support from the Ontario Arts Council Compass Grant and will be working toward

180 Projects

www.oneeightyprojects.ca | oneeightyprojects@gmail.com

180 Gore Street, Sault Ste Marie, ON P6A 1M2

incorporating as a not-for-profit by 2020.

We truly believe that the arts are a vital element of a healthy community, and that a community that values art and culture is a better place to live and work. We want our artists to be proud of where they live, to be able to host artists from elsewhere with pride in our art community, and ultimately we want to attract other artists to the city whether to visit, exhibit, or to stay and live. This will be much easier to do within the context of a city that proclaims it values art through policy, funding, and action. We look forward to witnessing and contributing to the flourishing of the arts and culture that will surely happen under the guidance of the Community Cultural Plan.

Sincerely,

A handwritten signature in dark ink, appearing to read 'A. Pinheiro', with a stylized, flowing script.

Andrea Pinheiro

Director, Founder 180 Projects

Associate Professor, Chair Department of Music and Visual Art Algoma University

180 Projects

www.oneeightyprojects.ca | oneeightyprojects@gmail.com

180 Gore Street, Sault Ste Marie, ON P6A 1M2

Department of Music and Visual Art
Algoma University
1520 Queen Street, East
Sault Ste. Marie, ON P6A 2G4
(705) 949-2301 ext
Cell (705) 297-7634
andrea.pinheiro@algonau.ca

September 21, 2019

To Future SSM and the City of Sault Ste. Marie,

I am writing to express our organizational support for the Community Culture Plan Report. Our department is thrilled to see the hard work and thoughtful consideration, consultation, and planning that has contributed to developing the Community Cultural Plan. We also thank Future SSM for including two of our faculty, Dr. Ed Turgeon and myself on the Arts and Culture Action Team. This committee has worked with great care to develop a compelling, action oriented plan that will help to elevate and enhance the arts and culture in our community.

The Department of Music and Visual Art at Algoma University is dedicated to providing exceptional education in Music and Visual Arts. Our extremely dedicated faculty work to provide a world class education for our students that encompasses a broad range of experiences within visual art and music disciplines. In addition to our deep dedication to our programs at Algoma, our faculty are practicing artists and performers who represent the city at both national and international music and art venues on a regular basis.

Our students and alumni are very dedicated to pursuing their passion in meaningful ways and often go on to be active contributors to the arts culture community within Sault Ste. Marie and the Algoma region. Our department is keen to collaborate with Future SSM on many new initiatives. At present Future SSM has invited our department to collaborate on a number of projects that will greatly enhance experiential learning and provide unique and significant work and learning experience for our students. Seeing the city take the initiative to develop the Community Culture Plan give great hope and increased confidence to our faculty and students.

We truly believe that the arts are a vital element of a healthy community, and that a community that values art and culture is a better place to live and work. We want our students to be proud of where they live, to be able to attract students from elsewhere due to our pride in our art community, and ultimately we want our students to see Sault Ste. Marie as a viable community in which to live and work as artists and musicians. This will be much easier to do within the context of a city that proclaims it values art through policy, funding, and action. We look forward to witnessing and contributing to the flourishing of the arts and culture that will surely happen under the guidance of the Community Cultural Plan.

Sincerely,

A handwritten signature in dark ink, appearing to read 'A. Pinheiro', with a stylized, flowing script.

Andrea Pinheiro

Associate Professor,
Chair Department of Music and Visual Art Algoma University
Director, Founder 180 Projects

The ARTSpeaks ArtHive

690 Queen Street East, Sault Ste. Marie, ON P6A 2A4



W: www.theartspeaksproject.org

E: theartspeaksproject@gmail.com

T: 705-987-3086

Sept. 23, 2019

To Future SSM and the City of Sault Ste. Marie,

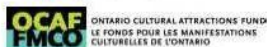
I am writing to express our program's support for the Community Cultural Plan Report. We are buoyed by the enthusiasm, thoughtful consultation and planning that has resulted in the Community Cultural Plan. As a fledgling arts program designed to engage the public in the use of the arts in improving health and wellness, it is exciting to see our community moving towards a deeper understanding of the value of the arts as moving beyond commodity.

The ArtSpeaksProject started in 2017 thanks to an Ontario Trillium Foundation Seed Grant and continues today thanks to the support of the Sault Area Hospital's Sexual Assault Care Centre, Breton House, and the Sault Museum—our current home. ArtSpeaks offers women and youth impacted by trauma due to addictions, sexual violence and mental health challenges the opportunity to work in studio with professional artists towards developing greater personal resiliency through quality arts-based learning. Currently, we offer bi-weekly ArtHives, community art-making sessions at the Museum, offering an art-as-therapy approach to creativity and focus on community building through skill-sharing and social interconnection.

As we look to the future, we are hopeful that more members of our community will come to embrace the arts as a vital part of life-work-balance and feel that the implementation of the Community Cultural Plan to be a key element in this. A creative community is a healthier community and the ArtSpeaks Project is proud to be part of this evolution.

Sincerely,

Maria Parrella-ilaria
Co-ordinator,
The ArtSpeaks Project



Ontario
Trillium Foundation



Fondation Trillium
de l'Ontario



Arts
Council of
sault ste marie & district

The Arts Council of Sault Ste Marie and Districts
Sault Ste. Marie, ON
P6A 1Z4
Info@ssmarts.org
(705) 945-9756

September 21, 2019

To Future SSM and the City of Sault Ste. Marie,

I am writing to express our organizational support for the Community Culture Plan Report. We are thrilled to see the hard work and thoughtful consideration, consultation, and planning that has contributed to developing the Community Cultural Plan. As a long established arts organization advocating for the Arts and Culture it gives us great hope in the future to see that the City is committed to promoting the value of and supporting the growth of arts and culture in Sault Ste. Marie.

The Arts Council of Sault Ste Marie has been advocating and supporting Arts & Culture since 1968. There have been many years of programs and initiatives developed with long lasting residual organizations and programs.

We connect artists and the community of the Algoma region and Northern Ontario to artists and communities elsewhere in Canada and internationally. The A.C.O.A provides a supportive environment for local and visiting artists at all levels of their careers advocating and programing to increase all sectors of the industry.

We do this by:

- Providing an inclusive and accessible programming for all visual art & culture enthusiasts.
- Providing a platform for emerging artists to gain professional experience.
- Promoting critical discourse on art and culture.
- Affirming the value of contemporary visual art by displaying work and to paying artists, musicians, performers and writers.
- Connecting artists to the community and connecting the local community to arts and artists.
- We work to create jobs and opportunities in the Arts & Culture industry to bring a more inclusive environment to succeed and thrive within the community.
- We provide programming and job opportunities to allow artists to enrich their lifestyles within Algoma.
- Supporting Organizations (ie, Fringe North) among the most recent, which creates significant opportunity and vitality to our local performers and brings international talent to our region.

We are very dedicated to pursuing the Arts and Culture in meaningful ways and often go on to be active contributors to the arts culture community within Sault Ste. Marie and the Algoma region. Our organization is keen to collaborate with Future SSM on many new initiatives.

Seeing the city take the initiative to develop the Community Culture Plan give great hope and increased confidence to our members

We truly believe that the arts are a vital element of a healthy community, and that a community that values art and culture is a better place to live and work.

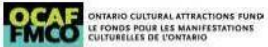
Sincerely,

Russell Raven

Executive Director,
Arts Council of Sault Ste Marie and District



Fringe North



Ontario
Trillium Foundation



Fondation Trillium
de l'Ontario

An agency of the Government of Ontario
Un organisme du gouvernement de l'Ontario



The Borderline. Radio Soo. 527 Queen St. E., SSM, ON P6A 2A2 (705) 971.4735
adrianvilaca1@gmail.com

September 22, 2019

To Future SSM and the City of Sault Ste. Marie,

I am writing to express our company's support for the Community Culture Plan Report. Our new enterprise certainly endorses the Community Cultural Plan and the leadership role it is taking to promote and spur the local arts and culture community.

The Borderline Radio Soo project is a dedicated effort to encourage growth in Sault Ste. Marie's musicians and artists by providing them creative opportunity and market exposure. The Borderline's programming represents the voice of a community as seen and heard through the abundant local music and arts. We provide a gathering place for the Soo's story to be told to not only our own community, but to the entire world.

We have been in detailed discussion with Future SSM as we develop our project and are appreciative of the great assistance and moral support we have, and continue to receive, from Future SSM. We see many ways to collaborate in the future with this plan.

The arts are central to a community's identity and to its overall health. Music and story telling are essential components to making it a better place to live. In entertaining we can educate. We see the Community Cultural Plan as a valuable and needed contributor to this movement. We look forward to being a constant contributor and participant.

Sincerely,

Adrian Vilaca

Program Director and Founder, The Borderline Radio Soo.

Canadian Bushplane Heritage Centre
50 Pim Street
Sault Ste. Marie, ON P6A 3G4
(705) 945-6242 Ext. 203
display@bushplane.com

I am writing today in support of the Future SSM Community Culture Plan Report. It is important for the City of Sault Ste. Marie to grow and support this initiative and to recognize, and embrace the very important role that Arts and Culture plays in society and the value that it brings to our community.

We have already seen positive changes happening in our downtown core through this program making our city more visible as a supporter of the Arts while delivering a much needed and positive aesthetical value to our citizens and tourists alike. Growing and supporting local artists through these projects helps to make us a positive environment to live and work in and will contribute to a healthier and more balanced community as a whole.

As Curator at the Canadian Bushplane Heritage Centre I see first hand the value that Arts and Culture add to our society while struggling with funding and support. It is important for our city to develop, maintain and implement an action plan such as this which will grow and nurture this often overlooked yet crucial element of our society. At the CBHC we look forward to supporting and working with our community partners to grow together in the best interests of SSM, to showcase to our citizens and tourists that we have a beautiful city and talent here that we can be proud of. Creativity and innovation is our history at the CBHC and we proudly support this much needed growth.

With this strategic plan and the appropriate support, we can expect to see wonderful developments in our city. Growth in this Cultural sector requires consistent support and a thoughtful action plan. I feel that this Community Culture Plan is on the path that will take us there and we must continue to support this for the betterment of our quality of life here in Sault Ste. Marie.

Sincerely,

Brian Bubinas

Curator, Canadian Bushplane Heritage Centre

September 23, 2019

To FutureSSM and the City of Sault Ste. Marie,

I would like to express my support for the SSM Community Culture Plan, as the owner of an arts and culture related business, Case's Music has been a part of this community for over 20 years. We have been on Queen Street for almost 10 years. We offer private and group lessons for newborn to adult. We have been very active in our community and are very happy to be partners with future SSM.

We were excited to be involved in the consultation and development process of the plan and are looking forward to the positive benefits that will come from its implementation. We believe the plan will further the development of the arts, culture and heritage in Sault Ste. Marie, and will not only help the development of its artists, but also will in turn further stimulate the artistic economy and sector as a whole. Through the process we have seen stronger community and arts organization engagement and collaborations and look forward to the benefits that the plan will bring.

Sincerely,

Carrie Suriano.

Owner Case's Music

September 23, 2019

To Todd Fleet (Arts and Culture Coordinator) of Future Sault Ste. Marie and
The Corporation of the City of Sault Ste. Marie,

I am writing to express our organizational support to the Community Culture Plan Report. Although, as a Business Improvement Area, we are cursory to the other Arts and Cultural organizations that provide and invest in programming for our community, the Downtown Association is heavily invested in seeing the continued beautification of Sault Ste. Marie's downtown core.

We believe that beautification is two fold. First, funding for beautification features such as greenery, benches, signage, waste management are a necessity, but just as important is the second: art installations. Expression of art generated throughout the community is an outlet for creativity, but also creates destination based attractions. These attractions brings about a vitality and activity to Downtown Sault Ste. Marie that in turn helps our local businesses.

The Downtown Association is an organization that allows Queen St E (from Pim St to Dennis St) business people and commercial property owners and tenants join together and, with support of the City of Sault Ste Marie, organize, finance, and carry out physical improvements and promote economic development in our district.

Our organization believes this plan to be so simpatico with our goals that we have already partnered with Future Sault Ste. Marie to instal large scale murals year over year. The humanities, specifically focused on our own culture, is a necessary element to the continued success of our community. We hope that these efforts will attract artists and become a core component of how we retain and expand in Downtown Sault Ste. Marie. This plan has the ability to be instilled in our expansion akin to an economic development strategy, and should be referenced regularly as we explore how to evolve as a community.

Josh Ingram
Executive Director

p: 705-942-2919
e: jingram@saultdowntown.com
w: saultdowntown.com
facebook.com/queentownbia linkedin: linkedin.com/company/downtownssm twitter/instagram/snapchat: [ssm_dta](#)

Letter of Support from Fringe North International Theatre Festival

To Future SSM and the City of Sault Ste. Marie

I am writing to express strong support from Fringe North for the Community Art and Culture Plan. Fringe North participated in the prior public consultations, met with Lord Consulting as requested, and has been an active participant in the Arts and Culture sector since incorporation in 2016. Fringe North has provided employment for 19 summer students in arts and culture through funding from Service Canada beginning in 2017.

On several occasions Fringe North has gone on the record before Council as harsh critics of the way that the City of SSM organizes and funds the arts in the past, and I believe this honesty has come at a cost. Fringe North could not be happier that the City has embarked on its present course of action. Fringe North would be remiss if we did not express our gratitude to the team at Future SSM, whose door has always been open.

Without continued support by the City of SSM, goods in kind funding, the Fringe and its community partners would not be able to provide a free weekend celebration of the arts, culture, music and dance, Free Kids Fringe, clowns and buskers at the Bondar Pavilion. The festival's success is due to the support of our community partners, including: the Downtown Association of SSM, Chamber of Commerce, Museum of SSM, Ermitinger Clergue, Art Gallery of Algoma, SSM Public Library, a growing list of sponsors, and an amazing team of dedicated volunteers. Fringe North is made possible by membership in the Canadian Association of Fringe Festivals and the World Congress of Fringes. With over 250 festivals worldwide, the fringe network is the largest festival and artist organization in the world through which local artists and international artists can travel the world performing and earning a living from their art.

Since inception Fringe North has eliminated plastic water bottles at its festival, families instead receive free water thanks to Huckson Plumbing, a win/win. In 2019 Fringe North met with representatives from APH (water) and Public Utilities (waste) to start a conversation on how best to eliminate single use plastics at festivals in SSM by studying the best environmental practices of other municipalities and festivals. Fringe North has not had an opportunity to view the consultant's report, however we did share with the consultants our strongly held belief that the City needs to join other municipalities in creating an environmentally sustainable festival policy, beginning with the banning of plastic water bottles in 2020.

Fringe North International Theatre Festival

Peter Rowe

September 23, 2019

To Future SSM and the City of Sault Ste. Marie,

I'm writing to express my support for the Community Culture Plan. I've been involved, alongside dozens of other community members from the city and region, in the Plan's development process since winter 2019. This past summer, I joined the Arts and Culture Action Team (ACAT) to contribute to the Plan's further development and future implementation. This document - a map and a starting point for our shared work ahead - is the result of significant collective action, thoughtful consideration and consultation. It's truly exciting and energizing to see the City of Sault Ste. Marie's commitment to promoting the value of and supporting the growth of arts, culture and heritage in the City.

Born in Sault Ste. Marie and raised in the Algoma District, I've worked and volunteered in the arts, culture and heritage sector since my youth. I returned to the city in 2008 to pursue my professional aspirations as an artist and arts administrator. Since then, I've had the pleasure to work and volunteer with organizations including the Art Gallery of Algoma, the Canadian Bushplane Heritage Centre, 180 Projects, the 360 Sault Media Arts Collective, Algoma University's Fine Arts Department, and recently, Thinking Rock Community Arts and AlgomaTrad. The multifaceted experience I've gained by working in arts, culture and heritage have fostered in me a broad understanding of, appreciation for and pride in what it means to live and work in this sector in Algoma; and also - and importantly - of art's positive impacts on our community's health and wellbeing, including its unique, transformative power to bring people together across differences, real and perceived, to co-create the vibrant, inclusive, respectful and prosperous communities they want to live in. I've experienced and benefitted from these life-changing, perspective-broadening effects first-hand as a cultural producer and a citizen.

I believe that the arts can increase and open unique opportunities for employment, meaningful community and citizen engagement, personal and collective understanding, truth and reconciliation, growth for individuals and the community, and more - and I'm encouraged to see these beliefs and values echoed in the Community Culture Plan. There's much work ahead concerning the Plan's implementation: through further action, interaction and work with community members, we will build upon and refine the recommendations, co-creating a Plan that is inclusive, respectful, engaging and accountable. I look forward to the positive impacts that such a Plan will have on arts, culture and heritage in the City and in communities across Algoma. I'm excited to be involved in the work ahead.

Sincerely,



Miranda Bouchard

Community/Visual Artist, Artistic Director & Manager, Independent Curator



Dave Mornix
421 Third Ave
Sault Ste Marie
ON, P6C 4M3

Dear City Council,

It is my pleasure to write this letter in support of the Arts & Cultural Plan, which is being submitted by Future SSM. As someone who is an active participant within the arts & culture community and a committee member, it's imperative that Sault Ste Marie have a arts & cultural plan.

Having an arts & cultural plan sends a clear message of value to the arts & cultural community and it will also provide some guideline for future directions.

The plan is grounded in excellent research and consultation with key stakeholders actively involve.

In conclusion, I fully support the efforts of the Future SSM team and committee members as they seek support to move forward with the next steps for implementing this plan.

Sincerely,
Dave Mornix

September 23, 2019

To Future SSM and the City of Sault Ste. Marie,

I am writing this letter in support of the proposed 2019-2024 Community Cultural Plan for Sault Ste. Marie. This plan has the potential to help the City of Sault Ste. Marie develop a stronger, well-rounded, and well funded culture, arts, and heritage sector, which in turn has the potential to revitalize our city.

The Sault Ste. Marie Museum is operated by the Sault Ste. Marie & 49th Field Regiment R.C.A Historical Society in the historical Old Post Office., in the city's downtown core. The Sault Ste. Marie Museum aims to preserve and display the history of Sault Ste. Marie, in order to foster a better understanding of our local heritage and culture.

As the Historical Society was asked by the City of Sault Ste. Marie to operate the Sault Ste. Marie Museum, our organization feels strongly that increased per capita funding for the art, culture, and heritage sector will allow organizations such as ours to better provide in-demand services to our community, and flourishing tourism industry.

Art and Culture Sector has become, and continues to establish itself, as a significant aspect of the community of Sault Ste. Marie.

Sincerely,



Julia Victoria Piskiewicz
Executive Director

Northern Ontario Research, Development, Ideas and Knowledge



Attn: Mayor and Council
Corporation of the City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6
705-759-2500

Re: Community Cultural Plan for Sault Ste. Marie

On behalf of NORDIK Institute, I would like to express my strong support for the proposed Community Cultural Plan. This is a document for which members of the arts, culture and heritage communities – and the city more broadly – have been waiting for over 30 years.

The path that is laid out in this plan addresses many of the key areas of concern and high priority that have been identified through a consultation process led by the lead consultant. It is flexible enough to allow the community to respond to changing conditions and perspectives, while comprehensive enough to foster movement in key areas of consensus, namely the need for greater municipal support; improved communications within the sector; recognizing the importance of indigenous culture; the role of culture in downtown revitalization; cultural interventions to support and mentor youth; and celebrating our natural and built heritage.

In the interest of full disclosure, NORDIK competed against Lord Cultural Resources for the contract to develop the Community Cultural Plan. Despite not receiving the contract, we have long acknowledged the importance of establishing a Cultural Plan for the City of Sault Ste. Marie. The absence of a plan has been a missing piece of policy infrastructure at the City for several decades.

Adopting this plan is not only a reflection of how the City will focus its efforts in relation to arts, culture and heritage over the next five years, but an embrace of an ongoing process of planning in the cultural sector. Such a process is not simply reflected by the need to develop a new plan every five years, but by the process of City leadership, staff and committees of council continuing the engagement process

to ensure broad sector involvement in the City's own actions, and pivoting our strategies for implementation of the plan in ways that support the dynamic needs of the community.

Yours sincerely,



Sean Meades, Director
NORDIK Institute
1520 Queen St. East,
Sault Ste. Marie, ON
P6A 2G4

Ph: 705-949-2301 ext. 4235

E: sean.meades@algomau.ca



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair

DEPARTMENT: Community Development and Enterprise Services

RE: Urban Indigenous Hub and Housing Development – Gateway Site

PURPOSE

The purpose of this report is to recommend approval of a memorandum of understanding with the Bawating Urban Indigenous Committee for a development on the Gateway site consisting of approximately 50,000 ft.² of office space and 240 residential apartments.

BACKGROUND

The original Gateway site included the former Traders Metal property, former Algoma steel chromium plant and settling basin properties, and the municipal fish hatchery.

In 1998, the City sold the property north of Bay Street to the Ontario Lottery and Gaming Corporation for construction of the casino. Despite several efforts to market the property south of Bay Street, no development occurred and the City has retained ownership.

At present, the farmer's market utilizes the former fish hatchery building and the waterfront walkway extends along the south edge of the property.

Staff have had discussions with a number of stakeholders that have come together to develop an Urban Indigenous Hub and Housing development on the Gateway site.

This group is named the "Bawating Urban Indigenous Committee" and consists of Neech-Ke-Wehn Homes Inc., Sault Ste. Marie Indigenous Friendship Centre, Waabinong Head Start Family Resource Centre, and Ontario Aboriginal Housing Support Services Corporation.

In order to move this project forward, a draft MOU (Attachment A) was been developed and recommended for approval. Terms and conditions include, but are not limited to:

- Environmental Site Assessments
- Environmental Remediation
- Site Plan Development and Approval
- Financing Approval
- Building Permit Approval

- Community Accessible and Inclusive Park Development

ANALYSIS

The presentation from the members of the Bawating Urban Indigenous Committee outlines in more detail the plans for their project. It will be a significant project that has potential for future expansion. Staff have been involved with discussions with financial supporters of the project and the funding is in place to advance the project.

The project would be a positive development for the Gateway site. The project envisions:

- Mixed Housing (120+ units of Affordable, Market, Rent-Geared-to-Income, potential Home/Condo ownership)
- Mixed Demographics (Seniors/Elders, Singles, Couples, Families, Accessible)
- Friendship Centre (Urban Indigenous services)
- Childcare Facility (onsite and referral services)
- Cultural/Green Space (shared space open to public)
- Indigenous Interpretive Centre (indoor and outdoor)

This important development will provide a site for numerous culturally appropriate services for Indigenous people living in urban areas. This development also supports the City's Downtown Development Strategy in that it will develop a vibrant residential neighbourhood and improve mobility and linkages.

The Bawating Urban Indigenous Committee has noted that the parcel of land identified is believed to be near the site of the signing of the Robinson-Superior Treaty on September 7, 1850 and the Robinson-Huron Treaty on September 9, 1850.

Following approval of the MOU, the Bawating Urban Indigenous Committee will develop conceptual plans and cost estimates for the project. This will include an estimate of the environmental cleanup costs, which will be reflected in the final sale price.

Should the project proceed, there could be a need to relocate the Mill Market. Staff have been communicating with the Mill Market Board of Directors and are currently working to identify and develop a suitable property for the relocation of the farmer's market. This will be reported on further in the near future.

FINANCIAL IMPLICATIONS

There are no financial impacts at this time. Staff will provide additional details as the project is further developed.

STRATEGIC PLAN / POLICY IMPACT

Approval of the MOU for the proposed Urban Indigenous Hub and Housing Development is consistent with and implements the City's Corporate Strategic Plan, Downtown Development Strategy, FutureSSM Community Development Strategy and Canal District Neighbourhood Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 09 23 concerning the Urban indigenous Hub and Housing Development MOU be received and that Bylaw 2019-190 listed elsewhere on the agenda be recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

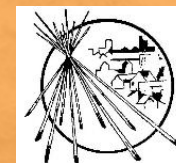
Tom Vair
Deputy CAO
Community Development & Enterprise
Services
(705)759-5264
t.vair@cityssm.on.ca

Bawating Urban Indigenous Community Hub & Housing Development

September 23, 2019



**Ontario
Aboriginal**
Housing Services



Agenda

- Proposed Bawating Urban Indigenous Community Hub and Housing Development
- Location
- Need for Affordable Housing and Community Hub
- Investment and Economic Benefits
- Partners
 - Ontario Aboriginal Housing Services
 - Sault Ste. Marie Indigenous Friendship Centre
 - Waabinong Head Start Family Resource Centre
 - Neech-ke-Wehn Homes Inc. & Niwaakai'iganaanind Aboriginal Housing

Proposed Bawating Urban Indigenous Hub and Housing Development



Proposed Bawating Urban Indigenous Hub and Housing Development – **Overview**

- **Mixed Housing** (120+ units of Affordable, Market, RGI, potential Home/Condo ownership)
 - **Mixed Demographics** (Seniors/Elders, Singles, Couples, Families, Accessible)
- **Friendship Centre** (Urban Indigenous services)
- **Childcare Facility** (onsite and referral services)
- **Cultural/Green Space** (shared space open to public)
- **Indigenous Interpretive Centre** (indoor and outdoor)

Proposed Bawating Urban Indigenous Hub and Housing Development – **Location**

The “Gateway Site” is ideal for many reasons including:

- Cultural and Historical significance
- Alignment with 2016 SSM Downtown Strategy and 2016-2020 City of Sault Ste. Marie Corporate Strategic Plan
- Good transit routes
- Close to banking, shopping, restaurants, medical services
- Green space on property for cultural activities
- Large enough to have on-site programming available
- Easy to get to College, University, etc. for additional programming and training activities



Proposed Bawating Urban Indigenous Hub and Housing Development – **Need for Affordable Housing and Hub**

- Number of active households on housing waitlist 1,186
(Homeless Hub, 2015)
- Number of people experiencing homelessness 102 (2018 point-in-time)
- Friendship Centre provides services to all people:
 - Doctor and Nurse Practitioners as well as other health services
 - Culturally-appropriate service delivery
- Child care needs:
 - Waitlist of 61 children; current downtown program has 48 spaces

Proposed Bawating Urban Indigenous Hub and Housing Development – **Investment & Economic Impact**

- \$40 million initial development (up to \$100 million)
- Financing support:
 - Housing Investment Corporation (40-year, fixed-rate mortgage)
 - Portfolio Realignment proceeds from Neech-Ke-Wehn and Ontario Aboriginal Housing Services
 - All partners operate in a financially responsible manner
 - Strong OAHS Balance Sheet with Housing Investment Corporation and Bank of Montreal support
- Complete environmental remediation of site for “sensitive uses”

Questions?



Information about the Key Partners



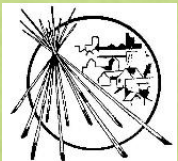
Key Partners



Administer Friendship Centre programs and services



Administer Child Care centre and services



Coordinate Environmental Remediation
Property Managers of the buildings and site
Property Developers of the buildings and site
Active Programming Partners



Key Partner



**Ontario
Aboriginal**
Housing Services

Key Partner

- Providing safe, affordable housing is our mandate
- Creating homes is our goal
- The largest Indigenous housing provider in Canada



Key Partner



- Housing service provider of choice
- Ready to do business; continue to support relationships
- Efficient and cost effective; supporting a strong economy
- Makes living more affordable and sustainable
- Improving peoples' lives

Our Impact

- \$4 million paid in property taxes annually
- \$7 million paid to local contractors annually
- 685 increased Indigenous housing supply
- 2,500 rental properties owned and managed
- 309 homes repaired
- 9,900 people assisted with housing every day
- 799 Indigenous people able to stay in their homes

Key Partner



Capacity

- Growing organization – from 40 staff in 2017 to 106 in 2019
- Almost 80% of staff are Indigenous
- 100% of staff care and are internally driven
- Cultural capacity and culturally-appropriate approaches and solutions
- Regional satellite centres in Dryden, Sault Ste Marie, Timmins, Sudbury, Peterborough, Hamilton and London
- Financial Capacity; Asset Base
- MNO, ONWA and OFIFC provide enormous political and policy support
- HIC and BMO are partners



169 Spring Street
Sault Ste. Marie, ON
P6A 3A3
(705)253-3129

Waabinong Head Start Family Resource Centre

Pre-School Readiness Program for Urban
Aboriginal Children

Started in March 1997

We Are

A Pre-School Learning Centre and licensed under the Day Nurseries Act. Our program coincides with the school year – September to June.

Our Mandate is

To assist Aboriginal Pre-School children prepare to enter big school

We Offer Programs

To Aboriginal children within the City of Sault Ste. Marie who are 2 years of age and up.

Enrol Your Child

We are funded under the Public Health Agency of Canada.

This is a FREE Program.



We Offer

- 2 Half- day programs from Monday to Thursday
- We provide a safe clean learning environment
- We have qualified Early Childhood Educators (ECE) on site at all times.
- Free transportation to and from the Centre
- Full Breakfast, Lunch, & Snack daily.

We Offer Programing in the following areas

- Culture & Language
- Education & School Readiness
- Health & Nutrition
- Social Support
- Parental & Family Involvement



Our 6 Components



Culture & Language

To instill in children and their families an appreciation for and to have positive attitude towards their language and culture. We offer relevant curriculum and activities regarding the history, medicine wheel, beliefs & language unique to our Anishinabek Culture.

Education

We promote & use the English-Ojibway Language, problem solving skills, creativity, artist development and memory skills in a conducive learning environment which is safe and caring for children.

Health



To ensure that the mental health, emotional, physical, spiritual, personal hygiene, injury prevention and healthy lifestyle needs of our children and their families are being met...

Nutrition

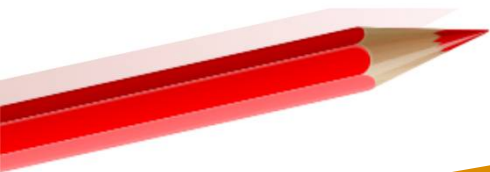
At Waabinong we provide our children with nutritional foods including natural and traditional foods to ensure their physical, emotional and intellectual needs are always being met.

Social Support

We practice intentional interventions that work together in a integrated way to promote safety, stability, well-being and permanency for children, youth and their families.

Parental Involvement

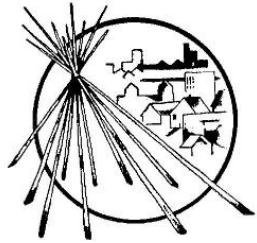
Parents and family members are always encouraged to become actively involved in all aspects of our program.



Chi-Miigwetch

Thank you





Neech-ke-Wehn Homes & Niwaakai'iganaanind Aboriginal Housing



- Neech-Ke-Wehn Homes Inc. & Niwaakai'iganaanind Aboriginal Housing is a community based urban Indigenous organization, that is a self-governing provider of safe and affordable housing for Indigenous people in Sault Ste. Marie.
- Neech-ke-Wehn was founded in 1982 and currently manages 121 units/ 84 properties throughout the City, with subsidized units consisting of mostly 2 & 3 bedroom units.
- In 2011, Niwaakai'iganaanind Aboriginal Housing was formed and in partnership with Ontario Aboriginal Housing Services and the Government of Ontario, constructed a 16 unit apartment complex in Sault Ste. Marie. It was funded under the First Nation, Inuit, Métis Urban & Rural Housing (FIMUR) Rental Component Program which offers one bedroom and studio apartments designated for Indigenous singles living in Sault Ste. Marie.

What we do:

- To establish, maintain, and operate housing units with priority given to those with Indigenous ancestry respecting our Anishinabe way of life.
- To create awareness within the community and public agencies of the need for quality housing for Indigenous people.
- To educate the Indigenous population and the general public on possible routes for improving housing for Indigenous people.
- To offer support and encouragement to Indigenous families through a holistic approach based on Indigenous teachings.
- Assist tenant families and individuals through one to one counselling.
- Assistance and referral to social services and agencies in response to tenant problems and needs.

INDIAN FRIENDSHIP CENTRE

Mission Statement: The Indian Friendship Centre is Sault Ste. Marie is guided by the teachings given by the Creator to the Indigenous People. These teachings will unite us in harmony as we build a strong, proud community for seven generations.

Values

- The physical, mental, spiritual, and social well-being of all
- The dedication and commitment of people who share their wisdom and knowledge for the betterment of our community
- Respects the uniqueness of individuals, and our special relation with all of Creation

Beliefs:

- In providing a safe and secure environment for the people we serve
- In the freedom of the individual's right to choose their beliefs
- In the equality of all ages and races
- In promoting the wholistic approach to a healthier way of life, and
- In reinforcement and revitalization and our Indigenous heritage

CHILDREN SERVICES

- INDIGENOUS HEALTHY BABIES HEALTHY CHILDREN
- INDIGENOUS FAMILY SUPPORT I & FAMILY SUPPORT II
- INDIGENOUS PRENATAL NUTRITION PROGRAM

MENTAL HEALTH AND ADDICTIONS

- AKWE:GO & AKWE:GO ENHANCED
- WASA-NABIN (TO LOOK AHEAD)

LEGAL SERVICES

- Indigenous Family Court Worker
- Indigenous Criminal Court Worker

HOUSING

- REACHING HOME PROGRAM
- HOMEWARD BOUND

INDIGENOUS COMMUNITY HEALTH AND PRIMARY CARE

- Indigenous Healthy Kids
- Urban Indigenous Healthy Living
- N'Mninoeyaa Health Access Centre

ELDER SERVICES

- LIFE LONG CARE



CULTURAL PROGRAMS – MOVING FORWARD

- INDIGENOUS COMMUNITY CULTURAL RESOURCE COORDINATOR
- KIZHAAY ANISHINAABE NIIN PROGRAM (I'M A KIND MAN)

EDUCATION & EMPLOYMENT

- YOUTH APATISWIN – INDIGENOUS EMPLOYMENT AND TRAINING
- KINA AWIIYA HIGH SCHOOL
- NIIN SAKAAN SKILLS DEVELOPMENT – LITERACY



September 18, 2019

Mayor & Fellow Councilors,

I am pleased to offer my voice in support of the Memorandum of Understanding (MOU) between the City of SSM and the Urban Indigenous Hub and Housing Development Roundtable for the development of the former 'Gateway' lands south of Bay St.

By working with an established public developer, this proposed development will provide many benefits to the people of Sault Ste Marie. Assessment growth, Downtown residential density, the remediation of former industrial lands, the establishment of a shared Downtown park/green space, new cultural space, expanded health care services and more housing are just to name a few.

The importance of this project and the significance of these lands to local Indigenous nations should be honoured by our community. The headwaters of Bawaating have been a place of leadership for generations. This history is a valuable part of the story for everyone who lives here and this project can play a role in helping to recognize this fact.

I am excited to celebrate the first step of the signing of the MOU and look forward to seeing this project become an important part of the renewal of the greater Downtown area!

Sincerely,

A handwritten signature in blue ink, appearing to read "Luke Dufour".

Luke Dufour, City Councillor
Ward 2



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

COUNCIL REPORT

September 23, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-16-19-Z 20 and 22 Blake Avenue

PURPOSE

The applicant is seeking to rezone the subject properties to permit unpaved driveway access between Phi Dental (23 Great Northern Road) and Blake Avenue.

PROPOSED CHANGE

The applicant, Dr. Lawrence Chong, is requesting a rezoning to amend the existing General Commercial Zone with a special exception (C4.S200) to permit unpaved access between Blake Avenue and 23 Great Northern Road.

SUBJECT PROPERTIES

- Location – located on the east side of Blake Avenue, approximately 140 metres north of McNabb Street and having civic numbers 20 and 22 Blake Avenue.
- Combined lot dimensions – approximately 22 metres of frontage along Blake Avenue with a depth of 34 metres.
- Combined lot size – approximately 0.187 acres.
- Present use – vacant.
- Owner – 2383954 Ontario Limited.

BACKGROUND

In 2004, City Council approved an application to amend the Official Plan and Zoning By-law to permit commercial uses at 12, 14, 20 and 22 Blake Avenue. The intention of the application was to allow these parcels to be used in conjunction with Algoma Auto Sales located at 23 Great Northern Road. Council approved the application but prohibited access onto Blake Avenue.

The relationship between Blake Avenue and Great Northern Road's commercial uses can be traced back to the 1970s. Due to the relatively narrow depths of the commercial properties along this portion of Great Northern Road, businesses began purchasing abutting residential properties on the east side of Blake Avenue in order to expand.

In recognizing this trend, in 2006, City Council approved a number of recommendations for the east side of Blake Avenue between McNabb Street and Wawanosh Avenue. Recommendations included amending the Official Plan to re-designate the area from Residential to Commercial. Access onto Blake Avenue was prohibited with the understanding that the restriction could be waived on a case-by-case basis pending a rezoning application. The significance of this decision was that it recognized and accepted this portion of Blake Avenue as an area of transition from residential to commercial uses.

ANALYSIS

The Official Plan (OP)

The subject properties are designated “Commercial” on Land Use Schedule “C” of the Official Plan. The proposal to permit commercial access onto Blake Avenue conforms with the Commercial Policies contained within the OP.

Zoning

The subject properties are zoned General Commercial Zone (C4.S200), with a special exception that prohibits access onto Blake Avenue and requires a fence along the Blake Avenue frontage.

Provincial Policies

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council’s decision to be consistent with the PPS.

The PPS promotes building strong and healthy communities and avoiding development and land use patterns which may cause environmental or public health and safety concerns. Promoting opportunities for economic development and community investment-readiness is also promoted for long-term economic prosperity.

This proposal and Planning staff’s recommendation promotes a compatible transition from commercial to residential. Improving traffic access is economically advantageous for businesses, thereby enhancing the community’s long term economic prosperity.

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council’s decision to conform, or not conflict, with the Growth Plan. This proposal does not conflict with any of the Plan’s policies.

Comments

The applicant has indicated their staff and clients often encounter difficulties when attempting to turn north onto Great Northern Road from the medical office (Phi Dental). The applicant believes an alternative access point onto Blake Avenue will improve safety.

The following matters are considered as part of the review of this application:

Traffic Capacity of Blake Avenue

The ability of Blake Avenue to safely accommodate increased vehicular traffic from the proposed access.

Traffic data for Blake Avenue between McNabb and Stevens Streets was captured in August 2018. 500 to 600 cars travel along this segment of Blake Avenue on a typical weekday. The applicant notes the medical office typically sees 60 patients daily and anticipates approximately 20 vehicles utilizing the proposed access.

According to Engineering Services, from a traffic capacity perspective, Blake Avenue can accommodate this additional traffic.

Vehicle Short-Cutting

Given the numerous road connections between Blake Avenue and Great Northern Road, vehicles cutting through the parking lot is not anticipated to be a major concern. Having said this, it is noted that the proposed access point onto Blake Avenue (which utilizes a former residential driveway) is aligned with the main access onto Great Northern Road. With this in mind, Engineering Services has recommended measures such as the installation of a gate at the Blake Avenue access, which can be closed to prevent after hours cut-through traffic.

Upgrading Blake Avenue

The Official Plan re-designation in 2006 acknowledged that a commercialized Blake Avenue would generate more traffic. It was recommended that Public Works and Transportation regularly monitor traffic on Blake Avenue between McNabb Street and Oryme Avenue, and that when traffic counts warrant, upgrade Blake Avenue from a Class B to a Class A road. Class A roads are asphalt with curbs and storm sewers. Blake Avenue is a surface treated road with shallow roadside swales. Further discussions with Engineering Services notes that at present, Blake Avenue is identified in the City's Road Management System as 1 of 250 "deficient roads" in the community. This rating includes the state of the roadway as well as underground infrastructure.

There is no explicit threshold for upgrading a road to Class A. The City's Traffic Calming Policy identifies 750 vehicles per day as one of the indicators to consider implementing traffic calming measures. As previously mentioned, this portion of Blake Avenue currently accommodates less than 600 vehicles per day and the additional 20 vehicles anticipated from this proposal will not have a significant impact.

It is however recognized that approval of this application may set a precedent for additional applications seeking access onto Blake Avenue. The cumulative impacts of additional commercial access onto this street would increase traffic and there are no

sidewalks along Blake Avenue. At some point, as future applications arise, the upgrading of Blake Avenue to Class A with pedestrian facilities should be further explored.

Traffic concerns and pedestrian safety have already been raised on the portion of Blake Avenue north of Wawanosh Avenue.

On July 15, 2019 City Council passed the following Resolution:

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas Blake Avenue is a residential street in a neighbourhood where many children ride their bikes, and people are out walking with or without pets; and

Whereas Blake Avenue from Wawanosh Avenue to Oryme Avenue runs parallel to Great Northern Road, and motorists travelling at high speeds are using Blake Avenue as a thoroughfare in order to avoid the traffic signals at Wawanosh Avenue and the heavy traffic on Great Northern Road; and

Whereas the residents recently requested a traffic calming assessment which found that their street was not eligible for speed bumps because it does not have a sidewalk

Now Therefore Be It Resolved that the Public Works and Engineering Services consider options that would slow traffic down and make the street safer for pedestrian use, such as a lower speed limit, construction of a sidewalk, and/or the use of signage, etc. and report back to Council.

There appears to be a greater immediate potential for additional commercial access points and thus traffic, upon the portion of Blake Avenue south of Wawanosh. Therefore, it is recommended that the Resolution be amended to include all of Blake Avenue.

Paving of Driveway

This proposal specifically requests approval of an unpaved access. Section 11(1) of Streets By-law 2008-131 requires a paved access in this instance. It is generally recommended that commercial access points be paved. Unpaved driveways create additional off-site impacts such as dust and the tracking of gravel onto the travelled portion of the roadway. Therefore, Planning staff recommends that the driveway connecting Blake Avenue to the existing paved parking area be paved.

Existing Commercial Access onto Blake Avenue

Between Wawanosh Avenue and McNabb Street there are 6 existing commercial access points onto the east side of Blake Avenue. There are no commercial access points north of Wawanosh Avenue. On a preliminary basis, it would appear that 2 of these driveways

may have been constructed without the benefit of proper approvals. Planning and Building staff will review for possible enforcement.

Public Comments and Neighbourhood Meeting

The applicant held a neighbourhood meeting on September 10, 2019 at 23 Great Northern Road (Phi Dental). The meeting was attended by two residents who raised the following concerns:

Buffering along Blake Avenue. One resident preferred the applicant's current "wild" landscaping and made specific reference to the aesthetic appeal and functional use as noise and visual buffer against the parking area and Great Northern Road. Another resident expressed preference for a more manicured lawn. The applicant stated that he had no intention of removing the landscaping, except for the portion to be used as access.

The existing 1.8m wooden fence satisfies the buffering requirements of Zoning By-law 2005-150. Located on the lot line, any additional tree planting or landscaping in front of the fence would require a license of occupation. Given the neighbour's general acceptance of the existing landscaping, coupled with the fact that the access point does not increase usage of the parking area behind the fence, additional landscaping is not recommended at this time.

Headlight glare from vehicles exiting the proposed access can be disruptive to neighbours. As previously discussed, the applicant is requesting the Blake Avenue access to alleviate safety concerns related to high traffic volumes along Great Northern Road, which peak during daytime hours. Early morning and late night traffic volumes along Great Northern Road are far less. At these times it is anticipated that the majority of vehicles would simply use the Great Northern Road access. Furthermore, while it is recognized that zoning by-laws cannot regulate hours of operation, in this case, the medical office operates on standard business hours. It is therefore Planning Staff's opinion that headlight glare during late hours or early mornings will not be an issue.

Additional traffic on Blake Avenue could pose a safety risk due to a lack of sidewalks. The proposed access will have minimal impact on existing traffic conditions along Blake Avenue. The much broader issue of pedestrian safety should be further explored by Public Works and Engineering Services in response to City Council's July 15, 2019 Resolution. Having said this, it is Planning Staff's opinion that the impacts associated with this particular application (approximately 20 vehicles per day) will be negligible.

Approval of this application will be precedent setting. It is recognized that additional applications to permit commercial access are likely, and the existing Class B roadway may not be ideal. Existing traffic volumes do not warrant an upgrade based solely upon this particular application. Therefore, it is recommended that Council's July 15, 2019 Resolution be amended to include the portion of Blake Avenue south of Wawanosh Avenue.

At the time of writing this report, no other comments were received by Planning staff.

Circulated Agencies

The following Departments/Agencies reviewed this application as part of the consultation process:

- No Comment or no objection: Legal, Community Development & Enterprise Services, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc., and Building Division.
- Engineering Services notes
 - Blake Street is a surface treated road with ditches and no sidewalk. In the City's Road Management System, this section of Blake Avenue is in the deficient category; however, it is included in 2019 surface treatment program.
 - The annual average daily traffic count for this section of Blake Avenue is less than 600 vehicles per day and the 85 percentile speed is 50 km/hr. from the traffic capacity perspective, the road has capacity to accommodate this development.
 - It appears that the proposed entrance will use an existing driveway and culvert. If a new entrance is proposed, a culvert fee may apply.
 - If there is to be an increase in impervious area, stormwater management may be required.
 - Owner should consider traffic calming within parking to prevent "cut-through" traffic. (e.g. gates, speed tables, etc.).

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances at this particular time, however it is recognized that future applications of this nature may necessitate the need to upgrade Blake Avenue.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant is seeking to rezone 20 and 22 Blake Avenue to permit unpaved driveway access between Phi Dental (23 Great Northern Road) and Blake Avenue. Although no significant objections have been raised by neighbours in relation to this particular application, a number of matters need to be addressed.

1. Unpaved access – Planning staff cannot support unpaved access, and it is recommended that approval be conditional upon the access point being paved, from Blake Avenue to the paved portion of the parking lot.

2. Potential future applications and the current 'Class B' design of Blake Avenue – This particular application and the resulting +/- 20 vehicles that will access Blake Avenue will have negligible impacts, however it is recognized that the cumulative effect of future access points might reach a threshold warranting upgrades to Blake Avenue. It is therefore recommended that City Council's July 15th, 2019 Resolution, as referenced earlier in this report, be amended to include the portion of Blake Avenue south of Wawanosh Avenue.
3. The implementation of traffic calming measures on-site – Engineering comments recommend the implementation of on-site traffic calming measures, such as speed bumps/tables. These are intended to reduce not only cut through traffic, but also the speed at which such traffic would traverse the parking area. Although not necessary as a condition of approval, it would be prudent for the applicant to consider some form of on-site traffic calming in order to ensure greater safety within the parking lot.

The subject properties are subject to Site Plan Control and a registered site plan agreement exists. Paving and on-site traffic calming can be addressed through the site plan control amendment process.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner Dated 2019 09 23 concerning rezoning application A-16-19-Z be received, and that City Council approve the application and rezone the subject properties from General Commercial Zone, with a special exception (C4.S200) to General Commercial Zone, with an amended special exception (C4.S200) to permit access between Blake Avenue and 23 Great Northern Road, subject to the following conditions:

1. That the driveway between the travelled (paved) portion of Blake Avenue and the existing paved parking area be paved; and
2. That the access point onto Blake Avenue be limited to a *Medical Office* use only.

Furthermore, it is recommended that Council's Resolution dated July 15, 2019 concerning Blake Avenue north of Wawanosh be amended to include all of Blake Avenue.

Respectfully submitted,



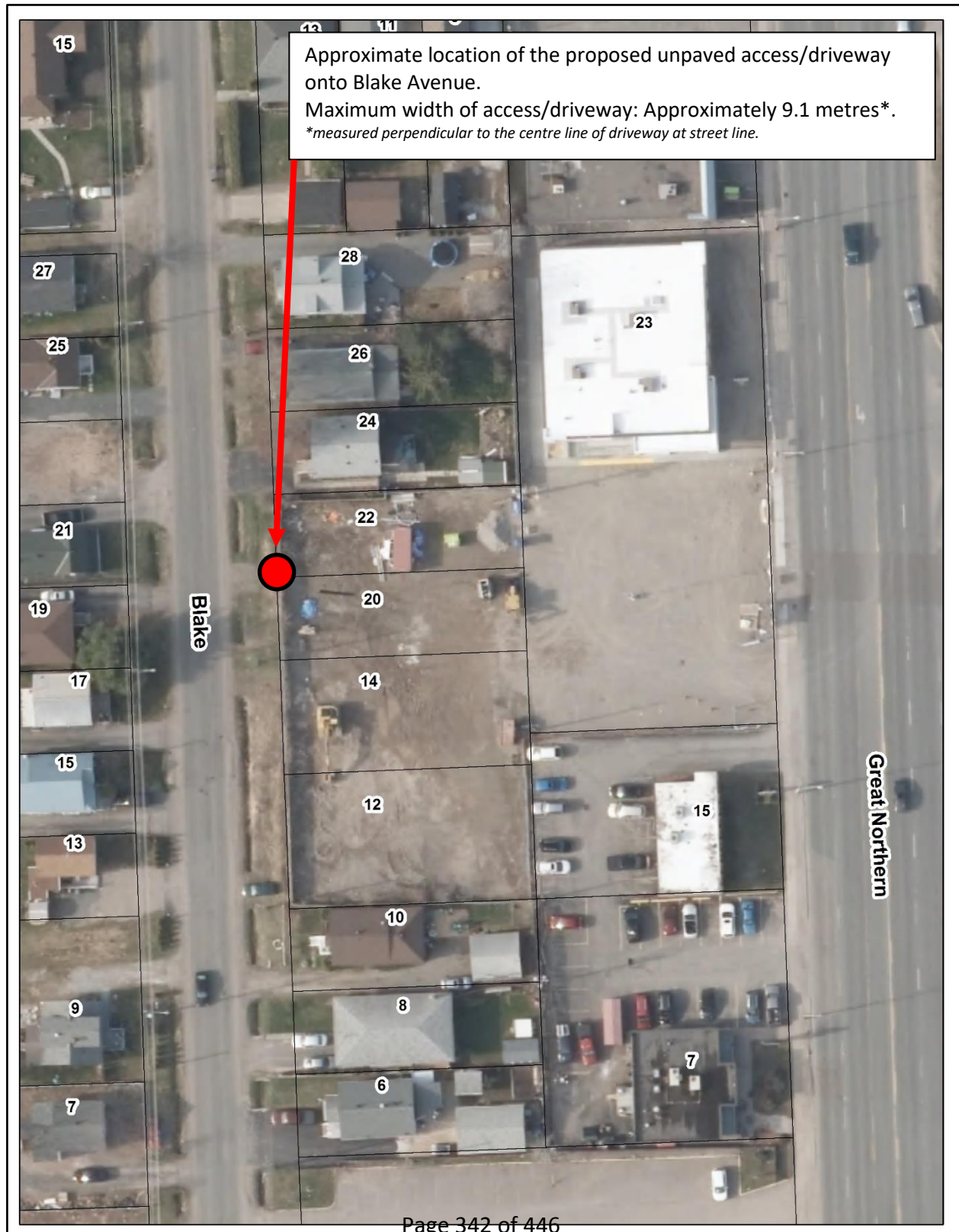
Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca

Concept of Blake Avenue Access



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



**Public Works &
Engineering Services**

2019 09 13

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-16-19-Z
20, 22 Blake Avenue
2383954 Ontario Ltd. (c/o Lawrence Chong)

The Engineering Division has reviewed the above noted application and provides the following:

- Blake Street is a surface treated road with ditches and no sidewalk. In the City's Road Management system, this section of Blake Avenue is in the deficient category; however, it is included in 2019 surface treatment program.
- The annual average daily traffic count for this section of Blake Avenue is less than 600 vehicles/day. and the 85 percentile speed is 50 km/hr. From the traffic capacity perspective, the road has capacity to accommodate this development.
- It appears that the proposed entrance will use an existing driveway and culvert. If a new entrance is proposed, a culvert fee may apply.
- If there is to be an increase in impervious area, stormwater management may be required.
- Owner should consider traffic calming within parking to prevent "cut-through" traffic. (e.g. gates speed tables, etc.)

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'Maggie McAuley'.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

**Subject
Property**

Stevens Street

Blake Avenue

Canadian Tire Entrance

Great Northern Road

Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-16-19-Z 20 and 22 Blake Street (Chong)\GIS and Maps\Maps\A-16-19-Z_AerialMap_August2019_8x11_V1.mxd

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 20/22 Blake Avenue
 Roll No.: 030046034000000/030046033000000
 Map No.: 42/1-49
 Application No.: A-16-19-Z
 Date Created: August 21, 2019

Legal Department Reference

Legend

-  Subject Property - 20/22 Blake Avenue
 Parcel Fabric

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**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saaltstemarkie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour

Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters
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**Subject
Property**

Stevens Street

Blake Avenue

Canadian Tire Entrance

Great Northern Road

Document Path: G:\Applications\2017 - Present\2019\Zoning\A-16-19-Z 20 and 22 Blake Street\Chong GIS and Maps\Maps\A-16-19-Z_SubjectPropertyMap_August2019_3x11_V1.mxd

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☐ Existing Zoning ☐ Aerial Image
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 Parcel Fabric

Page 345 of 446



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saaltstemarkie.ca | 705-759-5368 | planning@cityssm.on.ca

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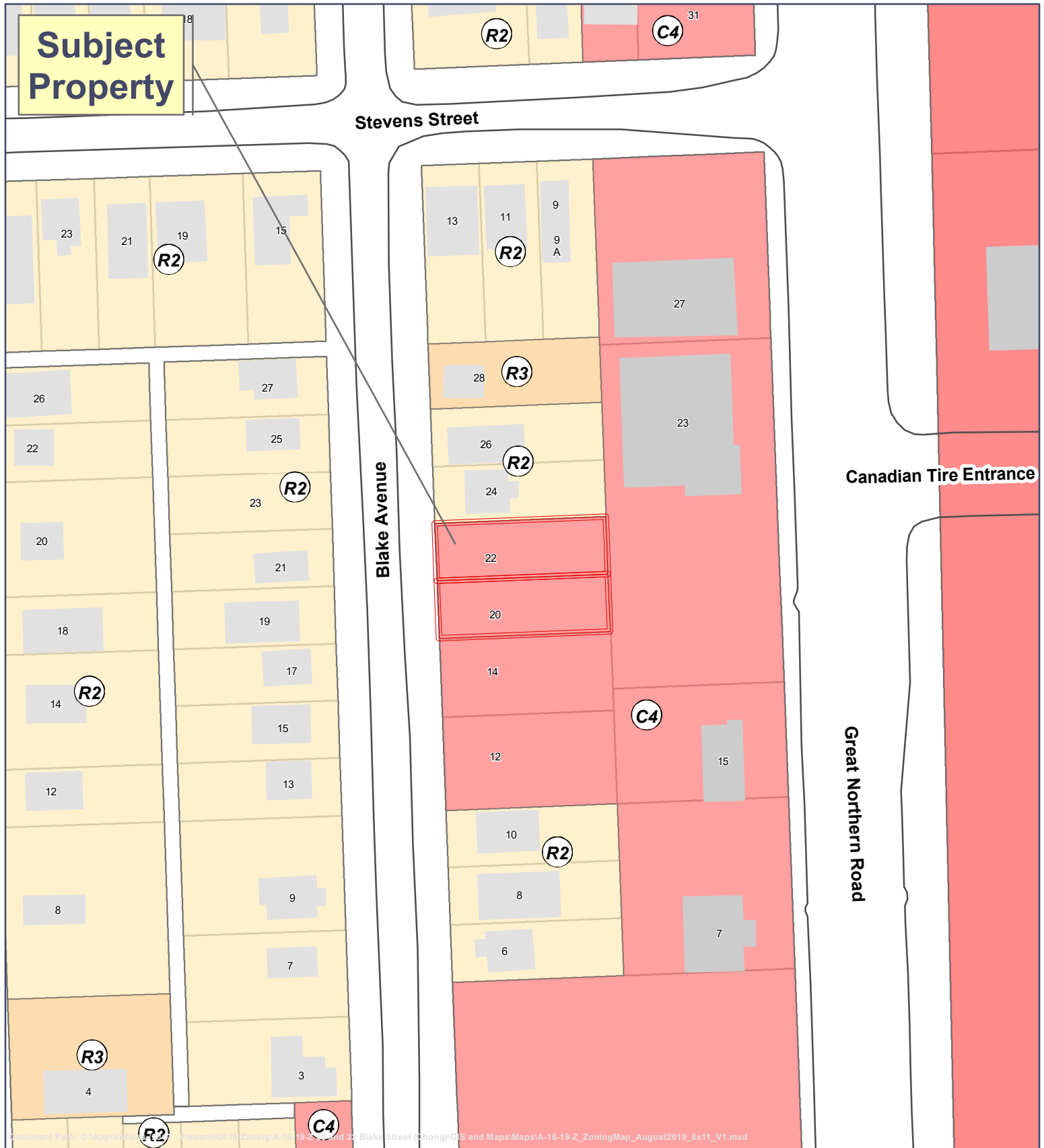
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters
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Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☒ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legend <table border="0"> <tr> <td>C1 - Traditional Commercial Zone</td> <td>R3 - Low Density Residential Zone</td> </tr> <tr> <td>C2 - Central Commercial Zone</td> <td>R4 - Medium Density Residential Zone</td> </tr> <tr> <td>CT2 - Commercial Transitional Zone</td> <td>R5 - High Density Residential Zone</td> </tr> <tr> <td>C3 - Riverfront Zone; C3hp</td> <td>R6 - Mobile Home Residential Zone</td> </tr> <tr> <td>C4 - General Commercial Zone; C4hp</td> <td>I - Institutional Zone</td> </tr> <tr> <td>C5 - Shopping Centre Zone</td> <td>EM - Environmental Management Zone</td> </tr> <tr> <td>HZ - Highway Zone</td> <td>PR - Parks and Recreation Zone</td> </tr> <tr> <td>M1 - Light Industrial Zone</td> <td>RA - Rural Area Zone</td> </tr> <tr> <td>M2 - Medium Industrial Zone; M2hp</td> <td>RP - Rural Precambrian Uplands Zone</td> </tr> <tr> <td>M3 - Heavy Industrial Zone</td> <td>REX - Rural Aggregate Extraction Zone</td> </tr> <tr> <td>R1 - Estate Residential Zone</td> <td>AIR - Airport Zone</td> </tr> <tr> <td>R2 - Single Detached Residential Zone; R2hp</td> <td>Named Use - Commercial Dock</td> </tr> </table>	C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone	C2 - Central Commercial Zone	R4 - Medium Density Residential Zone	CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone	C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone	C4 - General Commercial Zone; C4hp	I - Institutional Zone	C5 - Shopping Centre Zone	EM - Environmental Management Zone	HZ - Highway Zone	PR - Parks and Recreation Zone	M1 - Light Industrial Zone	RA - Rural Area Zone	M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone	M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone	R1 - Estate Residential Zone	AIR - Airport Zone	R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock	SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstемarie.ca 705-759-5368 planning@cityssm.on.ca <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 5 10 20 Meters 1:1,000 Page 346 of 446
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-161

BUILDING: (B1) A By-law to amend Schedule “A” to By-law 2008-148 (being a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23*, and amendments thereto, **ENACTS** as follows:

1. **BY-LAW 2008-148 AMENDED**

By-law 2008-148 is amended by deleting Schedule “A” and replacing it 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 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-161 AMEND BUILDING BY-LAW 2008-148 SCHEDULE A.DOC

SCHEDULE "A"

All fees are as set out in the Annual User Fee By-law as amended from time to time.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-163

REGULATIONS: (R1.21) A by-law to amend By-law 2012-129 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie) (Cemeteries).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **BY-LAW 2012-129 AMENDED**

By-law 2012-129 is amended as follows:

Schedule "A" Page 3,

Contribution Levels to the Care and Maintenance Fund – Markers (as prescribed by the *Funeral, Burial and Cremation Services Act*):

(a) Delete:

"Flat marker measuring less than 1,116.3 sq. m. (173 sq. in.)	\$ 0.00
Flat marker measuring over 1,116.3 sq.m. (173 sq.in.)	\$50.00
Upright monument measuring more than 1.22 m. (4 ft.) or less in height or length, including the base	\$100.00
Upright monument measuring more than 1.22m. (4 ft.) either in height or length, including the base	\$200.00"

and

(b) Insert:

"Fees as set out in the Annual User Fee By-law as updated from time to time."

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-163 AMEND CEMETERIES 2012-129.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-164

PAYDAY LOAN BUSINESS LICENCING: (R1.77) A by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie.

WHEREAS the Province of Ontario has given municipalities the power to regulate the pay-day lending industry;

AND WHEREAS Part IV of the *Municipal Act*, 2001 allows the enactment of by-laws to license, regulate and govern businesses, and to impose conditions on the obtaining, holding and keeping of licences to carry on such businesses;

AND WHEREAS specifically subsections 151.1(1) & (2) of the *Municipal Act*, 2001 authorizes the City of Sault Ste. Marie to define the location and limit the number of payday loan establishments;

AND WHEREAS pursuant to section 10 of the *Municipal Act*, 2001, a municipality has the broad authority to pass by-laws pertaining to social well-being, protection of persons and property, including consumer protection, and business licensing;

AND WHEREAS Council wishes to exercise its powers over businesses, the persons carrying on or involved in the operation of the businesses including the powers to impose conditions on the obtaining, holding or renewing of licences and for the suspension, denial and revocation of licences as this By-law and the *Municipal Act*, 2001 provide;

AND WHEREAS the regulation of the businesses in this By-law, the requirement for a licence and the imposition of such conditions will aid in the application and enforcement of this By-law and other laws so as to assist in allowing, amongst other things, for the identification and qualification of the persons responsible for the operation of the business, the identification of the location of businesses, the regulation and inspection of equipment, vehicles, premises and other property used to carry on business, and allowing for the protection of persons dealing with or affected by such businesses and persons;

AND WHEREAS Council supports imposing a reasonable fee to assist in the recovery of costs associate with preparing this By-law, issuing licences, and enforcing this By-law;

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

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1. DEFINITIONS

In this Schedule:

“applicant” means a person applying for a licence or renewal of a licence thereof under this By-law;

“chartered bank annual consumer loan rate” means the most recent chartered bank – consumer loan rate set out in Table 10-10-0122-01 of the Bank of Canada Financial Market Statistics;

“City” means the Corporation of the City of Sault Ste. Marie;

“Council” means the Council of the City of Sault Ste. Marie;

“payday loan business” means a person or entity licensed as a lender or a loan broker under the *Payday Loans Act*, 2008, S.O. 2008, c.9;

“Person” includes an individual, partnership, corporation, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

“Clerk” means the City Clerk for the Corporation of the City of Sault Ste. Marie, a delegate or assigned.

2. ADMINISTRATION

2.2. The Clerk, or their designate, shall be responsible for the administration of this by-law and shall be the Issuer of Licences under this by-law.

3. LICENSING

3.1 Licensee

- (1) Every payday loan business shall hold the applicable current and valid licence under this By-law.
- (2) Before a licence may be issued, every applicant for a licence shall submit, for approval of the Clerk, or their designate:
 - (a) Proof of a current and valid licence as a lender or a loan broker under the *Payday Loans Act*;
 - (b) Pay the sums of moneys for a licence as set out in Schedule "A" of this By-law.
 - (c) Complete the prescribed forms;

(d) Each municipality in Ontario in which he/she has carried on business in the year immediately preceding his/her application for a Licence and where the Applicant is a limited company the names and addresses of all the officers of the company shall be disclosed;

(e) Whether he/she, a partner or a corporation of which he/she is an officer or director has been convicted of an offence under a by-law passed by another municipality regulating the types of businesses described herein this bylaw or the *Business Practices Act*, R.S.O. 1990, chapter B. 18; and,

(f) A Criminal Record Check, in the name of the individual owner of the payday loan business, or, if a partnership or corporation, in the name of the manager of the payday loan business, with a piece of supporting government photo identification.

(h) Furnish to the Clerk any such additional information as the Clerk may direct to be furnished.

3.2 Licensor

- (1) The Clerk, or their designate, shall, upon receipt of an application for a Licence, make or cause to be made all investigations required by law or by the City relative to such application.
- (2) In the event that the applicant has been convicted of an offence relating to fraud, theft or a violation of the *Payday Loan Act* or any other payday loan by-law in another municipality, the Sault Ste. Marie Police Services may recommend that a Licence not be issued to the Applicant.
- (3) The Clerk, or their designate, shall on behalf of the City sign all Licences issued by it pursuant to this by-law and their signature may be printed or mechanically reproduced on each Licence issued, and such Licence shall be in such form as the City may, from time to time, designate.

3.3 Issuance of Licence

- (1) If, after making the inquiries required under this by-law, the Clerk, or their designate, is satisfied that a Licence should be issued the Clerk, or their designate, shall issue a Licence to the applicant.
- (2) If, after making the inquiries required under this by-law, the Clerk, or their designate, is of the opinion that a Licence should not be issued, the Clerk, or their designate, shall so advise the applicant in writing. The applicant may, within fourteen (14) days of being so advised, request that the matter of the issuance of the Licence be referred to Council for a final determination of whether a Licence should be issued.

3.3 Cancellation or Revocation of Licence

- (1) Any Licence issued pursuant to the provisions of this by-law may be revoked or cancelled at any time by the Clerk, without notice, subject to the provisions of the *Statutory Powers Procedures Act*, R.S.O. 1990, c S.22 and the *Municipal Act, 2001*, S.O. 2001, c. 25:

- a. For any reason that would disentitle the holder of the Licence if he or she were an applicant;
 - b. If the information in the application is false;
 - c. If the operation of the Licencee's business is or will not be carried on in compliance with the law;
 - d. If the conduct of the Licencee is calculated to mislead, deceive, or intimidate the public, or in a manner contrary to the provisions of this by-law.
- (2) Upon cancellation or revocation of a Licence, the Licencee shall return to the Clerk, or his/her designate, all Licence certificates and licence plates, badges and other indicia issued by the City with reference to such Licence.

3.4 Lost Licences

- (1) Upon the Clerk, or his/her designate, being satisfied that a Licence has been lost and that the Applicant for a new Licence form has made a diligent search therefor and is making application for a new Licence form in good faith, and if such Applicant undertakes in writing to the Clerk, or his/her designate, to surrender the lost Licence form to him if found, the Clerk, or his/her designate, may issue a duplicate Licence to such applicant which shall consist of a true copy of the original Licence upon which the word "duplicate" is endorsed over the signature of the Clerk, or his/her designate. A fee as per Schedule "A" of this By-law shall be charged for any replacement Licence issued.

3.5 Transfer Not Permitted

- (1) No person shall enjoy a vested right in the continuance of a Licence and upon the issue, renewal, transfer or suspension thereof, the value of a Licence shall be the property of the City.
- (2) No Licence shall be transferred except upon the written approval of Council.

3.6 Partnership

- (1) Where two or more persons carry on or engage in partnership in business, the Licence may be issued in the name of one partner only, but when the application for Licence is made, the name and address of each member of the partnership shall be set out therein.
- (2) Where a business is carried on under a name other than that of the Licencee, the Licence shall nonetheless be issued in the name of the Licencee, but there shall be endorsed thereon the name under which the business is carried on and no person shall carry on any such business under any name other than a name so endorsed upon the Licence.

4. LOCATION

- (1) No new payday loan business shall be issued a licence for a location that would not be a permitted use per City Zoning By-law 2005-150, as amended.

- (2) No payday loan business shall be located and no payday loan business licence shall be issued except for in areas as permitted by subsections 4(4) and 4(6)
- (3) No more than 10 payday loan business licenses shall be issued.
- (4) Council may consider a request to increase the maximum number of 10 payday loan businesses should the maximum number be reached.

5. RESPONSIBILITIES OF LICENCEE

- (1) Every person obtaining a Licence under this by-law, where the same applies to a place or premises used in the carrying on of the business, shall keep the Licence posted up in a conspicuous place on the business premises in respect of which the Licence is issued, and every person so Licenced shall, when so requested by any member of the Sault Ste. Marie Police Service, a Municipal By-law Enforcement Officer, or the Clerk, or their designate, produce a Licence for inspection.
- (2) Every person obtaining a Licence under this by-law, where the same applies to the occupation of such person, shall carry his/her Licence with him when engaged in the occupation for which the Licence is issued, and every person so Licenced shall, when so requested by any member of the Sault Ste. Marie Police Services, Municipal By-law Enforcement Officer, or Clerk, or their designate, produce a Licence for inspection.
- (3) Every person shall renew a required Licence prior to the date of expiry.

6. REQUIRED SIGNAGE

6.1 Poster for Rates

(1) Every payday loan business shall display a poster at each of the offices authorized by its *Payday Loans Act*, 2008 licence that:

- (a) is in both official languages;
- (b) is visible to any person immediately upon entering the office;
- (c) is of a minimum size of 61 centimetres in width by 91 centimeters in length; and
- (d) consists of:
 - (i) in 144 point font, a heading setting out the words “Our Annual Interest Rate” and the amount of the payday loan business’s annual interest rate, which may be

shown on a replaceable card attached to the face of the poster or by any other similar means, immediately below the heading;

(ii) in 144 point font, a heading setting out the words “Chartered Bank – Annual Consumer Loan Rate” and the chartered bank annual consumer loan rate, which may be shown on a replaceable card attached to the face of the poster, immediately below the heading; and

(iii) in 34 point font and below 6.1(1)(e)(i) and 6.1(1)(e)(ii) the words “This poster is required pursuant to the City of Sault Ste. Marie’s Payday Loan By-law 2019-164.”

6.2 Poster for Credit Counselling

(1) Every payday loan business shall display a poster at each of the offices authorized by its *Payday Loans Act*, 2008 licence that:

(a) is in both official languages;

(b) is visible to any person immediately upon entering the office;

(c) is of a minimum size of 61 centimetres in width by 91 centimeters in length; and

(d) consists of:

(i) in 144 point font, a heading setting out the words “Credit Counselling”;

(ii) in 144 point font, a heading setting out the word “Contact” followed by one or more of the following credit counselling agencies:

(1) Credit Counselling Canada,

(2) Canadian Association of Credit Counselling Services,

(3) Ontario Association of Credit Counselling Services,

(4) Canadian Association of Independent Credit Counselling Agencies, together with their respective telephone number and email address; and

(iii) in 34 point font and below 6.2(1)(e)(i) and 6.2(1)(e)(ii) the words “This poster is required pursuant to the City of Sault Ste. Marie’s Payday Loan By-law 2019-164.”

6.3 Credit Counselling Information

(1) Every payday loan business shall ensure that each person who attends at its offices is given, immediately upon him or her expressing an interest in a loan, a credit-counselling brochure as approved by the City in passing this by-law.

7. ADMINISTRATION AND ENFORCEMENT

7.1 Enforcement Agency

- (1) The Sault Ste. Marie Police Service and the City's Municipal By-law Enforcement Officer(s), or a designate, shall be responsible for the enforcement of this by-law.

7.2 Inspections and Re-inspections

- (1) The Sault Ste. Marie Police Service, a Municipal By-law Enforcement Officer or any person acting under those persons, or any person authorized by the City may at reasonable times during business hours inspect as much of any place or premises carrying on any business in respect of which a person has or is required to have a Licence.
- (2) When a re-inspection is required to confirm compliance with the provisions of this by-law a fee in the amount set out in Schedule "A" of this by-law shall be charged.

7.3 Offences and Penalties

- (1) Any person violating any of the provisions of this by-law shall be subject to a penalty of not more than \$5,000.00, exclusive of costs, and all such penalties shall be recoverable under the *Provincial Offences Act*, R.S.O. 1990, c. P.33.
- (2) For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.

8. ENACTMENT

8.1 Interpretation

- (1) In this by-law, unless the context otherwise requires, words importing the singular member shall include the plural and words importing the masculine shall include the feminine.

8.2 Conflict

- (1) In the case of a conflict between the provisions of this by-law and any other municipal by-law, the provisions of this by-law shall prevail.

8.3 Severances

- (1) If any section, subsection, sentence, clause, phrase or provision of this bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the by-law. The City hereby declares that it would have passed this by-law and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

8.4 Effective Date

- (1) This by-law shall be effective on the date of its final passing and any payday loan business within the City shall have six (6) months from such date to comply with all requirements.

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" – FEE SCHEDULE

Payday loan annual licensing fee	\$1000.00
Re-inspection fee	\$100.00
Replacement fee for lost licence	\$50.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-165

AGREEMENT: (C3) A by-law to authorize the execution of the Amending Agreement between the City and The Sault Ste. Marie Insectarium for funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated January 1, 2019 between the City and The Sault Ste. Marie Insectarium, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

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 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE AMENDED FUNDING AGREEMENT

THE AGREEMENT is effective as of the 1st day of January 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

THE SAULT STE. MARIE INSECTARIUM

(hereinafter referred to as the "Recipient")

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient on a onetime basis for one full-time employee and to support rental costs at the Bush plane Heritage Centre in 2017;

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

AND WHEREAS the parties need an amendment to the original agreement to properly reflect the purchases that varied from the original agreement;

NOW THEREFORE the parties hereto agree as follows:

1.1 Term

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 3.6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) are subject to City Council approval.

2.1 Use of Funds

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3.1 Funds Provided

The City shall:

- i. As per the original agreement, the Recipient will received up to \$78,000 (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A"
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a. Resides at a Canadian financial institution; and
 - b. Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.2 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.3 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount in excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

3.4 Payment

Funds will be released upon receipt of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims.

3.5 Accounting Records

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

3.6 Reports

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B"; and
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

4.1 Procurement

The selection of any third party vendors (i.e. contractors) by the Recipient to perform the project in full or in part for an amount greater than \$25,000 shall follow a formal tendering process including a written request for at least 3 proposals, evaluation of bids received and execution of a written agreement with the successful contractor.

5.1 Recognition

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

6.1 Insurance

The Recipient shall keep in force during the Term of this Agreement, liability insurance against claims for bodily injury, personal injury or property damage in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before March 1st, 2018 and as needed should the certificate expire.

7.1 Indemnity

The Recipient agrees to 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, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

8.1 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

9.1 Termination

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 8.1 herein shall apply.

10.1 Notice

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City of SSM:

Tom Vair
Deputy CAO Community Development & Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

John Dedes, President
The Sault Ste. Marie Insectarium
105 Bruce Street
Sault Ste. Marie, ON P6A 2X6

11.1 General Provisions

11.1.2 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

11.1.3 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

11.1.4 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

12.1 Execution of Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement the 23, September, 2019.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Date _____

Name and Title Mayor Christian Provenzano

By: _____

Date _____

Name and Title City Clerk Rachel Tyczinski

I/we have authority to bind the Corporation.

THE SAULT STE. MARIE INSECTARIUM

By: _____

Date _____

Name and Title _____

By: _____

Date _____

Name and Title _____

I/we have authority to bind the Corporation.

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Sault Ste Marie Insectarium is a project partnership envisioned by and led by John Dedes. It is a place where visitors discover the hidden and often misunderstood world of insects through live exhibits of insects from all over the world, with the aim of sparking a curiosity that leads to a passion for lifelong learning and discovery. The City provides funding dollars to assist with operating costs to ultimately support job creation, support the increase of new tax assessments through new investments and to support economic development projects.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits for the Executive Director as well as NOHFC interns and insect care staff	
Rent costs at the Mill Market	
Purchase of exotic insects for programming	
Total:	\$78,000

3. **MAXIMUM FUNDS** \$78,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 31, 2018	\$26,000
July 3, 2018	\$26,000
December 31, 2018	\$26,000

SCHEDULE "B" REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

1. Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
2. Written summary of Eligible Expenses, in the form provided in Schedule "C";
3. Final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community shall be submitted to the City within six months of project end date.

SCHEDULE "C"

SUMMARY OF ELIGIBLE EXPENSES

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-170

AGREEMENT: (AG74) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board authorizing the extension of the lease agreement regarding 65 Old Garden River Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and The Sault Ste. Marie District Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement authorizes the extension of the Lease Agreement regarding 65 Old Garden River Road.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS EXTENSION AGREEMENT made in duplicate this 1st day of January 2019

BETWEEN:

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE (hereinafter called the "City")**

OF THE FIRST PART

- AND -

**THE SAULT STE. MARIE DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD (hereinafter called the "DSSAB")**

OF THE SECOND PART

WHEREAS the City as the owner of lands and premises located at 65 Old Garden River Road;

AND WHEREAS DSSAB is responsible for the delivery of land ambulance services carried out under contract with the City of Sault Ste. Marie and operated by its Fire Services, EMS Division, hereinafter referred to as EMS;

AND WHEREAS it is both practical and desirable that EMS operate from the subject premises;

AND WHEREAS an Agreement for the above service between the City and DSSAB was entered for the period of January 1, 2008 to December 31, 2018, Schedule "A" hereto (hereinafter referred to as the "Agreement");

AND WHEREAS the Agreement has since expired, but the parties wish to continue to benefit from the provisions as stipulated in the Agreement and those as added in this Extension Agreement;

AND WHEREAS the Parties hereto acknowledge that the Agreement does not stipulate for such amendments, extensions, renewals, or other form of continuation;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. In accordance with this Extension Agreement, the Parties hereto agree to renew the Agreement for a term of one (1) year commencing January 1st, 2019 and ending on December 31, 2019 ("Current Term"). This Extension Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions except as provided for in Section 3, and include an agreed to CPI determination for the renewal year(s) ("Renewal Terms"), unless terminated by either party per Section 8 of this Extension Agreement.

2. For the Current Term, DSSAB agrees to pay rent to the City as set out in Section 2 of the Agreement and along the same terms and conditions, being the combined flat rental rate as calculated in 2018 plus HST and applicable CPI. The total amount payable for the Current Term shall be:

Re: Annual Lease Invoice to operate Ambulance Service out of the Regional Emergency Services Complex (RESC) at 65 Old Garden River Road from January 1 to December 31, 2019	Base Rent from 2018 before tax	\$148,920.19
	CPI 1.7 % (Dec 2018)	\$2,531.64
	Sub Total	\$151,451.83
	HST	\$19,688.74
	TOTAL TO BE INVOICED	\$171,140.57

The Parties acknowledge and agree that on January 30, 2019, DSSAB paid to the City in full the rent owed to the City under this Extension Agreement for the 2019 Current Term, in the amount of \$171,140.57.

3. For each and every Renewal Term (if applicable), the yearly rent payable shall be calculated as the previous year's combined "Subtotal Rent Payable" (being Base Rent plus applicable CPI), plus applicable CPI for the previous year, and thereafter HST on the Subtotal Rent Payable. For clarity sake, if the parties renew the lease for 2020, the rent payable for 2020 shall be calculated as follows:

Rent Payable for 2020

Base Rent Plus CPI for 2019	\$151,451.83
Applicable CPI (December 2019)	TBD

Subtotal	TBD
HST	13% of Subtotal
Total Invoiced for 2020	Subtotal plus HST

For each and every Renewal Term (if applicable), the City shall invoice DSSAB the total amount payable for the applicable year as set out herein, and DSSAB shall pay the total yearly rent payable to 'The Corporation of the City of Sault Ste. Marie' no later than the last day of January of the applicable Renewal Term year. The parties further acknowledge and agree that the Base Rent is calculated on the basis of DSSAB occupying 38.6% of the total space at 65 Old Garden River Road. In the event that DSSAB expresses a desire to occupy additional square footage at 65 Old Garden River Road for the Current Term or any other Renewal Term, and if so approved by the City, the parties acknowledge and agree that the Base Rent payable shall be recalculated on a prorata basis to reflect the increased space so occupied by the DSSAB.

4. It is agreed by the parties hereto that if the City ceases to provide ambulance service at any point in the future this Extension Agreement shall terminate forthwith.
5. DSSAB shall not assign this Extension Agreement without the written consent of the City.
6. DSSAB hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to this Extension Agreement or the Agreement.
7. To this end, DSSAB hereby acknowledges and agrees that the City shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that the City shall have full control over the City's defence and or response to such proceedings, and further, that all costs incurred by the City in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by DSSAB immediately upon demand by the City as incurred by the City.
8. DSSAB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and DSSAB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to DSSAB or to anyone for whom DSSAB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by DSSAB or any of the DSSAB's agents, employees and contractors in relation to or in connection with this Extension Agreement or the Agreement.
9. If either party wishes to terminate this Agreement, that party may do so by giving the other party three (3) months written notice of its intention to terminate. Unless terminated earlier, this Agreement shall terminate on December 31, 2019. If DSSAB wants to extend this Agreement beyond the said date, DSSAB shall give to the City at least three (3) months (for example, by September 30 of 2019) written notice of its intention to renegotiate a new agreement.

Notice to the City shall be provided to the Fire Chief, 72 Tancred St, Sault Ste. Marie, ON P6A 5S2

Notice to DSSAB shall be provide to the CAO, 390 Bay St., Unit 405, Sault Ste. Marie, ON, P6A 5L8

10. This Extension Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

MAYOR-CHRISTIAN PROVENZANO

CITY CLERK- RACHEL TYCZINSKI

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



CAO – MIKE NADEAU

THIS LEASE made in duplicate the
Forms of Leases Act.

in pursuance of the Short

BETWEEN: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "City"

OF THE FIRST PART

and – **THE SAULT STE. MARIE DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD**

hereinafter called the "DSSAB"

OF THE SECOND PART

WHEREAS The City as the owner of lands and premises located at 65 Old Garden River Road and

WHEREAS The DSSAB is responsible for the delivery of land ambulance services carried out under contract with the City of Sault Ste. Marie and operated by its Fire Services, EMS Division, hereinafter referred to as EMS and

WHEREAS It is both practical and desirable that EMS operate from the subject premises now therefore in consideration of the mutual covenants and conditions herein the parties have agreed as follows:

1. This agreement shall be enforced for a term of ten (10) years commencing January 1, 2008 up to December 31, 2018.
2. The DSSAB agrees to pay rent to the City in the amount of \$127,586.90 per year. Rent will be adjusted annually in accordance with the Consumer Price Index (CPI). It is agreed between the parties hereto that the total rent is calculated according to the following formula:

Living/office space = 3863.35 square feet @ \$19.00 per square foot
for a total of \$73,403.65

Apparatus floor space = 5703.5 square feet @ \$9.50 per square foot
for a total of \$54,183.25

The combined flat rental rate of \$73,403.65 plus \$54,183.25 for a total of \$127,586.90 per year.

3. The DSSAB agrees to pay the rental payment to the City annually commencing January 1, 2008 for the term of this lease.
4. It is agreed by the parties hereto that in the event that the City ceases to provide ambulance service at any point in the future this agreement shall terminate forthwith.
5. The DSSAB shall not assign this agreement without the consent in writing of the City.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers dually authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

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

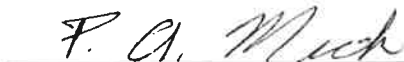


MAYOR, JOHN ROWSWELL



CITY CLERK, DONNA P. IRVING

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



BOARD CHAIR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-171

REGULATIONS: (P3.2) A by-law to repeal various by-laws that amended the repealed Regulations By-law 2003-140 (being a by-law to establish fees for certain waste management services).

WHEREAS on April 1, 2019 City Council passed By-law 2019-62 which repealed By-law 2003-140;

AND WHEREAS any amending by-law that was passed by City Council whose purpose was to amend By-law 2003-140 no longer serves any purpose;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **AMENDING BY-LAWS 2011-43 AND 2012-31 REPEALED**

Amending By-laws 2011-43 and 2012-31 are hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-172

LICENSING: (L3.8) A by-law to amend By-law 2003-54 (Licensing Plumbers).

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 2003-54 AMENDED**

By-law 2003-54 is amended as follows:

Paragraph:

6.(d) Annual licence fees and examination fees shall be:

Delete:

“Master Plumber licence fee: \$30.00

Annual Renewal of Master Plumber licence fee: \$30.00”

and

Insert:

“as set out in the Annual User Fee By-law as updated from time to time.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-173

STREETS: (S4) A by-law to amend Streets By-law 2008-131.

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 2008-131 AMENDED**

By-law 2008-131 is amended as follows:

(a) Section 10(3) (k) **Fees:**

Delete:

“Fees charged are set out in the User Fee By-law 2008-2 as amended or replaced from time to time as set out in the City’s User Fee By-law as updated from time to time.”; and

Insert:

“Fees are as set out in the Annual User Fee By-law as updated from time to time.”

(b) Section 13(7) **Charges:**

Delete:

(a) “for a single driveway entrance the applicant shall pay for the installation of a new culvert the sum of Three Thousand Sixty Five (\$3,065.00) Dollars; and

(b) for a single or double driveway entrance if the applicant requests or in the opinion of the Commissioner of Engineering and Planning requires a new culvert having greater length than the minimum the applicant shall pay an additional coupling charge of Two Hundred and Fifty Five (\$255.00) Dollars and for such additional length at the rate of One Thousand Twenty (\$1,020.00) Dollars per lineal meter in increments of 1 meter; and

(c) for a double driveway entrance to two separate properties the Applicant shall pay for the installation of a new culvert the sum of Five Thousand One Hundred Ten (\$5,110.00) Dollars.”; and

Insert:

“(a) for a single driveway entrance the applicant shall pay for the installation of a new culvert the fees as set out in the Annual User Fee By-law as updated from time to time;

(b) for a single or double driveway entrance if the applicant requests or in the opinion of the Commissioner of Engineering and Planning requires a new culvert having greater length than the minimum the applicant shall pay an additional coupling charge and for such additional length at the rate as set out in the Annual User Fee By-law as updated from time to time; and

(c) for a double driveway entrance to two separate properties the Applicant shall pay for the installation of a new culvert as set out in the Annual User Fee By-law as updated from time to time.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-174

LICENSING: (R1.69) A by-law to amend By-law 2003-50 (License Amusement Arcades).

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 2003-50 AMENDED**

By-law 2003-50 is amended as follows:

Delete paragraph 9 and replace it with:

“The fee for licence issued under the provisions of this by-law shall be as set out in the Annual User Fee By-law as amended from time to time; the fees to be paid annually in January of each year and all such licences issued shall remain in force until December 31st of the year. The fee payable for the transfer in ownership of any licence issued hereunder shall be as set out in the Annual User Fee Bylaw as amended from time to time.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-175

TAX: (T1) A by-law to repeal By-law 2013-240 (being a by-law to authorize an amount as a charge for a certified statement of tax account status (Tax Certificate)).

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 2013-140 REPEALED**

By-law 2013-140 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-175 REPEAL BY-LAW 2013-240 TAX CERTIFICATE FEES.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-176

LICENSING: (R1.26) A by-law to amend By-law 2002-165 (Adult Entertainment Parlours).

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 2002-165 AMENDED**

By-law 2002-165 is amended as follows:

Paragraph 4(1) **FEE STRUCTURE**

(a) Delete:

“The annual licence fee for the licences under this by-law shall be as follows:

Adult Entertainment Parlour Owner \$2,000 per calendar year

Adult Entertainment Parlour Operator \$2,000 per calendar year

Adult Entertainment Parlour Burlesque Attendant
\$90.00 per year from the date the licence was obtained”; and

(b) Insert:

“Annual fees as set out in the Annual User Fee By-law as updated from time to time.”

Paragraph 5(d) **LICENCE REQUIREMENTS**

(a) Delete:

“On every application by an individual person for an owner’s, operator’s or burlesque attendant’s licence or for the renewal thereof, the applicant shall complete and return to the Administrator of Licences, 99 Foster Drive the prescribed forms and shall furnish to the Administrator of Licences such information as the Administrator of Licences may require.”; and

(b) Insert:

“On every application by an individual person for an owner’s, operator’s or burlesque attendant’s licence or for the renewal thereof, the applicant shall complete and return to the Administrator of Licences, 99 Foster Drive, Sault Ste. Marie, the prescribed forms and shall furnish to the Administrator of Licences such information as the Administrator of Licences may require. Attached as Schedule “A” are the prescribed forms referenced above.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-177

LICENSING: (R1.56) A by-law to amend By-law 2003-52 (Licensing Pawnbrokers).

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 2003-52 AMENDED**

By-law 2003-52 is amended as follows:

Paragraph 3 **Licence Fee**;

Delete:

“An annual fee of \$275.00 shall be paid for each licence issued under this by-law.”; and

Insert:

“Fees are as set out in the Annual User Fee By-law as updated from time to time”.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-178

REGULATIONS: (R1.17) A by-law to repeal By-law 2004-83 (being an amending by-law for the management of waste and recycling in the City of Sault Ste. Marie).

WHEREAS on April 1, 2019 City Council passed By-law 2019-62 which repealed By-law 2004-68;

AND WHEREAS any by-law that was passed by City Council whose purpose was to amend By-law 2004-68 no longer serves any purpose;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **AMENDING BY-LAW 2004-83 REPEALED**

Amending By-law 2004-83 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-179

FEES: (P1.6) A by-law to repeal By-law 2010-87, (being a by-law to increase minor variance application fees for commercial, industrial or institutional zoned applications and to repeal amending By-laws 2012-30, 2013-24, 2013-235, 2015-26, 2016-209, 2017-233 and 2019-23.

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 2010-87 (MINOR VARIANCE APPLICATION FEES) AND AMENDING BY-LAWS 2012-30, 2013-24, 2013-235, 2015-26, 2016-209, 2017-233, AND 2019-23 REPEALED**

By-law 2010-87 (Minor Variance Application Fees) and amending by-laws 2012-30, 2013-24, 2013-235, 2015-26, 2016-209, 2017-233, and 2019-23 are hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-180

LICENCING: (R1.57) A by-law to amend By-law 2018-67 (being a by-law to licence, govern and regulate peddlers and street sales).

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 2018-67 AMENDED**

By-law 2018-67 is hereby amended as follows:

(a) Paragraph 2.2.6 **Lost Licences**

Delete:

“A fee of Twenty (\$20.00) Dollars shall be charged for any replacement Licence issued.”; and

(b) Delete “Schedule “A” and insert Schedule “A” attached hereto;

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" FEE SCHEDULE

Fees are as set out in the Annual User Fee By-law as updated from time to time.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-181

COUNCIL PROCEDURE: (A1.6) A by-law to provide for the appointment of persons to act in the place of the Mayor during an absence or vacancy during the 2018-2022 term of City Council for The Corporation of the City of Sault Ste. Marie and to repeal By-law 2018-212.

WHEREAS pursuant to section 241 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, the head of council, except where otherwise provided, shall preside at all meetings of council;

WHEREAS Section 23.1 of the *Municipal Act, 2001* authorizes a municipality to delegate its powers and duties under that statute or any other Act, to a person or body, subject to certain restrictions (none of which relate to power and duties exercised by acting Mayor at the City of Sault Ste. Marie);

AND WHEREAS THE Mayor is the head of council;

NOW THEREFORE THE Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. If the Mayor of the City of Sault Ste. Marie is absent from the municipal area, is absent through illness, or the office is vacant for any period of time during any term specified in Column 1 of Schedule "A" attached to this By-law, then the person named in Column 2 of Schedule "A" opposite the relevant term in which the Mayor is absent or the office is vacant shall act in the place of the Mayor during such absence or vacancy until the relevant term expires. While so acting, such person has and may exercise all the rights, powers and authority of the Mayor.
2. If the person acting during any term in the place of the Mayor pursuant to Section 1 of this By-law is not replaced by the Mayor and the term which appears opposite that person's name expires, then the person named in Column 2 of Schedule "A" opposite the term which next succeeds the then expired term shall act in the place of the Mayor in accordance with Section 1.
3. If persons in Column 2 of Schedule "A" are unable to act for any reason, then Council may, by resolution, appoint a member(s) of Council to act in the place of the Mayor for such time as Council determines in lieu of the relevant person named in Column 2 of Schedule "A". Failing such resolution, the person whose name next follows in Column 2 of Schedule "A" and who is able to act shall act,

subject to Section 1 hereof, for the term which precedes the term opposite his/her name and during the term which is opposite his/her name in the place of the Mayor for the absence or vacancy concerned in lieu of the prior relevant person(s) named in Column 2.

4. There shall be no remuneration paid to any member who may be acting in the place of the Mayor pursuant to this By-law, except for the usual remuneration paid to such member as a Councillor.

5. **BY-LAW 2018-212 REPEALED**

By-law 2018-212 is hereby repealed.

6. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

MONTH	COUNCILLOR NAME
JANUARY	PAUL CHRISTIAN
FEBRUARY	SANDRA HOLLINGSWORTH
MARCH	LUKE DUFOUR
APRIL	LISA VEZEAU-ALLEN
MAY	MATTHEW SHOEMAKER
JUNE	DONNA HILSINGER
JULY	RICK NIRO
AUGUST	MARCHY BRUNI
SEPTEMBER	COREY GARDI
OCTOBER	MATTHEW SCOTT
NOVEMBER	PAUL CHRISTIAN
DECEMBER	MATTHEW SHOEMAKER

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-182

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1187 Great Northern Road (Tombari Electric Limited).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **1187 GREAT NORTHERN ROAD; LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 415 METRES SOUTH OF ITS INTERSECTION WITH FOURTH LINE**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 126/1-141 of Schedule "A" to By-law 2005-150, is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by deleting section 2(372) and adding the following subsection 2(372) and heading as follows:

"2(372) 1187 Great Northern Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road, approximately 415 metres south of its intersection with Fourth Line and having civic no. 1187 Great Northern Road and outlined and marked "Subject Property" on the map attached as Schedule 372 hereto is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception" to permit Professional, Scientific and Technical Services and an electrical contractor/electrician's shop as additional permitted uses."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

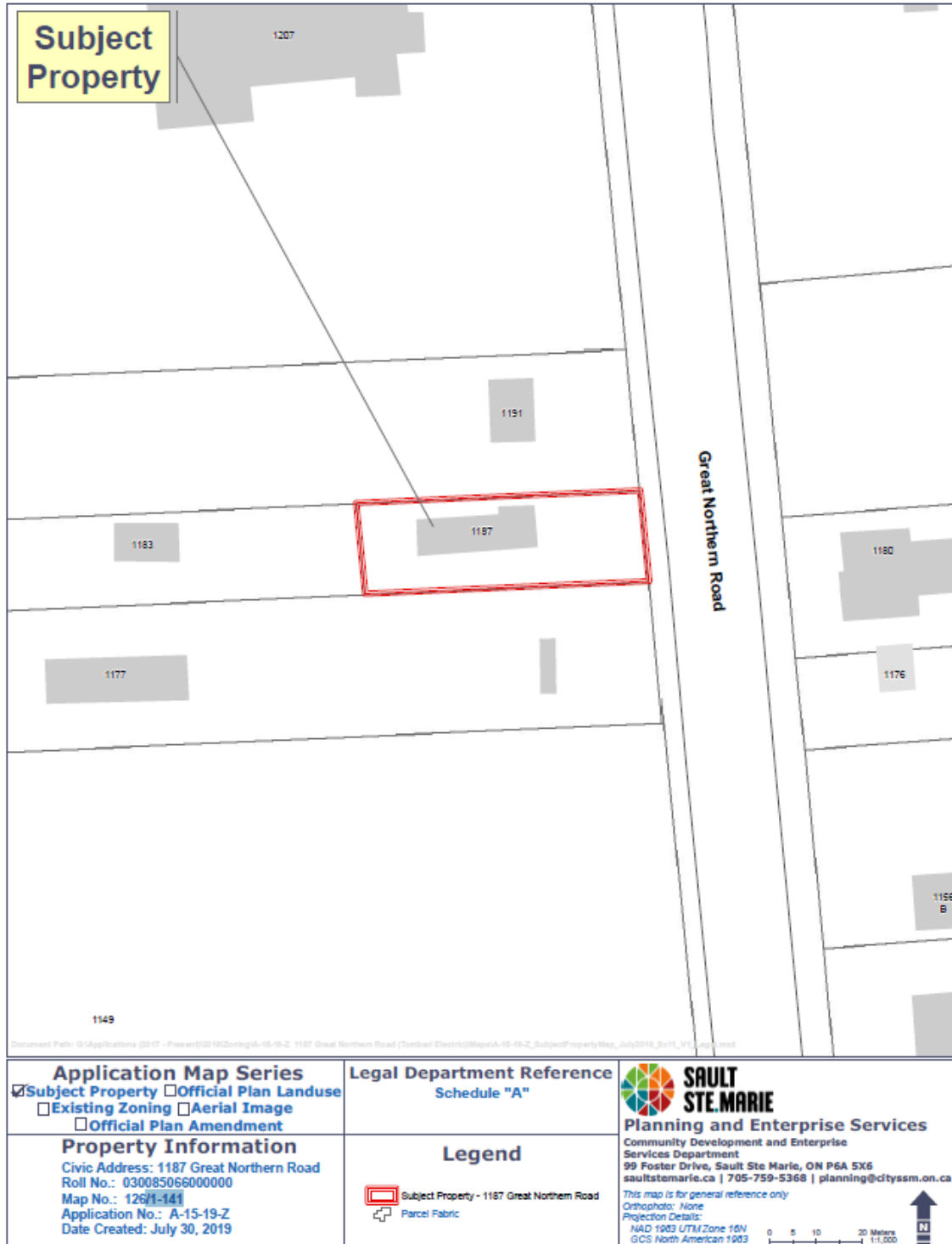
PASSED in Open Council this 23th day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2019\\2019-182 (Z) 1187 Great Northern Road\\2019-182 1187 Great Northern Road (Z).docx

**SCHEDULE "A" TO BY-LAW 2019-182
AND SCHEDULE 372 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-183

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Drive In Road (Clint Burdeniuk).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **25 DRIVE IN ROAD; LOCATED AT THE NORTHWEST CORNER OF GREAT NORTHERN ROAD AND DRIVE IN ROAD; CHANGE FROM HZ TO HZ.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 98/1-112 of Schedule "A" to By-law 2005-150, is changed from HZ (Highway) zone to HZ.S (Highway) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(387) and heading as follows:

"2(387) 25 Drive In Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located at the northwest corner of Great Northern Road and Drive in Road, and having civic no. 25 Drive In Road and outlined and marked "Subject Property" on the map attached as Schedule 387 hereto is changed from HZ (Highway) zone to HZ (Highway) zone with a "Special Exception" to permit, in addition to those uses permitted in an HZ zone, retail trade."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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Application Map Series
☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 25 Drive In Road
 Roll No.: 030062043010000
 Map No.: 98/1-112
 Application No.: A-14-19-Z
 Date Created: July 30, 2019

Legal Department Reference

Legend



Subject Property - 25 Drive In Road

Parcel Fabric

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**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters
 1:1,000



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-185

PARKING: (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
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/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
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
241	COGHILL, ROBIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAYSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE, JOHN (TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNTER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN, MATTHEW	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	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/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
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/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma 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/QUE SPORTS COMPLEX/Algoma 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/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
523	MCBRIDE, GUY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
565	LISCUMB, GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE 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/QUE SPORTS COMPLEX/Algoma 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/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE 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	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITTLA, KIM	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QUE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
648	ELWIGREN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
655	MARCIL, BONNIE	STRCTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRCTLY CONFIDENTIAL INC	RJ'S MARKET

665	MATT, HEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
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
681	SCHMIDT, KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD, KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMEYI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
686	ASH, KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI, MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING, MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM, DASA	DAYS INN	332 BAY ST
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWILLY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/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/Algoma 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/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	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
721	MACNEIL, ALICIA	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
722	MACTYRE, ANDREW	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
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	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
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
730	THOMPSON, JOSIAH	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, 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
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	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
735	KEMP, ROBERT	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
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICES	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	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
740	VERMA, ABBISHEK	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
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524, 524A, 536, & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/84/108 ALLARD STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL
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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-186

AGREEMENT: (AG179) A by-law to authorize the execution of the Restrictive Covenant Agreement between the City and Sault North Holdings Ltd. to satisfy requirements under the *Ontario Building Code*.

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 Restrictive Covenant Agreement between the City and Sault North Holdings Ltd., a copy of which is attached as Schedule "A" hereto. This Restrictive Covenant Agreement is to satisfy requirements under the *Ontario Building Code*.

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 23th day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

RESTRICTIVE COVENANT AGREEMENT

BETWEEN:

The Corporation of the City of Sault Ste. Marie

(hereinafter the "City")

and

Sault North Holdings Ltd.

(hereinafter the "Owner")

WHEREAS the Owner owns property described as PIN 31546-0027 (423 Pim Street) and property described as 31546-0038 (415 Pim Street);

AND WHEREAS the Owner has or will build a new building at 423 Pim Street;

AND WHEREAS the Owner has built buildings on 415 Pim Street;

AND WHEREAS the City wishes to ensure that the limiting distance for an exposing building face is maintained pursuant to the *Building Code Act* of Ontario and the by-laws of the City;

NOW THEREFORE in consideration \$10.00 will be paid to the Owner the receipt and sufficiency of which is acknowledged by the Owner, the Owner agrees as follows:

1. The Owner will not construct a building on 423 Pim Street nor on 415 Pim Street unless the limiting distance for exposing building faces respect of the proposed construction is measured in accordance with **Schedule "A"** attached to and forming part of this agreement;
2. The covenants contained in this agreement are intended to run with the lands and this agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns;
3. This agreement shall not be amended or deleted from title by the Owner without the consent of the City;
4. The Owner or Owners as the case may be, will comply with such other conditions as the City considers necessary, including indemnification of the City by the Owner, or Owners as the case may be;
5. This agreement shall be registered against the title of both 423 Pim Street and 415 Pim Street by the Owner at the Owner's expense forthwith upon execution of this Agreement. Copies of the registered documents shall be provided to the City.
6. This Agreement shall be interpreted pursuant to the laws of the Province of Ontario; and
7. This Agreement may be executed by the parties in counter part and their signature transmitted by PDF, fax or other electronic means and shall be binding upon the parties.

Dated this ____ day of _____, 2019



Sault North Holdings Ltd.
Per:
Title:
I have authority to bind the corporation

Dated this ____ day of _____, 2019

The Corporation of the City of Sault Ste. Marie

Per:

Title:

I have authority to bind the corporation

SCHEDULE A

The limiting distance between the exposing building faces of buildings or proposed buildings located or to be located on 423 Pim in relation to buildings or proposed buildings located or to be located on 415 Pim shall be a minimum of 11 metres

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-187

AGREEMENT: (AG58) A by-law to authorize the execution of the Licence to Occupy Agreement between the City and Skyline Retail Real Estate Holdings Inc. to occupy a strip of land abutting 129 Trunk Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Licence to Occupy Agreement dated September 23, 2019 between the City and Skyline Retail Real Estate Holdings Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to occupy a strip of land abutting 129 Trunk Road.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY AGREEMENT

THIS LICENCE made in duplicate this 23rd day of September, 2019

B E T W E E N: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(herein referred to as the "City")

- and - **SKYLINE RETAIL REAL ESTATE HOLDINGS INC.**

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as the strip of land abutting 129 Trunk Road being part of Lot 4, Concession 2, former Township of St. Mary's being Part 2 on Plan IR-11114 (as shown on the plan attached and marked as Schedule "A") to provide parking and/or landscaping (hereinafter "Parking and/or Landscaping") until the property is needed by the City for road improvement.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall ensure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

) **SKYLINE RETAIL REAL ESTATE HOLDINGS INC.**

)

)

) _____
PRESIDENT- JASON SCOTT CASTELLAN

)

)

)

) **I have authority to bind the Corporation**

)

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

)

)

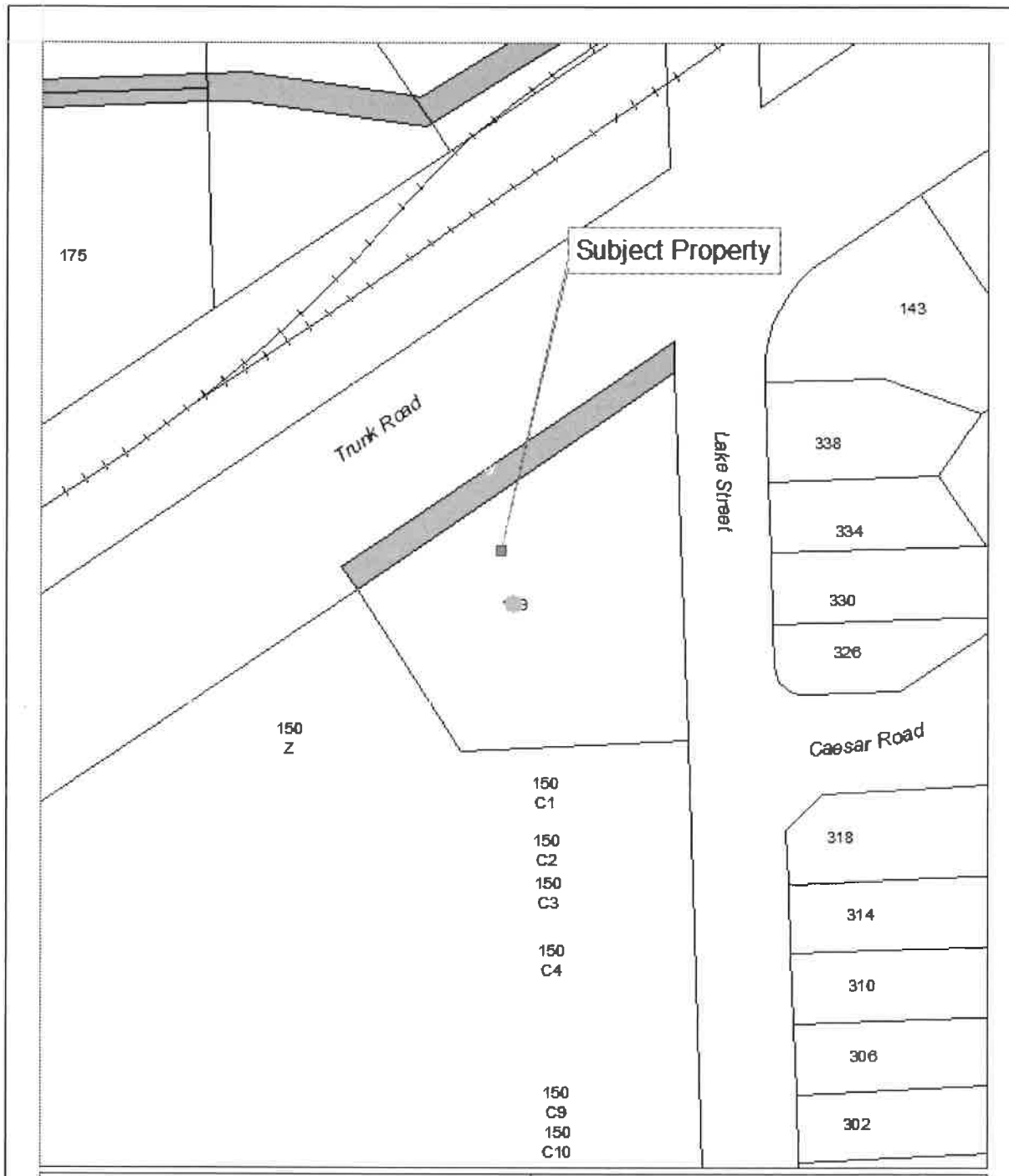
) _____
MAYOR – CHRISTIAN PROVENZANO

)

)

) _____
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"



SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of Parking and/or Landscaping.
2. The City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.
3. **Term**

The Term of this Licence shall commence on the 23th day of September 2019, and shall be for a period of ten years, terminating on October 29, 2029. This Agreement may be renewed if the Licencee provides the City with notice of their desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence.

The City or the Licencee may cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so. This Licence shall also terminate if the City requires the City Property for road improvement. In such an event, the City shall provide the Licencee with written notice of term. If this Licence and the effective date of such termination shall be at the sole discretion of the City.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

City Solicitor
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

Skyline Retail Real Estate Holdings Inc.
5 Douglas Street, Suite 301
Guelph, ON N1H 2S8

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's Parking and/or Landscaping covered under this Licence, the intent being that

the City shall be at no risk or expense to which it would not have been put had the Licencee's Parking and/or Landscaping not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property and for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property.
7. The Licencee agree to maintain at all times during the currency of this licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. The Licencee acknowledges that there are City sanitary sewers and PUC watermains and agrees not to impede access to these utilities by the City and PUC Inc..
9. If the City requires access to the City Property for any purpose such as but not limited to access to the Pipeworks, the City is hereby permitted the access it so acquires and further, the City shall not be responsible for restoring the City Property to its condition prior to access by the City. However, the City shall leave the City Property in as neat and tidy a condition as possible.
10. The Licencee shall be responsible for all costs and expenses relating to the installation, maintenance, use, occupation and/or removal of the Parking and/or Landscaping and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the Parking and/or Landscaping and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Parking and/or Landscaping.
13. On termination of this Licence Agreement, the Licencee shall forthwith remove the Parking and/or Landscaping from the City Property at the Licencee's sole risk and expense and leave the City Property in a condition satisfactory to the City; provided that if the Licencee's Parking and/or Landscaping is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.

14. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-188

AGREEMENT: (T3.7) A by-law to authorize the execution of the Agreement between the City and Lukenda Holdings Inc. to install a bus shelter on Lukenda Drive.

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 23, 2019 between the City and Lukenda Holdings Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to install a bus shelter on Lukenda Drive.

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 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

FILE NO: T3.7

THIS LEASE made the twenty-third day of September, 2019.

(In Pursuance of the Short Forms of Leases Act)

BETWEEN:

LUKENDA HOLDINGS INC.
a Corporation duly incorporated
under the laws of the Province of Ontario

(herein called the "Landlord")

of the FIRST PART

- and -

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

(herein called the "Tenants")

of the SECOND PART

WHEREAS the Transit division of the Corporation of the City of Sault Ste. Marie has express interest in relocating a bus shelter along Lukenda Drive from the south side of the sidewalk to the north side of said sidewalk which would have the effect of occupying a portion of lands owned by the Landlord;

AND WHEREAS the plan attached and forming part of this Lease marked Appendix "A" depicts the exact location of the bus shelter to be constructed upon the Landlord's property which would include a 5 foot by 9 foot concrete pad, in addition to any waste receptacles and materials to construct the shelter;

AND WHEREAS the Landlord doth demise and lease unto the Tenant, its successors and assigns, all those certain premises (herein called "the Premises") being part of the northeast corner of property known civically as 770 Great Northern Road, on the north side of Lukenda Drive, in the City of Sault Ste. Marie, in the District of Algoma, Province of Ontario, which area is noted as the "proposed pad" shown on the attached Appendix "A";

NOW THEREFORE in consideration of a one-time payment of \$1.00 Dollars Canadian for rents which amount is acknowledged as being paid in full by the Tenant to the Landlord, and in additions to the covenants and provisos herein reserved and contained, the Landlord and Tenant each agree with the other as follows:

A. TERM:

- (1) **DURATION** - TO HAVE AND TO HOLD the Premises for and during the term of TWENTY FIVE YEARS to be computed from the 1st day of October, 2019, and from thenceforth next ensuing and fully to be complete and ending on the 30th day of September, 2044.
- (2) **OVERHOLDING** - PROVIDED that should the Tenant remain in possession of the premises after the determination of the term hereby created without any other special agreement, it shall be as a monthly tenant at a rental of \$1.00 per month, payable in advance on the first day of every month, and subject in other respects to the terms of this Lease.
- (3) **NOTICE TO TERMINATE** - That if at any time during the said term either party should desire to terminate this Lease, either party may do so upon giving to the other party six (6) months' notice in writing of their intention so to do as hereinbefore provided and such notice having been given pursuant to the provision of section "E" of this Lease, the Lease shall terminate at the end of the notice period.
- (4) **DESTRUCTION** - In case of total destruction of the premises, the Tenant or the Landlord may, within one month after such destruction on giving Notice thereof pursuant to the provision of section "E" of this Lease, to the other of them, terminate this Lease.

B. THE TENANT covenants with the said Landlord as follows:

- (a) To pay rent and to pay all taxes levied upon the business assessment, if any, imposed upon the Tenant by reason of the Tenant's use or occupation of the Premises.
- (b) To pay all electric power, if any, and any other charges.
- (c) To use the said premises for the installation of a concrete transit pad and bus shelter only, and to maintain the shelter in good repair during the term of this Lease.

- (d) Not to allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the building, yards or passages of such Premises.
- (e) Not to injure or remove shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the said Premises, and tend to the upkeep of the grounds.
- (f) To repair according to notice in writing.
- (g) At the termination of this Lease the Tenant will remove the shelter from the land and restore the land as nearly as possible to the state which existed immediately prior to the commencement of this Lease.
- (h) That during the period the Tenant will indemnify and save harmless the Landlord against and from any and all claims including, without limitation, all claims for personal injury or property damage arising from the conduct of any work or by or through any act or omission of the Tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.
- (i) The Tenant covenants that it accepts the said Premises in their present condition "as is".
- (j) The Tenant further covenants to use the Premises for the purposes of a Public Bus Station only and to comply with all Statutes, Regulations and By-laws of any Dominion, Provincial or Municipal Authority which in any way affect the Premises or the use and occupation thereof and the provisions of the Public Health Act and the rules and regulations of the Board of Health applicable to the said Premises.
- (k) AND the Tenant shall promptly replace, in case of breakage, all plate glass windows and other glass forming part of the Premises with glass of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Landlord, her servants or agents.

C. THE LANDLORD covenants with the Tenant as follows:

- (a) For quiet enjoyment of the Tenant.

D. Tenant and Landlord Rights:

- (a) PROVIDED that the Tenant may remove its fixtures.
- (b) THE Tenant shall not have the right to assign this Lease or sublet the whole or any part of the Premises during the term of the Lease without written consent from the Landlord, which consent may be arbitrarily refused.
- (c) THE Tenant shall have the right to make renovations to the Premises at the sole expense of the Tenant.

- (d) THE Tenant shall have the right to remove partitions or fixtures from the Premises, if in so doing no injury or damage is caused to said Premises and subject to the written approval of the Landlord as to such removal having been first obtained, PROVIDED HOWEVER that the Landlord shall have the option of requiring the removal of fixtures and returning the Premises as near as possible to the original condition at the expense of the Tenant.
- (e) THE Tenant shall have the privilege of affixing such signs as it may deem necessary for the purpose of carrying on the Tenant's business, provided that same do not permanently disfigure the Premises.
- (f) PROVISIO for re-entry by the said Landlord on non-payment of rent or non-performance of covenants.
- (g) PROVIDED also that in the case of a seizure or forfeiture of the said term for any of the causes hereinbefore set forth, the Landlord shall have the same right of re-entry as is given in the next preceding proviso.
- (h) PROVIDED that the Landlord shall be entitled to enter upon the Premises at any time and from time to time for the purpose of inspecting the state of repair.

E. NOTICE:

Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

TENANT

City Solicitor
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LANDLORD

Lukenda Holdings Inc.
747 Queen Street East
Sault Ste. Marie ON P6A 5N7

THIS LEASE and everything herein contained shall extend to and include the successors and assigns of the Landlord, and of the Tenant respectively.

IN WITNESS WHEREOF THE parties hereto have hereunto set their hands and seals this
____ 23rd ____ day of _____ September _____, 2019.

) THE CORPORATION OF THE CITY OF SAULT STE. MARIE

)

) _____

) MAYOR - CHRISTIAN PROVENZANO

)

) _____

) CLERK - RACHEL TYCZINSKI

)

)

) **LUKENDA HOLDINGS INC.**

)

) _____

) PRESIDENT – TIMOTHY LUKENDA

) I have the authority to bind the Corporation

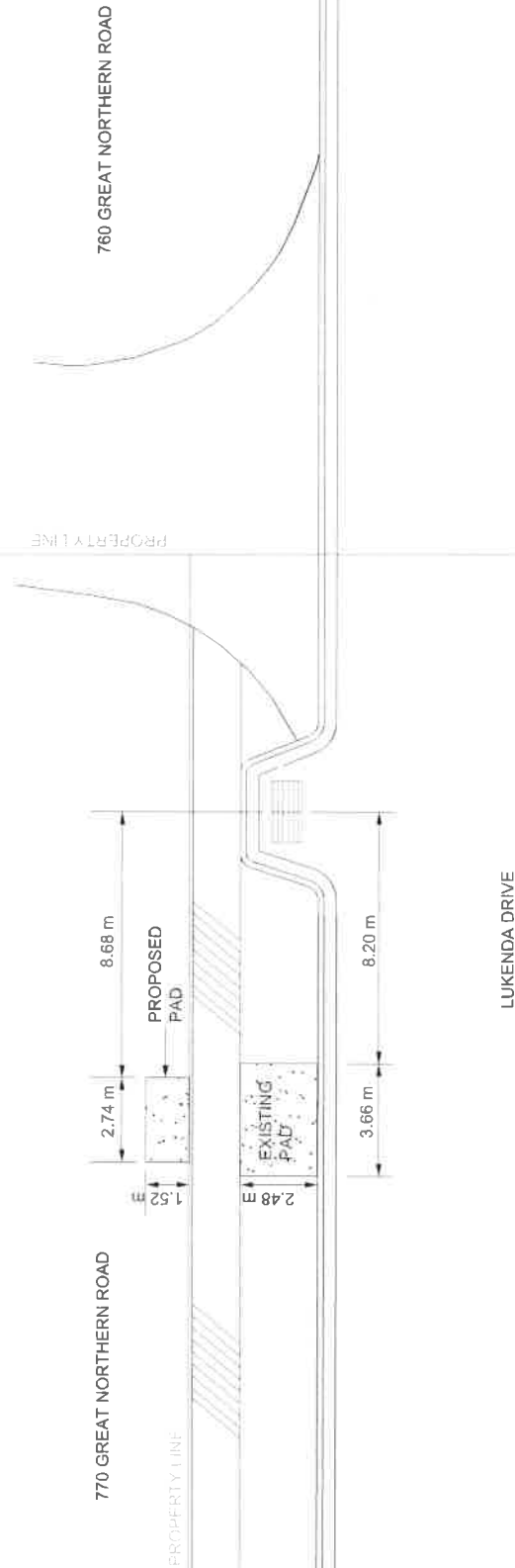
)

) _____

) VICE PRESIDENT – SUZANNE BRESCACIN

) I have the authority to bind the Corporation

APPENDIX "A"



NEW PAD LOCATION FOR CITY BUS
ON LUKENDA DRIVE
DATE: SEPT. 2019
SCALE: N.T.S.
DWG. BY: R.CAPUTO



SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-189

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the partial reconstruction, widening and resurfacing of Black Road from McNabb Street to Second Line (Contract 2019-10E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated September 23, 2019 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the partial reconstruction, widening and resurfacing of Black Road from McNabb Street to Second Line (Contract 2019-10E).

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 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2019-10E
Black Road Widening
(McNabb Street to Second Line)**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 23rd day of September in the year 2019 by and between

Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2019-10E
BLACK ROAD WIDENING (MCNABB STREET TO SECOND LINE)**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

FORM OF AGREEMENT

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.
8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie,
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

THE CONTRACTOR: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, Ontario P6A 0B5

THE CONTRACT ADMINISTRATOR: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(seal)

City Clerk

THE CONTRACTOR

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-190

AGREEMENT: (PR1.122) A by-law to authorize the execution of the Memorandum of Understanding (MOU) between the City and The Bawating Urban Indigenous Committee for a development on the Gateway site consisting of approximately 50,000 ft.² of office space and 240 residential apartments.

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 Memorandum of Understanding (MOU) between the City and The Bawating Urban Indigenous Committee, a copy of which is attached as Schedule "A" hereto. This Agreement is for a development on the Gateway site consisting of approximately 50,000 ft.² of office space and 240 residential apartments.

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 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Memorandum of Understanding

Between

The Bawating Urban Indigenous Committee

(Neech-Ke-Wehn Homes Inc., Sault Ste. Marie Indigenous Friendship Centre, Waabinong Head Start Family Resource Centre, and Ontario Aboriginal Housing Support Services Corporation)

And

The Corporation of the City of Sault Ste. Marie

THIS AGREEMENT, is made in duplicate on the date on the signature pages. Each party will receive a signed original document.

This Memorandum of Understanding (MOU) confirms the spirit and intent between The Bawating Urban Indigenous Committee and the Corporation of the City of Sault Ste. Marie to enter into a partnership by which the City of Sault Ste. Marie will transfer title of property for the major development of "Bawating Urban Indigenous Hub and Housing" on the parcels of land in Sault Ste. Marie known as "The Gateway Site". Schedule "A" Land Description is attached.

Background

In the spirit of Truth and Reconciliation, the Parties recognize that collaboration among community partners will provide the foundation for the "Bawating Urban Indigenous Hub and Housing" development. This important development will provide a site for numerous culturally appropriate services for Indigenous people living in urban areas. This development also supports the City's Downtown Development Strategy in that it will develop a vibrant residential neighbourhood and improve mobility and linkages. The Parties acknowledge that the parcel of land identified above is believed to be near the site of the signing of the Robinson-Superior Treaty on September 7, 1850 and the Robinson-Huron Treaty on September 9, 1850. This area, originally known as Bawating, is located in the traditional territory of Anishinaabe and Métis people, and specifically Batchewana First Nation, Garden River First Nation and the Sault Tribe of Chippewa Indians, and today, is the home of many Indigenous people from across Turtle Island. The Parties have identified this land as the ideal location for this joint venture development.

Purpose

This MOU confirms the Parties' commitments to having the "Gateway Site" conditionally transferred to The Bawating Urban Indigenous Committee and to develop additional partnerships to better serve both Indigenous people and the community at-large living in Sault Ste. Marie.

Negotiations of the conditional transfer will be undertaken in good faith and will take into consideration the current appraised value of the property. The appraisal will be done by a professional appraisal service, the costs of which will be borne by the City. The environmental condition of the property will also need to be discussed and in particular the costs associated with

addressing the conditions to accommodate the development. Discussion will also include the residential/commercial taxes arising from the increased property value assessment.

This MOU is consistent with the principles and objectives of “The Corporation of the City of Sault Ste. Marie Corporate Strategic Plan” and the “City of Sault Ste. Marie Downtown Strategy.”

Terms and Conditions

To be developed and will include major topics including, but not limited to:

- i) Environmental Site Assessments
- ii) Environmental Remediation
- iii) Site Plan Development and Approval
- iv) Financing Approval
- v) Building Permit Approval
- vi) Community Accessible and Inclusive Park Development

Duration

This MOU is at-will and may be modified in writing by mutual consent of the Parties. This MOU shall become effective upon signature by the authorized officials representing the Parties and will remain in effect until modified or terminated in writing by any one of the Parties by mutual consent.

BY SIGNING THIS AGREEMENT, the Parties agree to proceed with their partnership to secure said land for the development of “Bawating Urban Indigenous Hub and Housing”.

Carolyn Harrington, Vice President

Neech-Ke-Wehn Homes Inc.
451 Queen St. E, 2nd Floor
Sault Ste. Marie, ON P6A 1Z5
705-759-2652

Signature: _____

Date: _____

Claudette Cachagee, President

Indigenous Friendship Centre
Sault Ste. Marie, ON P6A 3C6
705-256-5634i

Signature: _____

Date: _____

Thomas Kakapshe, President

Waabinong Head Start Family Resource Centre
169 Spring Street
Sault Ste. Marie, ON P6A 3A3
705-253-3129

Signature: _____

Date: _____

Sylvia Maracle, Chair

Ontario Aboriginal Housing Support Services Corporation
500 Bay Street
Sault Ste. Marie, ON P6A 1X5
705-256-1876

Signature: _____

Date: _____

Mayor Christian Provenzano

City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

705-759-2500

Signature: _____

Date: _____

Rachel Tyczinski, City Clerk

City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

705-759-2500

Signature: _____

Date: _____

SCHEDULE "A" Land Description "The Gateway Site"

- 1) PIN 31577-0019 being Pt Hudson's Bay Company's Lands S/S Portage St. PL Town Plot of Sault Ste. Marie PT 10-12 on 1R5809, PT 6-10 on 1R9799; S/T T257669E, T257670E, T404968; Sault Ste. Marie
- 2) PIN 31577-0018 PT Hudson's Bay Company's Lands S/S Portage St. PL Town Plot of Sault Ste. Marie PT 5 on 1R9799; Sault Ste. Marie
- 3) PIN 31577-0044 being PCL 5285 SEC AWS; PT Water LT in front of Town LT 25 to 36 PL Town Plot of St. Mary's PT 1-4 on 1R9799; S/T right as in LT12658; S/T LT12946; S/T LT223319; Sault Ste. Marie
- 4) PIN 31577-0024 being PCL 11121 SEC AWS; PT Water LT in front of lands S/S Portage ST PL Town Plot of St. Mary's PT 1 on 1R5809; T/W PT 5-7 on 1R5809 As In LT136132; S/T LT12946; S/T LT136132E; Sault Ste. Marie

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-191

AGREEMENT: (I3.2) A by-law to authorize the execution of the Amending Agreement between the City and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of the terms of quantities limited under the service description for the Unified Communication System.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated September 12, 2019 between the City and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of the terms of quantities listed under the service description for the Unified Communication System.

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 23rd day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Date of Service Order: September 12, 2019
 Account Rep. Name: Denis Carmichael

SMARTVOICE SERVICE ORDER FORM

This Service Order Form constitutes an agreement between the company listed below ("**Customer**") and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc., as applicable ("**Shaw Business**").

CUSTOMER INFORMATION

Legal Customer Name: The Corporation Of The City Of Sault Ste Marie

Address for Billing:

99 Foster Dr
 Ste 500
 Sault Ste. Marie, ON P6A 5X6
 Canada

Address for Legal Notices (if different than Billing Address):

Attention: Accounts Payable

Attention:

Phone: (705) 759-5410

Fax: (705) 541-7165

Phone:

Fax:

Email: frank.coccimiglio@cityssm.on.ca

Email:

ORDER INFORMATION

Business Voice Service Type: ☒ SmartVoice

Contract Type: ☐ New ☐ Renewal ☐ Revision (Paperwork Change Only) ☒ Amendment ☐ Move/Relocate ☐ Technology Replacement

Service Order Form (Service Appendix) being renewed, revised, amended, or Technology replaced: : Smartvoice Service Order Form –
 Dated: July 5 2019 – Customer Reference Number: 19041046238-253013

Customer Reference Number: 19091119402-121440

Service Location 1	The Corporation Of The City Of Sault Ste Marie	Address: 99 Foster Dr, Sault Ste. Marie, ON P6A 5X6 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 2	The Corporation Of The City Of Sault Ste Marie	Address: 128 Sackville Road, Sault Ste. Marie, ON P6B 4T6 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 3	The Corporation Of The City Of Sault Ste Marie	Address: 619 Bay Street, Sault Ste. Marie, ON P6A 5X5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 4	The Corporation Of The City Of Sault Ste Marie	Address: 402 Fifth Line E, Sault Ste. Marie, ON P6C 4L5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 5	The Corporation Of The City Of Sault Ste Marie	Address: 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 6	The Corporation Of The City Of Sault Ste Marie	Address: 65 Foster Drive, Sault Ste. Marie, ON P6A 5N1 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 7	The Corporation Of The City Of Sault Ste Marie	Address: 27 Fourth Line E, Sault Ste. Marie, ON P6A 5K8 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 8	The Corporation Of The City Of Sault Ste Marie	Address: 72 Tancred St, Sault Ste. Marie, ON P6A 2W1 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 9	The Corporation Of The City Of Sault Ste Marie	Address: 556 Goulais Ave, Sault Ste Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 10	The Corporation Of The City Of Sault Ste Marie	Address: 556 Goulais Ave., Sault Ste Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 11	The Corporation Of The City Of Sault Ste Marie	Address: 260 Elizabeth St., Sault Ste Marie, ON P6A 6J3 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 12	The Corporation Of The City Of Sault Ste Marie	Address: 50 East Street, Sault Ste. Marie, ON P6A 3C3 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 13	The Corporation Of The City Of Sault Ste Marie	Address: 111 Huron Street, Sault Ste. Marie, ON P6A 5P9 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location

Service Location 14	The Corporation Of The City Of Sault Ste Marie	Address: 800 Bay Street, Sault Ste Marie, ON P6A 0A1 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 15	The Corporation Of The City Of Sault Ste Marie	Address: 269 Albert St W., Sault Ste Marie, ON P6A 1B6 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 16	The Corporation Of The City Of Sault Ste Marie	Address: 160 Queen St E, Sault Ste. Marie, ON P6A 1Y5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 17	The Corporation Of The City Of Sault Ste Marie	Address: 616 Goulais Ave, Sault Ste. Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 18	The Corporation Of The City Of Sault Ste Marie	Address: 710 Young St, Sault Ste. Marie, ON P6A 5X6 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 19	The Corporation Of The City Of Sault Ste Marie	Address: 108 Rossmore Rd, Sault Ste. Marie, ON P6C 5Z2 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 20	The Corporation Of The City Of Sault Ste Marie	Address: 65 Old Garden River Rd, Sault Ste Marie, ON P6A 6H5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 21	The Corporation Of The City Of Sault Ste Marie	Address: 1504 Peoples Rd, Sault Ste. Marie, ON P6A 0B5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 22	The Corporation Of The City Of Sault Ste Marie	Address: CAFE-41 Lake St, Sault Ste. Marie, ON P6A 4A5 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 23	The Corporation Of The City Of Sault Ste Marie	Address: Level 1 - 99 Foster Dr, Sault Ste. Marie, ON P6A 5X6 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 24	The Corporation Of The City Of Sault Ste Marie	Address: 426 Queen St E, Sault Ste Marie, ON P6A 6W2 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 25	The Corporation Of The City Of Sault Ste Marie	Address: 1 Pine St, Sault Ste Marie, ON P6A 3Y1 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 26	The Corporation Of The City Of Sault Ste Marie	Address: GRNHS-41 Lake St., Sault Ste Marie, ON P6A 4A5 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location

Service Charges and Term: 60 Months

Service	Location	Description	Qty	Rate	MRC	NRI
SmartVoice Mobile	1	Hardware - Polycom VVX50x Software - Desktop Client & Mobile Client	1	\$49.95	\$49.95	\$0.00
SmartVoice - Call Queuing	1	SmartVoice - Call Queuing	6	\$1.95	\$11.70	\$0.00
SmartVoice Group Mailbox	1	SmartVoice- Shared Group Mailbox	9	\$5.00	\$45.00	\$0.00
SmartVoice Analog	1	SmartVoice for Fax or POS	21	\$9.95	\$208.95	\$0.00
SmartVoice Collaborative	1	Hardware - Polycom VVX4xx	152	\$22.95	\$3,488.40	\$0.00
SmartVoice Auto Attendant	1	SmartVoice- Auto Attendant Feature	2	\$9.95	\$19.90	\$0.00
SmartVoice Collaborative Receptionist	1	Hardware - Polycom VVX50x + SideCar	1	\$49.95	\$49.95	\$0.00
SmartVoice Conference	1	Hardware - Polycom IP6000	3	\$29.95	\$89.85	\$0.00
SmartVoice Conference	2	Hardware - Polycom IP6000	2	\$29.95	\$59.90	\$0.00
SmartVoice Group Mailbox	2	SmartVoice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
SmartVoice Call Recording	2	SmartVoice Call Recording, 90 day Storage	13	\$7.95	\$103.35	\$0.00
SmartVoice - Call Queuing	2	SmartVoice - Call Queuing	10	\$1.95	\$19.50	\$0.00
SmartVoice Analog	2	SmartVoice for Fax or POS	13	\$9.95	\$129.35	\$0.00
SmartVoice Auto Attendant	2	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	2	Hardware - Polycom VVX4xx	56	\$22.95	\$1,285.20	\$0.00
SmartVoice Analog	3	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00

SmartVoice Collaborative	3	Hardware - Polycom VVX4xx	6	\$22.95	\$137.70	\$0.00
SmartVoice Auto Attendant	4	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	4	SmartVoice for Fax or POS	5	\$9.95	\$49.75	\$0.00
SmartVoice Collaborative	4	Hardware - Polycom VVX4xx	6	\$22.95	\$137.70	\$0.00
SmartVoice Conference	5	Hardware - Polycom IP6000	1	\$29.95	\$29.95	\$0.00
SmartVoice Analog	5	SmartVoice for Fax or POS	7	\$9.95	\$69.65	\$0.00
SmartVoice Collaborative	5	Hardware - Polycom VVX4xx	14	\$22.95	\$321.30	\$0.00
SmartVoice Auto Attendant	5	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	6	Hardware - Polycom VVX4xx	3	\$22.95	\$68.85	\$0.00
SmartVoice Analog	6	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Collaborative	7	Hardware - Polycom VVX4xx	4	\$22.95	\$91.80	\$0.00
SmartVoice Analog	7	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Analog	8	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	9	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Collaborative	9	Hardware - Polycom VVX4xx	3	\$22.95	\$68.85	\$0.00
SmartVoice Collaborative	10	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Auto Attendant	11	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	11	SmartVoice for Fax or POS	8	\$9.95	\$79.60	\$0.00
SmartVoice Collaborative	11	Hardware - Polycom VVX4xx	10	\$22.95	\$229.50	\$0.00
SmartVoice Auto Attendant	12	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	12	SmartVoice for Fax or POS	6	\$9.95	\$59.70	\$0.00
SmartVoice Conference	12	Hardware - Polycom IP6000	1	\$29.95	\$29.95	\$0.00
SmartVoice Collaborative	12	Hardware - Polycom VVX4xx	28	\$22.95	\$642.60	\$0.00
SmartVoice Collaborative	13	Hardware - Polycom VVX4xx	22	\$22.95	\$504.90	\$0.00
SmartVoice Analog	13	SmartVoice for Fax or POS	3	\$9.95	\$29.85	\$0.00
SmartVoice - Call Queuing	13	SmartVoice - Call Queuing	3	\$1.95	\$5.85	\$0.00
SmartVoice Auto Attendant	13	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	14	Hardware - Polycom VVX4xx	4	\$22.95	\$91.80	\$0.00
SmartVoice Group Mailbox	14	SmartVoice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
SmartVoice Analog	14	SmartVoice for Fax or POS	3	\$9.95	\$29.85	\$0.00
SmartVoice Collaborative	15	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Collaborative	16	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	16	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	17	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Analog	17	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Collaborative	18	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Collaborative	19	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	19	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	20	Hardware - Polycom VVX4xx	23	\$22.95	\$527.85	\$0.00
SmartVoice Analog	20	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00

SmartVoice Group Mailbox	20	SmartVoice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
SmartVoice Collaborative	21	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	21	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	22	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	22	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	23	Hardware - Polycom VVX4xx	19	\$22.95	\$436.05	\$0.00
SmartVoice Group Mailbox	23	SmartVoice- Shared Group Mailbox	2	\$5.00	\$10.00	\$0.00
SmartVoice Analog	23	SmartVoice for Fax or POS	4	\$9.95	\$39.80	\$0.00
SmartVoice Auto Attendant	23	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Conference	23	Hardware - Polycom IP6000	1	\$29.95	\$29.95	\$0.00
SmartVoice Analog	24	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	25	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	25	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	26	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	26	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
				Total:	\$9,852.80	\$0.00

The Above Charges do not include applicable taxes.

Charges are in Canadian Dollars unless otherwise specified.

The installation costs associated with the Service are conditional upon the results of a final detailed field facilities analysis.

Should the analysis determine that the provisioning costs will be greater than indicated above; the parties will renegotiate the installation and/or monthly recurring charges.

MRC: Monthly Recurring Charge

NRI: Non-Recurring Installation Charge

- CAN/US Long Distance minutes included
- CAN/US Toll Free minutes will be charged at \$0.03/min
- International Long Distance rates can be found at the following site:
<http://business.shaw.ca/Phone/Long-Distance>

Services include on-line access to Customer to manage features and other important information about the Services herein ("Customer Portal").

ADDITIONAL SERVICE REQUESTS

Customer may request any of the additional services listed in the table below, from time to time, by submitting a Change Request to SHAW BUSINESS at inquiries@shawbusiness.ca or 1-877-742-9249. Shaw Business will provide Customer with a Confirmation Form confirming the request and the MRC and NRI charges associated with the additional services requested. Additional Services added to the original contracted Services must be maintained by Customer for a minimum of three (3) months, after which time the Customer may cancel some of the Services, without penalty, provided that the original SmartVoice Services contracted for under this SOF remain for the entire Term of the SOF.

Adding Packages and Features: Additional monthly recurring charges (MRC) will be applied for additional packages and features. Upon provision of the requested changes, the Customer's billing will be adjusted in accordance with the MRC fees set out below:

TABLE 1: Monthly Fees for Additional Services or Features ordered during initial Term:

SmartVoice Services	Up to 60 Month Contract*
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Mobile	\$49.95 per seat
SmartVoice Collaborative Receptionist	\$49.95 per seat
SmartVoice Conference	\$29.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Auto Attendant	\$9.95 per seat
SmartVoice Call Queuing	\$1.95 per seat
SmartVoice Call Recording	\$7.95 per seat
SmartVoice Group Mailbox	\$5.00 per seat

TABLE 2: Renewal Pricing and Monthly Fees for New Services and Features ordered during the Term:

SmartVoice Services	Additional Service Price
SmartVoice	\$29.95 per seat
SmartVoice Collaborative	\$39.95 per seat
SmartVoice Collaborative Reception	\$49.95 per seat
SmartVoice Mobile	\$49.95 per seat
SmartVoice Conference	\$29.95 per seat
SmartVoice Analog	\$19.95 per seat
SmartVoice Mobile App	\$10.95 per seat
SmartVoice Mobile Collaborative	\$27.95 per seat
SmartVoice Call Queuing	\$1.95 per seat
SmartVoice Call Recording	\$7.95 per seat
SmartVoice Paging Adapter	\$17.00
Meet Me Conference	\$5.00 per month per port
Group Voice Mail Box	\$5.00 per month per mailbox
Auto Attendant	\$9.95 per month per Attendant

SmartSwitch	Monthly Recurring Charge
8 Port Smart Switch	\$18.00 per switch
24 Port Smart Switch	\$35.00 per switch
48 Port Smart Switch	\$70.00 per switch

*Based on the original Term of this SOF. The above charges do not include applicable Taxes

One Time Charges for additional Services and Features:

Item	NRI Charges for Additional Services*
Receptionist Sidecar (third sidecar)	\$185.00 per unit, one-time cost
Receptionist Portal Upgrade (30 line)	\$75.00 per 30 line configuration, one time charge
Receptionist Portal Upgrade (30 line+)	\$175.00 over 30 line configuration, one time charge
Set Upgrades (VXX5xx, VXX6xx, Cordless)	\$75.00 per set, one time charge
Installation Charges (per cable run, 4 seats and under)	\$50.00 per cable run, one time charge
Installation Charges (per cable run, over 4 seats)	\$150.00 per cable run, one time charge
Installation Charges (SmartSwitch)	\$74.95 per install, one time charge
HD Camera (VXX 50x and 60x only)	\$95.00 per camera, one time charge

*The above charges do not include applicable Taxes

Change Requests: Change Requests are subject to the charges noted in the above table plus a one-time fee of \$100.00 per Change Request, plus applicable Taxes. The one-time Change Request fee will be waived: (i) for implementation changes requested within 5 days of installation of the Service; and (ii) for up to two Changes Requests per month.

Porting Charges: Customer will be charged a one-time fee of \$500 plus applicable taxes if Customer requests that numbers be ported outside of normal business hours. In addition, if Shaw Business schedules an after-hours port and Customer fails to provide access to its premises at the scheduled time, Customer will be charged the \$500 port charge for each time the work is scheduled, until access is provided and the port is completed.

Move Charges: Move requests will be subject to an access installation charge. Access installation charges for On-Net locations will be charged at the rate of \$50.00 per SmartVoice Seat and \$75.00 per SmartSwitch; installation charges for Off-Net locations will be assessed by Shaw Business upon receipt of the request and will be confirmed to Customer prior to proceeding with the move.

TERM AND RENEWAL

- The Term for new Services will commence upon completion of installation as notified to Customer by Shaw Business
- The Term for renewals will commence on the first day of the month following the date this SOF is signed and submitted by Customer
- Changes, amendments and relocations are effective when all changes are complete and Term continues from the date changes are complete
- Services will automatically renew at the end of the initial Term, for additional periods of 1 year each (each a "Renewal Term") unless either Party provides written notice of termination sixty (60) days prior to the end of the Term. The Services under each Renewal Term will be billed at the then current rate for Services based on the length of the initial Term.

CABLING AND EQUIPMENT

Shaw Business will deliver the Services to the master telephone room at the applicable Customer service location. Customer wiring will be used to extend to end users and is the responsibility of the Customer. If requested, Shaw Business will extend the wiring at an additional cost.

All Equipment provided by Shaw Business and installed at the Service Location will remain the property of Shaw Business and upon termination of the Services will be removed by Shaw Business.

Shaw Business shall not be responsible for any negative consequences or extra costs arising out of Shaw Business following any direction given by Customer, whether given voluntarily or not by the Customer in relation to the installation of the Services.

IMPORTANT DISCLOSURE ABOUT MOBILE SERVICES

The Mobile Services are not a replacement for mobile or fixed line telephones. In particular, the Mobile Services may not allow the user to make emergency 911 calls and it is the Customer's sole responsibility to determine whether or not the Customer's device over which it is using the Mobile Services restricts the user from making emergency 911 calls. Customer acknowledges and agrees that it may have to make alternative arrangements to ensure that it has the ability to make emergency 911 calls.

EMERGENCY 911 SERVICE RESTRICTIONS

Customer acknowledges that SmartVoice Services have certain limitations relative to Enhanced 9-1-1 service as more particularly set forth below, and Customer is responsible for advising all of its end-users of these limitations.

All SmartVoice Services:

- a) 911 service will not function in the event of a power outage or network service outage;
- b) 9-1-1 calls may be misdirected to an incorrect emergency response site if Customer is using the voice Service at any location other than the Service Location where the SmartVoice services are installed as specified on the SOF ("Primary Service Location").;
- c) In the event an end user places a 911 call, the phone number designated by the Customer as the primary number and the street address of the Primary Service Location will be passed on to the local PSAP or the local emergency dispatcher;
- d) End users not at the Primary Service Location must inform the emergency services dispatcher of their location when placing a 911 call

- e) The PSAP or local emergency services dispatcher may not be able to capture and/or retain automatic phone number or location information when receiving 911 calls. Customer or end-user must ensure they do not disconnect the line, as the dispatcher may not have a phone number to use for call back. If the person is unable to speak and provide the location, the emergency dispatcher may not be able to obtain location information. If 911 is dialed and the receiver is hung up, the call will be disconnected.
- f) If 911 services are a concern, Customer may wish to consider having a backup land line or other alternate means of accessing traditional 911 or E-911 services.

SmartVoice Services over Mobile Device (personal computing client and/or tablet or other mobile device applications):

The SmartVoice Service allows you to make or receive telephone calls using a Mobile Device over the Internet to or from the public switched telephone network. The nature of these telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and Customer acknowledges and agrees that differences exist between traditional telephone service and SmartVoice Services over a Mobile Device, including the lack of traditional 9-1-1 emergency services.

Because of the unique nature of SmartVoice Services over Mobile Devices, emergency calls to 9-1-1 through the service will be handled differently than calls placed over traditional phone services. The following provisions describe the differences and limitations of 9-1-1 calls placed to emergency services from your account as described below. Customer hereby acknowledges that it understands the differences between 9-1-1 calls over traditional voice service and 9-1-1 calls made using SmartVoice Services over Mobile Devices.

- a) When a 9-1-1 emergency call is made, the SmartVoice Services over Mobile Devices will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to the address of record on Customer's account. However, due to the limitations of the VoIP telephone services, the 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, the call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, the end-user making the call may be required to provide their name, address, and telephone number to the call centre.
- b) SmartVoice Services over Mobile Devices will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, the end-user must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.
- c) Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) for your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
- d) For technical reasons, there is a possibility that a 911 call may produce a busy signal or may take longer to answer than traditional 911 services. You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
- e) For technical reasons, the functionality of 9-1-1 emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or your service access device—if your system access equipment fails or is not configured correctly, or if your service is not functioning correctly for any reason, including power outages, service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the service, including for 9-1-1 emergency calls; and changing locations—if you move your system access equipment to a location other than that described in your account information or otherwise on record with Shaw Business.
- f) Customer acknowledges that the Services are designed for operation within Canada and if the Services are being used on a mobile device outside of Canada, it may not be possible to call the relevant emergency number in that country.
- g) Customer is responsible for notifying, and hereby agrees to notify, all users or potential users of its SmartVoice services of the nature and limitations of 9-1-1 emergency calls on the SmartVoice over Mobile Device service as described herein.

Registration of Physical Location.

Customer acknowledges that it is Customer's responsibility to ensure its service location information is kept current at all times. If Customer relocates any direct inward dial numbers ("DIDs") to a location other than the Primary Service Location or is using the SmartVoice over Mobile Device service, it is the Customer's responsibility to promptly provide Shaw Business with the service address and the DID numbers associated with the service address. Once Customer advises Shaw Business of an address change associated with any DID numbers it takes up to three (3) business days for the 911 records with the local PSAPs to be updated. Unless an end-user provides an address location during the 911 call, the call taker will dispatch emergency response vehicles to the last registered address for the Primary Service Location.

Customer acknowledges and agrees that Shaw Business will not be liable for any service outage or inability to dial 911 using Smart Voice Services, or any delays with 911 service due to the limitations set out above. Customer agrees to defend, indemnify and hold harmless Shaw Business, its officers, directors, employees and affiliates from any claims, losses, damages, fines, penalties or costs in connection with any issues arising from Customer or its end users use of the Business Voice Services, and in particular any issues related to not being able to access 911 services or any delays with emergency services being able to identify locations associated with 911 calls.

ADDITIONAL TERMS AND CONDITIONS FOR SMART VOICE SERVICES

The following terms and conditions are applicable to the SmartVoice Services.

- a) Customer agrees to use the Services solely for its normal day to day business and will not resell, in whole or in part, the Services.
- b) Customer shall at all times ensure that the Services are used by it in accordance with Shaw Business Voice Acceptable Use Policy as published or posted on Shaw Business website from time to time.
- c) If Customer wishes Shaw Business to port Customer's existing telephone number or numbers, a duly authorized signing officer of Customer will endorse his/her initials where indicated below.
- d) Customer will complete and sign the Directory Listing Form provided with this Service Agreement, and Customer acknowledges that it is Customer's responsibility to ensure the information provided on such form is accurate. Shaw Business assumes no responsibility for incorrect information being published in any directory listing if the information matches the information provided in the Directory Listing Form.
- e) Customer will complete all other applicable forms which may be required by Shaw Business, depending on Customer's service

- requirements, i.e. toll free numbers, etc.
- f) When the Service is provided over coax, the use of video over the Services may result in voice calls being dropped or degraded due to bandwidth requirements for video calls.
- g) Video Calling is supported on Polycom VVX500/600 Models with video cameras and SmartVoice Desktop Client (additional hardware may be required at the cost of the Customer)
- h) Although Customer may use its own video camera equipment, Shaw Business does not guarantee the compatibility of the Customer video camera equipment with the Services under this Service Order Form
- i) When Customer's Service is connected to an internet provider other than Shaw Business and/or Customer provided infrastructure (separately or together the "**Customer Infrastructure**"), Customer acknowledges and agrees that Customer is solely responsible for Customer Infrastructure and any failure in the Customer Infrastructure may degrade or interrupt phone service and prohibit Shaw Business from providing any support for failure of the Service.

Media File Management

- a) If Customer chooses to use the Music on Hold feature available with the Services, Customer will be responsible for sourcing music from an authorized source and downloading it as a wave file (either .wav or .wma).
- b) Customer is solely responsible for ensuring that it has proper authorization to use any music it downloads for use with the Services.
- c) Greetings and Music can be uploaded, recorded and managed through the Customer Portal and/or phone menu.
- d) When uploading Audio files (most common media types: .Wav, .wma, etc are supported) to the SmartVoice Customer Portal(s) the following specification apply:

Feature:	Personalized Name	Voice Mail Greeting	* Auto Attendant	*Call Media Queuing	Music On Hold
Max File Size	<16MB	<16MB	<16MB	<16MB**	<16MB
Max Audio Length	1 Min	10 Min	10 Min	10 Min**	10 Min

*Features are an additional add on service

**Applies to all call Queuing Media

- e) Customer agrees that Shaw is not liable for the payment of any fees relating to the reproduction, communication and public performance of the music for the Music on Hold feature available with the Services (the "Music").
- f) Customer agrees to release, hold harmless, and indemnify Shaw and each of its parent companies, subsidiaries, affiliates, partners, associates, related companies and agents, and/or contractors, employees, officers and directors and representatives from any cause of action, suit, demand, investigation, liability, cost, damage or expense arising from the reproduction, communication and public performance of the Music.

CALL RECORDING SERVICE

- a) Call recording service provides the Customer with the ability to record telephone calls and manage the recorded content of the recorded calls ("Audio Files") through the Customer Portal(s) ("Call Recording Service").
- b) Customer Responsibilities
 - i) Customer is solely responsible for access to and use of the Customer Portal and Call Recording Service by all users, including its employees, officers, directors and agents (collectively, the "Users"). The Customer agrees to comply with and to ensure that the Users comply with the following terms and conditions associated with the use of the Call Recording Service and Customer Portal (the Customer and/or User are sometimes herein after referred to as "you").
 - ii) Customer may not grant access to the Customer Portal to any third party (except a third party acting as agent of the Customer).
 - iii) When providing contact information for the Customer Portal, you agree to provide accurate and current information and to promptly update such information as necessary to ensure that it is kept accurate and complete.
 - iv) You agree you are responsible for: i) maintaining the confidentiality of all passwords and/or other account(s) identifiers which you choose or are assigned; ii) any unauthorized downloads of the Audio Files; iii) establishing policy around access permissions for the Users, including but not limited to who may retrieve, playback and delete recordings; iv) complying with applicable privacy laws and; v) all activities that occur under such passwords and/or account(s).
 - v) Further, you agree to notify Shaw Business of any unauthorized use of your passwords and/or account(s). Shaw Business will not assume any responsibility for your acts or omissions.
 - vi) Customer will not use the Call Recording Service store any material that infringes the intellectual property rights or other rights of third parties.
 - vii) Customer will not use the Call Recording Service to store any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity when such activities are prohibited by Canadian laws.
 - viii) Customer owns the Audio Files. Shaw Business does not have any access to the Audio Files.
 - ix) Shaw Business has access to the related data and meta data collected from Shaw Business' network, excluding Audio files which it may access and use for the purposes of providing the Services.
 - x) Customer acknowledges, understands and agrees that the Audio Files will automatically be deleted 90 days after the recording was made
 - xi) Customer acknowledges that the Call Recording Service is provided without any representations or warranties, and there is not a Service Level Agreement associated with the Call Recording Service.

Shaw is not liable in connection with the Customer's use of the Call Recording Services. Customer will indemnify Shaw Business against all losses, liability, claims, damages, judgments, expenses and costs arising from any third party claims resulting from or related to the collection and storage of the Audio Files and its use of the Call Recording Service by Customer or its Users or end-users.

HARDWARE AND SOFTWARE

- a) Shaw Business will provide Customer with the phone sets and the software required for the Customer to use the Services.
- b) The phone sets are provided with a one (1) year manufacturer's warranty and Shaw Business will handle all warranty related issues.
- c) Shaw Business hereby provides Customer with a limited license to use the software provided with the Services and Customer

Shaw) Business

acknowledges that its license to use the software is conditional upon Customer agreeing that it will not: (i) transfer, assign or sublicense the software to any other person, organization or entity, (ii) attempt to create any derivative version thereof, or (iii) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.

- d) **Customer acknowledges and agrees that phones sets provided by Shaw Business for Services at a Service Location must remain at that Service Location and Customer agrees that it will not remove the phone sets from the Service Location where they were provided.**

CHANGES TO OFF-NET SERVICES

Some Off-Net Services provided by Shaw Business may have a third party component which is subject to regulatory changes from time to time. Shaw Business reserves the right to make changes to this Service Order Form as a result of tariff or other regulatory changes to the third party component of the Services as follows: (i) the monthly recurring charges; and/or (ii) the method by which the Services are delivered. Shaw Business will make commercially reasonable efforts to minimize any rate increases as a result of the third party changes. If a change is made to any third party service component which affects the Services, Shaw Business will provide the Customer with sixty (60) days written notice of the expected change and the impact it will have on the Services ("Change Notice"), including any change to the monthly recurring charges. Upon receipt of the Change Notice, Customer will have the option of either accepting the proposed changes or cancelling the affected Services without penalty. If Customer chooses to cancel the affected Services, Customer will provide Shaw Business with written notice to terminate the services and such notice must be sent within thirty (30) days of receipt of the Change Notice, after which Customer will be deemed to have accepted the change to the Services.

NOTICES

Shaw Business address for Legal Notices:

900, 630 – 3 Avenue SW, Calgary AB T2P 4L4

ATTENTION: VP Sales, Business Fax No.: 403-303-4823

WITH A COPY TO: EVP & Chief Legal & Regulatory Officer Fax No.: 403-716-6544

The Customer acknowledges and agrees that each service ("**Service**") provided hereunder shall be governed by the terms and conditions included within this Service Order Form and either: (a) the terms of service available at <http://business.shaw.ca/Terms-Of-Service/> (as such terms may be updated from time to time) ("**Terms of Service**"), or (b) any services agreement between Customer and Shaw Business currently in effect, ("**MSA**"). The Terms of Service or MSA, as applicable, is hereby incorporated by reference into, and together with this Service Order Form forms the entire agreement between the parties hereto. In the event of any inconsistency between this Service Order Form and either the Terms of Service or MSA, as applicable, the terms and conditions set out in this Service Order Form shall prevail.

SPECIAL TERMS AND CONDITIONS

1. Notwithstanding clause 9(a) of the Shaw Business Terms of Service, the Parties agree that the governing law will be Ontario.
2. The fourth sentence of clause 9(j) of the Shaw Business Terms of Service will be deleted and replaced with the following:
"Notwithstanding the above, the Parties acknowledge that disclosure of this Agreement will be required to certain of their respective employees, agents, City Council, or representatives, to effectuate the purposes hereof, and to receive approval of Council, or as is necessary to comply with federal, provincial or local regulatory requirements, including disclosure requirements of public corporations and in accordance with the Municipalities MFIPPA obligations, in Canada and/or the USA, as applicable, and any such disclosure shall not require the prior written consent of the other Party."

Legal Customer Name: The Corporation Of The City Of Sault Ste Marie

Signature

Print Name

Mayor - Christian Provenzano

Title

Date

Signature

City Clerk - Rachel Tyczinski



Signature

Print Name

Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-192

COUNCIL PROCEDURE: (A1.6) A by-law to amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie).

The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2013-100 AMENDED**

By-law 2013-100 is amended as follows:

(a) Paragraph 1. **Rules of Procedure Adopted**

Delete:

“1.2 “meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them.”; and

Insert:

“1.2 “meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where;

- a) a quorum of members is present, and
- b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.”

(b) Paragraph 5. **Closed Session**

5.1 *Municipal Act Provisions*

Insert:

“h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

- i) a trade secret or scientific, technical, commercial financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice

significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

- j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.”

(c) Paragraph **5. Closed Session**

5.1 Municipal Act Provisions

Insert at the end of Paragraph 5.1:

“an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13(1) of this Act, or the investigator referred to in subsection 239.2 (being the section authorizing appointment of a closed meeting investigator).”

(d) Paragraph **5. Closed Session**

Insert: “5.4 *Voting*

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

(e) Paragraph **5. Closed Session**

Insert:

“5.5

Should a report be issued by a closed meeting investigator which finds that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 or to this procedure by-law, Council must pass a resolution stating how it intends to address the report.”

(f) Paragraph **2. Head of Council** 2.5 *Acting Mayor*

Delete:

“Section 27.2 shall not apply to the Acting Mayor. (ex officio member of committees).”; and

Insert at the end of paragraph f):

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

(g) **4. Regular Meetings**

Insert:

“4.12 Declarations of Conflict of Interest

Written declarations of a Conflict of Interest are required for open and closed meetings. A registry of the declarations shall be made available for public inspection.”

(h) **VOTING** Paragraph **22. Recorded Votes** 22.3:

Delete:

“Clerk’s Call

If a vote is to be recorded the Clerk shall call out the names of the members of Council on a rotational basis. Each member of Council shall in turn indicate whether the member is in favour or opposed to the matter being voted upon. The Clerk shall record the vote of each member in the minutes.”; and

Insert:

“Electronic Voting

When the Clerk opens the vote every member of Council present shall vote electronically unless they have declared a conflict of interest. Voting by a show of hands is permitted in the event of a power or internet outage.

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

1. Adoption of Minutes

- 4. Approve Agenda
- 6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda
- 11. Consideration and Passing of By-laws (on consent)
- 13. Closed Session
- 14. Adjournment

(i) **1. Rules of Procedure Adopted**

Delete:

“1.4 The Procedure By-law shall be reviewed at the mid-term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.”; and

Insert:

“1.4 The Procedure By-law shall be reviewed during the term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.”

(j) Paragraph **6. Special Meeting** 6.2(a) *Notice to Members of Council:*

Delete:

“or facsimile transmission”.

(k) Paragraph **7. Rules of Conduct and Debate** 7.10 *Member Called to Order*

Delete:

“shall immediately be seated until the point of order is dealt with and”.

(l) Paragraph **7. Rules of Conduct and Debate** 7.20 *Member Leaving Chamber*

Delete:

“In the event that a member intends to leave the Chamber and not return, prior to adjournment of a meeting, he or she shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as he or she becomes aware of the fact.”; and

Insert:

“In the event that a member intends to leave the Chamber and not return, prior to adjournment of a meeting, where practicable, he or she shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as he or she becomes aware of the fact.”

(m) **ORDER OF PROCEDURE** Paragraph **23. Agenda** 23.4 *Delivery of Agenda to Council and Public*

Delete from subtitle:

“and Public”

Delete:

“On the Thursday preceding each regular meeting of the Council, the Clerk shall cause to be delivered to each member of the Council at his or her place of residence or other designated location a full Agenda package”; and

Insert:

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

(n) **GENERAL PROVISIONS** Paragraph **29. General** 29.3 – *Addresses of Members of Council*

Delete:

“It is the responsibility of each member of Council to inform the Clerk of the address to which notices of meetings, Agendas, and other information shall be sent and any such notice, Agenda or other information is duly sent or given if sent to that address.”; and

Insert:

“Notices of meetings, Agendas and other information shall be sent to the member’s City email address and any such notice, Agenda or other information is duly sent or given if sent to that email address.”

(o) **ORDER OF PROCEDURE 23. Agenda**

Insert:

"23.1 Correspondence Agenda

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

Correspondence Agendas are to be placed on the City website."

(p) Paragraph 23.7 *Movers/Seconders*

Delete:

"Month of Meeting	Mover shall be one of the members from:	Secunder shall be one of the members from:
January	Ward 1	Ward 6
February	Ward 2	Ward 5
March	Ward 3	Ward 4
April	Ward 4	Ward 3
May	Ward 5	Ward 2
June	Ward 6	Ward 1
July	Ward 1	Ward 6
August	Ward 2	Ward 5
September	Ward 3	Ward 4
October	Ward 4	Ward 3
November	Ward 5	Ward 2
December	Ward 6	Ward 1"

and insert:

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

(q) **GENERAL PROVISIONS 29. General**

Insert:

"29.4 Administrative Corrections

The City Clerk has the authority to make administrative corrections to official records of Council."

EFFECTIVE DATE

This by-law shall be effective from the date of its final passing.

PASSED in open Council this 23rd day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI