



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

Monday, February 24, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	11 - 27
Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro Resolved that the Minutes of the Regular Council Meeting of 2020 02 03 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 L. Vezeau-Allen Seconder Councillor M. Bruni Resolved that the Agenda for 2020 02 24 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Huron Central Railway	
Joe Fratesi and Steve Butland, Co-Chairs, Huron Central Railway Stakeholders' Task Force	
5.2 Mental Health and Addictions Institute	28 - 45

Asima Vezina, President and Vice-Chancellor, Algoma University

- 5.3 Greenhouse Gas Inventory** 46 - 58
Emily Cormier, Climate Change Coordinator
- 6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that all the items listed under date 2020 02 24 – Agenda item 6 – Consent Agenda be approved as recommended.
- 6.1 RFQ – Sault Ste. Marie Innovation Centre – GIS Contract Extension** 59 - 60
A report of the Manager of Purchasing is attached for the consideration of Council.
The relevant By-law 2020-60 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.2 Community Development Fund** 61 - 72
A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 02 24 concerning the creation of a Community Development Fund be received.
Further that Council direct staff to engage relevant stakeholders to finalize the criteria for the various components of the Community Development Fund and return to Council for final approval.
- 6.3 EDC Transfer of Small Business Enterprise Centre Agreements** 73 - 75
A report of the Director of Economic Development is attached for the consideration of Council.
The relevant By-laws 2020-63 and 2020-64 are listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4 Concert / Entertainment Advisory Group** 76 - 83
A report of the Director of Community Services is attached for the consideration of Council.
Mover Councillor L. Dufour

Second Councillor R. Niro

Resolved that the report of the Director of Community Services dated 2020 02 24 concerning Concert /Entertainment Advisory Group be received and that the attached Terms of Reference be adopted.

6.5 Canadian Dermatology Association Shade Structure Grant 84 - 86

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

Mover Councillor L. Vezeau-Allen

Second Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2020 02 24 be received and that staff be authorized to submit an application to the Canadian Dermatology Association Shade Structure Grant Program for the purchase and installation of a picnic shelter at Point Des Chenes Day Park and Beach.

6.6 Request for Financial Assistance for National / International Sports Competitions 87 - 90

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

Mover Councillor L. Dufour

Second Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2020 02 24 concerning the request for financial assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council support the financial assistance grant for Holly Lasante's participation at the World Classic and Equipped Masters Powerlifting Championships to be held April 26 – May 3, 2020 in Sun City, South Africa in the amount of \$200.00 be approved.

6.7 Ontario Municipal Commuter Cycling Program – 2020 91 - 97

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

Mover Councillor L. Dufour

Second Councillor M. Bruni

Resolved that the report of the Senior Planner dated 2020 02 24 concerning the Ontario Municipal Commuter Cycling Program – 2020 be received and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes, the Northern Community Centre multi-use-path, and the James Street/Machine Shop spoke.

6.8 Black Road Posted Speed Limit Reduction 98 - 99

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Second Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Black Road Posted Speed Limit Reduction be received.

A by-law amending the traffic by-law will be brought to a future Council meeting.

6.9 Bay Street Improvements – Engineering Fees 100 - 101

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Second Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 be received and that Council authorize the engineering fee limit in Kresin Engineering's agreement for the Bay Street Improvements be further increased by \$250,000 to the limit of \$793,500; further that \$250,000 be redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget.

6.10 Central Creek Aqueduct Project Budget Increase 102 - 103

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Dufour

Second Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Central Creek Aqueduct Project Budget Increase be received and that the engineering fee limit for the Central and East Davignon Creek Aqueduct Repairs be increased to \$139,130 with \$13,727 accommodated within the original budget and the remainder of \$13,403 redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget.

6.11 Connor Road Culvert Engineering Services 104 - 105

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Second Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2020 02 24 concerning Connor Road culvert repairs be received and that STEM Engineering be retained.

An individual engineering agreement will be brought to Council for approval at a later date.

6.12 Waterfront Walkway Remediation – Consultant Selection 106 - 107

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Waterfront Walkway Remediation consultant selection be received and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement will be brought to Council for approval at a later date.

6.13 Professional Traffic Engineering Advisory Services 108 - 109

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Professional Traffic Engineering Advisory Services consultant selection be received, and that Council authorize entering into an agreement for engineering services with IMA+ for 2020 with an engineering fee limit of \$30,000.

An individual engineering agreement will be brought to Council for approval at a later date.

6.14 Land Transfers regarding 440 River Road (1890628 Ontario Inc.) 110 - 113

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

The relevant By-laws 2020-57 and 2020-58 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 LPAT Appeal – 22 MacDonald Avenue (Ruscio/Martella) 114 - 115

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Assistant City Solicitor dated 2020 02 24 concerning Local Planning Appeals Tribunal appeal (22 MacDonald Avenue) be received and that despite the appeals Council indicates its wish to proceed with Zoning By-law 2020-31 and By-law 2020-30 being a by-law to adopt Amendment No. 226 to the Sault Ste. Marie Official Plan.

7. Reports of City Departments, Boards and Committees

- 7.1 Administration**
- 7.2 Corporate Services**
- 7.2.1 Annual Report of Integrity Commissioner** 116 - 118
- A report of the Integrity Commissioner is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that the Annual Report of the Integrity Commissioner for the period January 1, 2019 to January 31, 2020 be received as information.
- 7.3 Community Development and Enterprise Services**
- 7.3.1 Community Greenhouse Gas Emissions Inventory** 119 - 125
- A report of the Climate Change Coordinator is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen
Seconder Councillor R. Niro
Resolved that the report of the Climate Change Coordinator dated 2020 02 24 concerning Greenhouse Gas (GHG) Inventory Report be received as information.
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.7.1 A-1-20-Z – 25 Donna Drive (1890714 Ontario Inc. c/o Steve Ficociello)** 126 - 146
- A report of the Senior Planner is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Bruni
Resolved that the Report of the Senior Planner dated 2020 02 24 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m;
- Further that Council deems the property subject to site plan control, pursuant to Section 41 of the *Planning Act*.

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

7.8 Boards and Committees

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

8.1 Snowmobile Road Use

Mover Councillor S. Hollingsworth

Seconder Councillor P. Christian

Whereas snowmobiling is a popular winter activity that injects an estimated \$23.6 million into Northern Ontario through snowmobile tourism each year (accommodation, restaurants, retail, service, fuel and so forth); and

Whereas there are thousands of kilometres of groomed trails regulated by the Ontario Federation of Snowmobile Club (OFSC) surrounding our community; and

Whereas if Sault Ste. Marie adopts snowmobile-friendly accessible roads, winter tourism may increase and the City could be a starting point for those interested in riding the trails; and

Whereas Sault Ste. Marie is consistently trying to find additional winter attractions and activities to draw both Canadian and American tourists to the community; and

Whereas snowmobiling is a popular winter activity that can result in the community becoming a destination for families and outdoor enthusiasts; and

Whereas the City of Timmins has recognized the positive tourism value of snowmobilers and approved a trial period of snowmobile road use for the remainder of the 2020 snowmobile season with restrictions to ensure safety for both residents and riders;

Now Therefore Be It Resolved that appropriate City staff, in consultation with the Sault Trailblazers Snowmobile Club, be requested to research the process Timmins has adopted allowing snowmobiles to use municipal roads and report back regarding the use of roads and/or the John Rowswell Hub Trail in Sault Ste. Marie for a limited period, allowing riders to access restaurants, services, and accommodation from all points of the City with the goal of increasing winter tourism.

8.2 Levy Board Budgets

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas as a result of 2020 budget deliberations, the tax increase for residents was 3.31%; and

Whereas of the 3.31% total tax increase, 1.47% was a result of increases to municipal services and 1.84% was a result of increases to shared municipal and provincial

services (levy and local boards); and

Whereas a significant portion of the 1.84% increase (levy and local boards) is a result of provincial budget cuts and downloading or unilateral provincial changes to funding formulas;

Now Therefore Be It Resolved that in future budget years, when provincial decisions would result in an increase to municipal taxes, that outside levy and local boards be requested to bring forward two scenarios, one, their recommended budget, and two, what spending cuts would be necessary in order to accommodate the provincial decisions.

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 L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2020 02 24 be approved.

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

11.1.1 By-law 2020-57 (Property Acquisition) Part 440 River Road

147 - 148

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-57 being a by-law to authorize the acquisition of a portion of property located at civic 440 River Road being Part 14, 1R7949 (1890628 Ontario Inc./Ronald Boyer) be passed in open Council this 24th day of February, 2020.

11.1.2 By-law 2020-58 (Property) Declare Surplus Property Abutting 440 River Road

149 - 150

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-58 being a by-law to declare the City owned property legally described as PT PIN 31486-0141 (LT) PT LT 69 RCP H714 RANKIN LOCATION;

BEING PART 18 1R7949 AS IN T416356; SAULT STE. MARIE being property abutting 440 River Road as surplus to the City's needs and to authorize the disposition of the said property to 1890628 Ontario Inc. (Ronald Boyer) or as otherwise directed be passed in open Council this 24th day of February, 2020.

11.1.3 By-law 2020-59 (Agreement) Local No. 67 Canadian Union of Public Employees - Civic Centre 151 - 205

Council Report was passed by Council resolution on September 23, 2019.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-59 being a by-law to authorize the execution of the Agreement between the City and Local No. 67 Canadian Union of Public Employees - Civic Centre for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 24th day of February, 2020.

11.1.4 By-law 2020-60 (Agreement) SSM Innovation Centre GIS Services 206 - 208

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-60 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for the provision of GIS Services for a one-year period commencing January 1, 2020 be passed in open Council this 24th day of February, 2020.

11.1.5 By-law 2020-61 (Agreement) WSP Canada Inc. 209 - 230

Council Report was passed by Council resolution on October 22, 2019.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-61 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the Anna Street EA be passed in open Council this 24th day of February, 2020.

11.1.6 By-law 2020-62 (Agreement) Kresin Engineering Corporation (Northern Avenue) 231 - 245

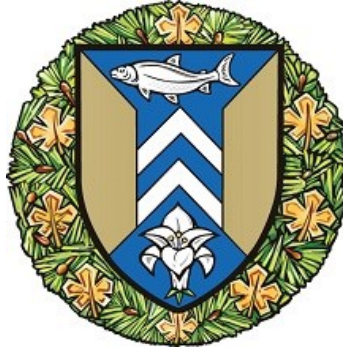
Council Report was passed by Council resolution on February 3, 2020.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2020-62 being a by-law to authorize the execution of the Agreement between the City and Kresin Engineering Corporation for engineering services for the Northern Avenue corridor improvements be passed in open Council this 24th day of February, 2020.

- 11.1.7 By-law 2020-63 (Agreement) EDC Consent and Amending Agreement** 246 - 332
- A report from the Director of Economic Development is on the Agenda.
- Mover Councillor L. Vezeau-Allen
Seconder Councillor R. Niro
Resolved that By-law 2020-63 being a by-law to authorize the execution of the Consent and Amending Agreement between the City and Sault Ste. Marie Economic Development Corporation and Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to transfer program delivery and funding from Sault Ste. Marie Economic Development Corporation to the City be passed in open Council this 24th day of February, 2020.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**
- Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Bruni
Resolved that this Council proceed into closed session to discuss one matter concerning a potential acquisition of land; and one matter concerning a potential disposition of land;
- Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.
- Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.*
- 14. Adjournment**
- Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Bruni
Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, February 3, 2020

4:30 pm

Council Chambers

Civic Centre

Present: Acting Mayor S. Hollingsworth, Councillor P. Christian, 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

Absent: Mayor C. Provenzano

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Niro, D. Elliott, M. Borowicz-Sibenik, M. Zuppa, B. Lamming, T. Vecchio, F. Coccimiglio, D. Hollingsworth, S. Cole, T. Anderson, V. McLeod, K. Fisher, J. King

1. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2020 01 20 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 D. Hilsinger – 2020 Cultural Financial Assistance Grants

3.2 Councillor M. Shoemaker – By-law 2020-47 (Zoning) 227, 231, 235, 239 and 243 East Balfour Street

Developer is a client of law firm.

3.3 Councillor M. Shoemaker – By-law 2019-48 (Development Control) 227, 231, 235, 239 and 243 East Balfour Street

Developer is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Agenda for 2020 02 03 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Missing and Murdered Indigenous Women and Girls

Eva Dabutch, Family Services Supervisor; April Wesley, Choose Life Coordinator; Deanna Heyden, MMIW Events Coordinator and Lauren Doxtater; Nimkii-Naabkawagan Family Crisis Centre were in attendance.

5.2 Black History Month

Jane Omollo and Romilola Araba were in attendance.

5.3 Heritage Week

Kathy Fisher, Curator, Ermatinger-Clergue National Historic Site and Virginia McLeod, Manager of Recreation and Culture were in attendance.

5.4 Heritage Award 2019

Sean Meades, Municipal Heritage Committee member was in attendance to provide an overview of the project.

5.5 Sault College – International Education

Dr. Ron Common, President was in attendance.

5.6 Future SSM Project Update

Travis Anderson, Project Manager was in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2020 02 03 – Agenda item 6 – Consent Agenda save and except Agenda item 6.10 be approved as recommended.

Carried

6.1 Community Safety and Well-Being Plan

The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2020 02 03 concerning Community Safety and Well-Being Plan be received and that Council authorize the Algoma Leadership Table to act as the advisory committee for the development of the plan.

Carried

6.2 RFP - Wayfinding

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning RFP – Wayfinding be received and that the proposal submitted by Hansen Signs of Moncton, NB be approved at a proposed initial cost of approximately \$124,250.00 plus HST.

Carried

6.3 RFP – Seasonal Security Services

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 02 03 be received and that the proposal submitted by North East Regional Security Services of Sault Ste. Marie, ON for the provision of

Seasonal Security Services for the three (3) year period commencing March 2, 2020 (with the option for up to two (2) additional years by mutual agreement) be approved.

Carried

6.4 Certified Rebuild of Caterpillar D6T Bulldozer

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning Certified Rebuild of Caterpillar D6T Bulldozer be received and that the acceptance of the quotation submitted by Toromont CAT in the amount of \$529,926.80 plus HST for the Caterpillar Certified Rebuild of the Caterpillar D6T bulldozer in use at the municipal landfill be approved on a sole source basis.

Carried

6.5 RFP – Benefit Carriers

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Human Resources dated 2020 02 03 concerning RFP Benefit Carriers be received as information.

Carried

6.6 RFP – Employee Benefits

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 02 03 concerning RFP – Employee Benefits be received and that the proposal submitted by Greenshield Canada of Toronto, ON for the provision of Health and Dental Benefits for employees and by Manulife of North York, ON for the provision of Disability and Life Insurance Benefits for the seven (7) year period commencing May 1, 2020 be approved.

By-laws authorizing signature of agreements with Greenshield Canada and Manulife will appear on a future Council Agenda.

Carried

6.7 Video Scoreboard – GFL Memorial Gardens

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Community Services concerning Video Scoreboard – GFL Memorial Gardens dated 2020 02 03 be received as information.

Carried

6.8 RFP – Video Scoreboard – GFL Memorial Gardens

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

The relevant By-law 2020-55 is listed under item 11 of the Minutes.

6.9 Boards and Committees Appointments

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

The relevant By-law 2020-54 is listed under item 11 of the Minutes.

6.11 Municipal Law and By-Law Enforcement Officers

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

The relevant By-laws 2020-52 and 2020-53 are listed under item 11 of the Minutes.

6.12 Rural Economic Development Program Application

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

That the report of the Curator of the Ermatinger-Clergue National Historic Site dated 2020 02 03 concerning the Rural Economic Development Program be received and that the request of the Historic Sites Board to submit an application be approved.

Carried

6.13 Firearms By-law Exemption Ermatinger-Clergue National Historic Site

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

The relevant By-law 2020-38 is listed under item 11 of the Minutes.

6.14 Northern Avenue Improvements Consultant Selection

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 03 concerning Northern Avenue Improvements Consultant Selection be received and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.

A By-law authorizing signature of an engineering agreement with an estimate of engineering fees will appear on a future Council Agenda.

Carried

6.15 Court Security and Prisoner Transportation Agreement 2020

The report of the City Solicitor was received by Council.

The relevant By-law 2020-40 is listed under item 11 of the Minutes.

6.16 Amending Agreement between City and Rogers Communications Inc. – 638 Cathcart Street

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

The relevant By-law 2020-46 is listed under item 11 of the Minutes.

6.17 Sault Cycling Proposal – Feasibility

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Solicitor/Prosecutor dated 2020 02 03 concerning Sault Cycling Proposal be received and that staff be directed to negotiate an agreement with the Sault Cycling Club to action the first stage of their proposal, being a three (3) kilometre natural surface trail on City property located in the Finn Hill area at a nominal cost to the City.

Carried

6.18 Animal Care and Control (Housekeeping Amendments)

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

The relevant By-law 2020-37 is listed under item 11 of the Minutes.

6.19 Traffic and Parking By-laws (Housekeeping Amendments)

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

The relevant By-laws 2020-24, 2020-41, 2020-42 and 2020-43 are listed under item 11 of the Minutes.

6.10 2020 Cultural Financial Assistance Grants

Councillor D. Hilsinger declared a conflict on this item.

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2020 02 03 concerning 2020 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget of \$75,000 in the following amounts be approved:

1. 180 Projects – \$3,000
2. African Caribbean Canadian Association of Northern Ontario – \$2,000
3. Algoma Art Society – \$2,000
4. Algoma Arts Festival Association – \$2,000
5. Algoma Conservatory of Music – \$3,500
6. Algoma Festival Choir – \$5,000
7. Algoma Weavers Guild – \$2,000
8. Arts Council of Sault Ste. Marie and District – \$15,000
9. Batchewana First Nation – \$4,500
10. Congregation Beth Jacob – \$2,000
11. In Your Eyes Projects – \$1,000
12. Living History Algoma (Algoma 1812) – \$3000
13. Over the Rainbow Children's Entertainment – \$3,500
14. Sault Symphony Association – \$2,000
15. Sault Theatre Workshop – \$2,500
16. Shadows of the Mind Film Festival – \$4,000

- 17. The ArtSpeaks Project – \$5,000
- 18. The Sault Blues Society – \$2,000
- 19. The Sault Community Theatre Centre – \$4,300
- 20. Theatre Ontario Festival 2020 – \$2,000
- 21. Thinking Rock Community Arts – \$4,700

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	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	1

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 FutureSSM Project Update

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 02 03 concerning FutureSSM Project Update 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	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

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

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

8.1 Best for Kids Transit Pilot Project

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Whereas it is the objective of The Best For Kids Committee “to encourage and promote the City of Sault Ste. Marie’s efforts to put children first”; and

Whereas it is the Committee’s vision “that Sault Ste. Marie will be a community that puts children first by understanding and investing in healthy childhood development to improve outcomes for all children”; and

Whereas the City and the Committee are committed to fostering a community that has an extraordinary quality of life for children and their families; and

Whereas the City of Sault Ste. Marie has many opportunities for children to be involved in recreational activities such as the Splash Pad, the Pump Track, the Manzo Pool, the Greco Pool, and the Skateboard Park; and

Whereas all of these recreational opportunities are important in the development of healthy children and their quality of life; and

Whereas it may be difficult for some children to access any of these recreational opportunities because of lack of transportation or its affordability;

Now Therefore Be It Resolved that Community Development and Enterprise Services be requested to investigate the feasibility of a pilot project to run from June 27, 2020 to September 6, 2020, whereby Transit Services would provide free bus rides on weekends to all children and their parents who would like to attend any of the recreational facilities listed above 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	10	0	1

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2020 02 03 save and except By-laws 2020-47 and 2020-48 be approved.

Carried

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

11.1.1 By-law 2020-24 (Traffic) Amend By-law 77-200

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-24 being a by-law to amend Traffic By-law 77-200 be passed in open Council this 3rd day of February, 2020.

Carried

11.1.2 By-law 2020-37 (Animal Care and Control) Amend By-law 2019-117

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-37 being a by-law to amend By-law 2019-117 (being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie) be passed in open Council this 3rd day of February, 2020.

Carried

11.1.3 By-law 2020-38 (Noise and Firearms Exemption) Ermatinger-Clergue

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-38 being a by-law to exempt the Ermatinger-Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 3rd day of February, 2020.

Carried

11.1.4 By-law 2020-40 (Agreement) Court Security and Prisoner Transportation

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-40 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding of court security and prisoner transportation for 2020 be passed in open Council this 3rd day of February, 2020.

Carried

11.1.5 By-law 2020-41 (Parking) Amend By-law 4001

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-41 being a by-law to amend By-law 4001 being a by-law to prohibit unauthorized parking of motor vehicles on private property be passed in open Council this 3rd day of February, 2020.

Carried

11.1.6 By-law 2020-42 (Parking) Amend By-law 69-80

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-42 being a by-law to amend By-law 69-80 being a by-law to regulate the parking of vehicles on lands or buildings operated by the Parking Division of the City of Sault Ste. Marie as parking lots on which no charge is made to the public for the parking of vehicles be passed in open Council this 3rd day of February, 2020.

Carried

11.1.7 By-law 2020-43 (Fire Routes) Amend By-law 2013-105

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-43 being a by-law to amend By-law 2013-105 being a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted be passed in open Council this 3rd day of February, 2020.

Carried

11.1.8 By-law 2020-44 (Zoning) 139 White Oak Drive West

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-44 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 139 White Oak Drive West (BDI Holdings LTD. c/o Shawn Spurr) be passed in open Council this 3rd day of February, 2020.

Carried

11.1.9 By-law 2020-45 (Development Control) 139 White Oak Drive West

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-45 being a by-law to designate the lands located at 139 White Oak Drive West an area of site plan control (BDI Holdings LTD. c/o Shawn Spurr) be passed in open Council this 3rd day of February, 2020.

Carried

11.1.10 By-law 2020-46 (Agreement) Rogers Communications-638 Cathcart Street

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-46 being a by-law to authorize the execution of the Lease Amending and Extension Agreement between the City and Rogers Communications Inc. to provide for a further option to extend the lease and to incorporate an amended insurance provision regarding the lease of 638 Cathcart Street, Sault Ste. Marie be passed in open Council this 3rd day of February, 2020.

Carried

11.1.13 By-law 2020-50 (Agreement) Great Northern Road/Second Line Traffic Network Class Environmental Assessment

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-50 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for professional services for the Great Northern Road/Second Line Traffic Network Class Environmental Assessment be passed in open Council this 3rd day of February, 2020.

Carried

11.1.14 By-law 2020-51 (Agreement) Poralu Marine Inc.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-51 being a by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the provision of D Dock replacement at the Bellevue Marina be passed in open Council this 3rd day of February, 2020.

Carried

11.1.15 By-law 2020-52 (Parking) Appoint Municipal Law Enforcement Officers Amend By-law 90-305

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-52 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 3rd day of February, 2020.

Carried

11.1.16 By-law 2020-53 (Parking) Municipal By-law Enforcement Officers

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-53 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie is passed in open Council this 3rd day of February, 2020.

Carried

11.1.17 By-law 2020-54 (Council Procedure) Amend By-law 2013-100

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-54 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 3rd day of February, 2020.

Carried

11.1.18 By-law 2020-55 (Agreement) Video Scoreboard

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-55 being a by-law to authorize the execution of the Agreement between the City and Soo Greyhounds Inc. (carrying on business as Soo Greyhounds Hockey Club) for the purchase and use of a video scoreboard and various ancillary items from OES Inc. for use in the GFL Memorial Gardens be passed in open Council this 3rd day of February, 2020.

Carried

11.1.11 By-law 2020-47 (Zoning) 227, 231, 235, 239 and 243 East Balfour Street

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-47 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 227, 231, 235, 239 and 243 East Balfour Street (Richard and Melissa Hurley) be passed in open Council this 3rd day of February, 2020.

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 (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	1

Carried

11.1.12 By-law 2019-48 (Development Control) 227, 231, 235, 239 and 243 East Balfour Street

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-48 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 227, 231, 235, 239 and 243 East Balfour Street (Richard and Melissa Hurley) be passed in open Council this 3rd day of February, 2020.

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 (Conflict)			
Councillor M. Bruni	X		

Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	1

Carried

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

11.2.1 By-law 2019-49 (Local Improvement) Northern Avenue Concrete Sidewalk

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-49 being a by-law to authorize the construction of a concrete sidewalk on Northern Avenue East from Reid Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 3rd day of February, 2020.

Carried

11.3 By-laws before Council for THIRD reading which do not require more than a simple majority

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

13. Closed Session

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council proceed into closed session to discuss one matter concerning potential acquisition/disposition of land; and one matter supplied in confidence which if disclosed could reasonably be expected to prejudice the competitive position of a third party

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

Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

Municipal Act 2002 – section 239 2 (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

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Acting Mayor

City Clerk

ONTARIO MENTAL HEALTH AND ADDICTIONS RESEARCH AND TRAINING INSTITUTE

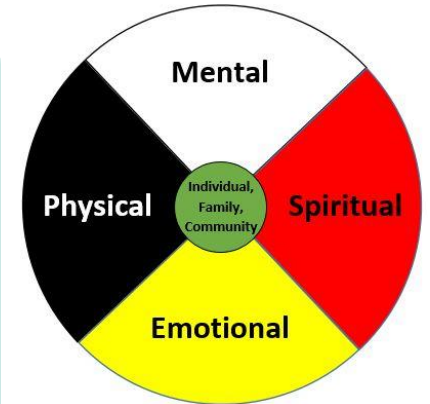
A Holistic Approach to Mental Illness & Addictions,
Integrating Indigenous Knowledge & Western Science

20.02.2020
SSM City Council

Purpose

Respond to the urgent needs in mental illness and addictions and the Opioid Crisis by:

- Focused on treatment and prevention of mental illness and addictions.
- Developing innovative educational programs to train generations of mental health and addictions care professionals.
- Leading in building a comprehensive system of prevention, treatment and healing, with a particular focus on the unique needs of Northern and rural communities.



Value of this collaborative partnership



Northern Ontario
School of Medicine
École de médecine
du Nord de l'Ontario
ᑭᓱᑦᑲᓱᑦ ᑭᓱᑦᑲᓱᑦ
ᑭᓱᑦᑲᓱᑦ ᑭᓱᑦᑲᓱᑦ



SAULT
COLLEGE



Vision

“**Minoeyawin**” - good spirit, physical health and emotional and psychological well-being for all.

Mission

Create evidence-informed, multi-location, holistic, comprehensive, inclusive, integrated, cross-sectoral health and well being programs that span the life cycle from conception to the spirit world for all Peoples in Algoma District, promoting a pathway to living **mino bimaadiziwin** (the good life), through integration of Indigenous knowledge and western science.

Strategic Goals

Improved Care for Patients, Families, and Communities

- Evidence informed, holistic and culturally inclusive, effective mental health and addictions care and delivered seamlessly, by a highly trained, interdisciplinary sustainable workforce.

Enhanced Interdisciplinary Mental Illness Education and Training Programs

- Focus on life skills, health & wellbeing through the life cycle from conception to the spirit world, promoting a pathway to living mino bimaadiziwin (the good life).

Expanded Addictions and Mental Illness Research

- Multidisciplinary, collaborative research to expand knowledge on mental health & addictions treatment, ensuring a population health impact across rural and Northern Ontario and beyond

Rationale

'We just can't talk about (opioids) enough'

AMO's report and recommendations on opioids is getting support from municipalities across Ontario. Sault Ste. Marie has penned its own resolutions to the government, but supports the AMO document in principle.

Elaine Della-Mattia
[More from Elaine Della-Mattia](#)

Published on: February 11, 2020 | Last Updated: February 11, 2020 2:35



Pitfalls and progress in treating northern Ontario's opioid crisis

Northern Ontario faces unique barriers in addressing the opioid crisis, making the issue particularly severe

Sep 11, 2019 6:30 PM By: Northern Policy Institute

Police ponder opioid treatment program

Brian Kelly
[More from Brian Kelly](#)

Published on: October 1, 2019 | Last Updated: October 1, 2019 1:07 PM EDT



Support the healing from historic trauma

NEWS RELEASE SAULT COLLEGE ***** Project ALLY: Aboriginal Leaders Liberating Youth is an annual event created and hosted by faculty and students in the Social Service Worker - Native Specialization (SSW-NS) program at Sault College

Apr 4, 2015 5:22 PM By: SooToday Staff



Push continues for help to reduce opioid crisis in Sault Ste. Marie

Sault Ste. Marie city council is acutely aware that the city has a drug problem. And it is using every tool at its disposal to get the provincial government to fund a Level III Withdrawal Management Facility. It's urging residents to also lobby the city's elected representative and the provincial government.

Elaine Della-Mattia
[More from Elaine Della-Mattia](#)

Published on: April 15, 2019 | Last Updated: April 15, 2019 8:56 PM EDT



Sault makes list of Canadian cities with highest opioid poisoning hospitalization rates

Canada's smaller communities are being hit the hardest by the opioid crisis, the Sault included

Dec 12, 2018 4:34 PM By: Global News



Algoma University in early discussion stages for mental illness, addictions program

University president, Algoma partners, hope some courses can be offered by 2022

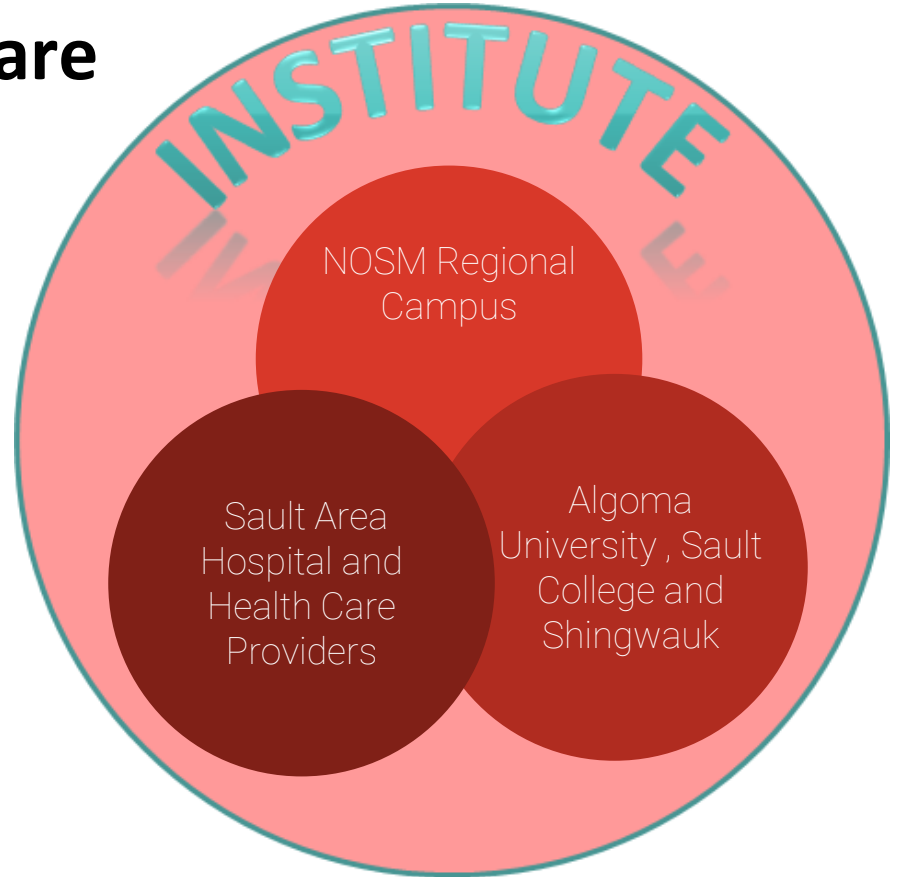
Jan 24, 2020 9:00 AM By: [Darren Taylor](#)



- Rising challenges in addictions and mental illness in Ontario
- Intergenerational and lateral trauma resulting from colonization and forced acculturation
- Fractured systems, lack of coordination and evidence-informed approaches/systems
- Significant opportunities to improve knowledge, skills, and quality of MH&A care

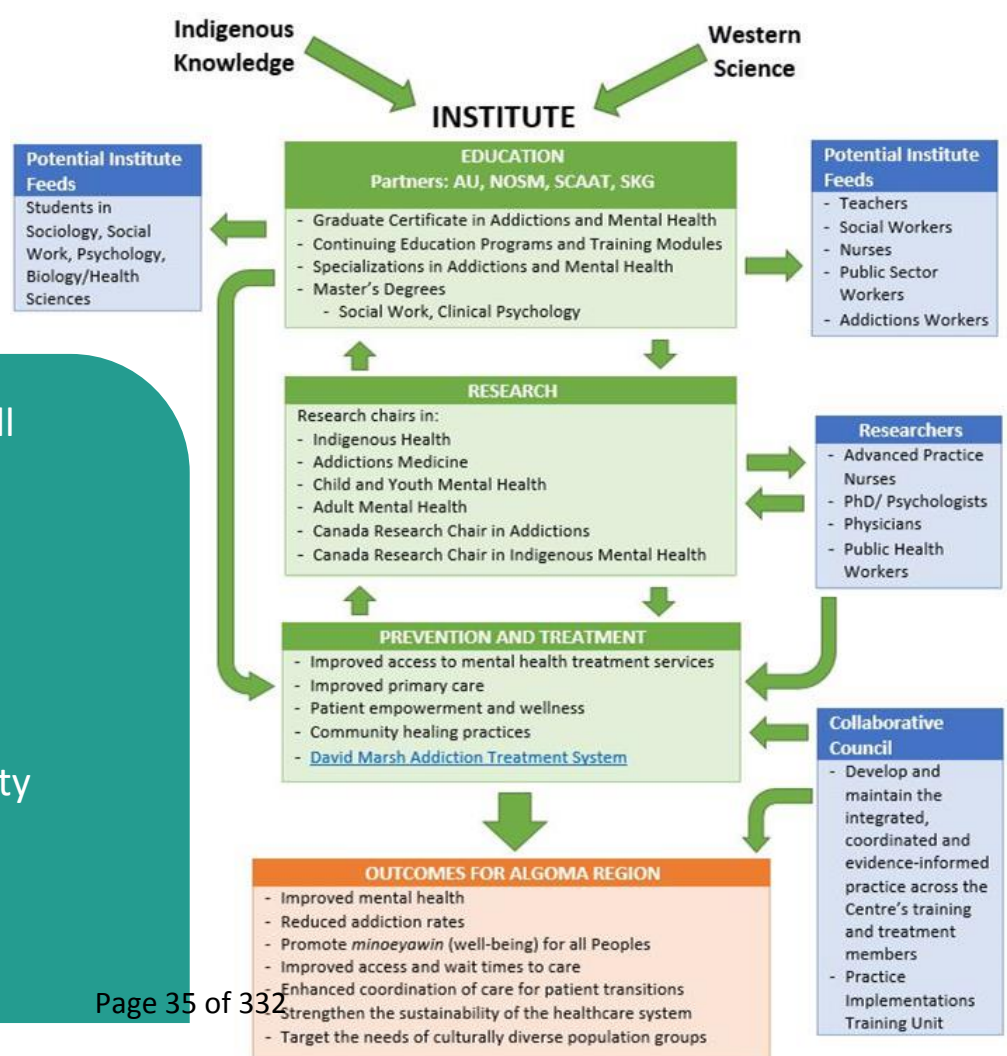
Integrated Mental Health Care

- Collaborative Advisory Council
- Governing Alliance
- Institute Executive



Institute Design

- Integration of services across the full care continuum
- Use best evidence and knowledge, digital health, and data science solutions.
- Active engagement of the community
- Cross-sectoral collaboration



Outcomes...

In 3 years, the Ontario Mental Health and Addictions Research and Training Institute will be:

- An integrated system of mental illness and addictions prevention, treatment, and healing
- Supporting locally run socially and culturally based life promoting programs
- Providing training programs and experiential learning to prepare students to work with vulnerable populations, drawing on Indigenous knowledge and Western science
- Undertaking research across social, economic, biological, clinical and health service aspects of mental illness and addictions

Appendix: Partner Strengths

Institutional Excellence

- University degree programs: Sociology, Psychology, Health Sciences, Biology, Social Work
- Certificates, training modules, undergrad degrees, Masters
- Innovative technologies in health and Cyber - partnership with Ryerson

Real Impact

- Experiential learning hub
- Strong Indigenous Partnerships
- National leader in Reconciliation
- Excellence in research
- Special Mission to support cross-cultural learning

Shingwauk Kinoomaage Gamig



Indigenous Knowledge

- One of the eight Ontario Indigenous Institutes
- Accredited by World Indigenous Nations Higher Education Consortiums
- Centres Indigenous ways of seeing, knowing, doing and relating -keys to decolonization and building healthy indigenous identities

Culture and Tradition

- Traditional knowledge, research and practices
- Holistic approach modelled after the medicine wheel to treating and understanding underlying wounds and intergenerational trauma
- Culture-based programming (culture, ceremony, history)

Sault College of Applied Arts and Technology



- Student-centred post-secondary institution which currently enrolls students into Health & Community Services Programs
- The Continuing Education Department is presently offering an online Certificate in Addictions and Mental Health Studies.
- Established and long history of providing ongoing professional development and skills upgrading in the workplace or in traditional classrooms/lab/shops.
- Strong partnership with Indigenous Education Institutes, Indigenous communities & stakeholders.

Mental health and addictions are topics within the BScN; PN; SSW; SSW-IS and other programs.

- Established affiliation agreements with providers of mental Health and addictions services where BScN; PN; SSW; SSW-IS and other students, complete clinical experiences.
- Health Sciences Simulation Labs; experienced faculty and a Health Sciences Lab Specialist for the implementation of life-like learning opportunities using Human Patient Simulators.
- Strong partnership with Indigenous Education Institutes, Indigenous communities & stakeholders.

Northern Ontario School of Medicine



Northern Ontario
School of Medicine
École de médecine
du Nord de l'Ontario
ᑭᓄᓐᓂᓐ ᓂᓄᓐᓂᓐ
ᓂᓄᓐᓂᓐ ᓂᓄᓐᓂᓐ

Mission, Vision and Values

Social Accountability Mandate

Strengths in addressing Mental Health and Addictions

Expertise in Opioid Use Disorder course development

Demonstrated health and economic impact on Northern Ontario health

Since 2005 over 655 MD graduates

Over 425 postgraduate FM and speciality trainees to workforce of Canada

Majority practising in rural settings with over 200 in Northern Ontario

Significant contribution to Indigenous and Francophone MD outputs

Cutting edge research in medical education and population health

 Northern Ontario
School of Medicine
École de médecine
du Nord de l'Ontario

Our value: academic lead for sustainable, evidence based solutions

Economic driver: jobs; better health;
reproducible proof of principle for other
similar communities

Impact and longitudinal research on population impact

NOSM is the strategy that works: the health workforce starts here.

Sault Area Hospital



Exceptional People

Care provided benefits from staff's lived experience and knowledge, a philosophy aligned to the principles of indigenous teaching.

Leaders in the training and development of specialized staff, e.g. CBT mentorship, driving educational standards for clinical professions

Collaborative training in psychiatry, family practice, nursing, social services, psychology

Holistic, Healthy Well and Safe at work strategy

Working Together

Co-leading the developing Algoma OHT, with MH&A identified as a priority population.

Schedule 1 and community based MH&A services organized as a 'hub and spoke' model.

137 East St housing stabilization and support to people with complex mental health issues

Mobile crisis response team & justice safe beds

Emerging Indigenous Health strategy built in partnership with/and guided by communities

Outstanding Care

Innovative, evidence informed, trauma-sensitive, complementary medical, and psychosocial and spiritual programs delivered closer to home

- Leaders in dialectical behavioural therapy (the gold standard for personality disorder)
- Locally available ECT (electroconvulsive therapy)
- Stress reduction with combined meditation and CBT (cognitive behavioural therapy)
- Addiction medicine consultation & RAAM (rapid access addictions medicine)
- Substance use, gaming, gambling & technology counselling
- Withdrawal management (community and residential)
- MH&A justice safe beds (avoiding unnecessary hospitalization or incarceration)
- Hospital based emergency and withdrawal management

Clinical and health services research and knowledge translation strategy

Sault Area Hospital



How will the Institute enhance care?

Evidence informed, holistic and culturally inclusive, effective mental health and addictions care and delivered seamlessly, by a highly trained, interdisciplinary sustainable workforce.

Evidence informed

Institute partners contributing research evidence translated to front-line care.

Holistic & culturally inclusive

Integrating Indigenous knowledge and western science.
Developing trust to encourage access for prevention and early intervention.



Seamless care

Institute partners align to the OHT development and the journey from silos to integration

Highly skilled workforce

Creating health and care professionals for all life stages - prevention & treatment.
Aligning training to care delivery needs - right numbers, skills and expertise.

**Effective
mental health
& addictions
care**



**SAULT
STE. MARIE**

City of Sault Ste. Marie 2017 Community & Corporate Greenhouse Gas Emissions Inventory

Presented to: City of Sault Ste. Marie Council Meeting: February 24, 2020

Presented by: Emily Cormier, Climate Change Coordinator, FutureSSM

Agenda

- Overview
- Community & Corporate GHG Inventories
 - Results & Analysis
 - Local Energy & Climate Action
- Preliminary Recommendations
- Stakeholder Engagement
- Next Steps
- Conclusion

Project Overview

Purpose:

- Provide a baseline against which the community can measure progress towards the reduction of greenhouse gases (GHG)

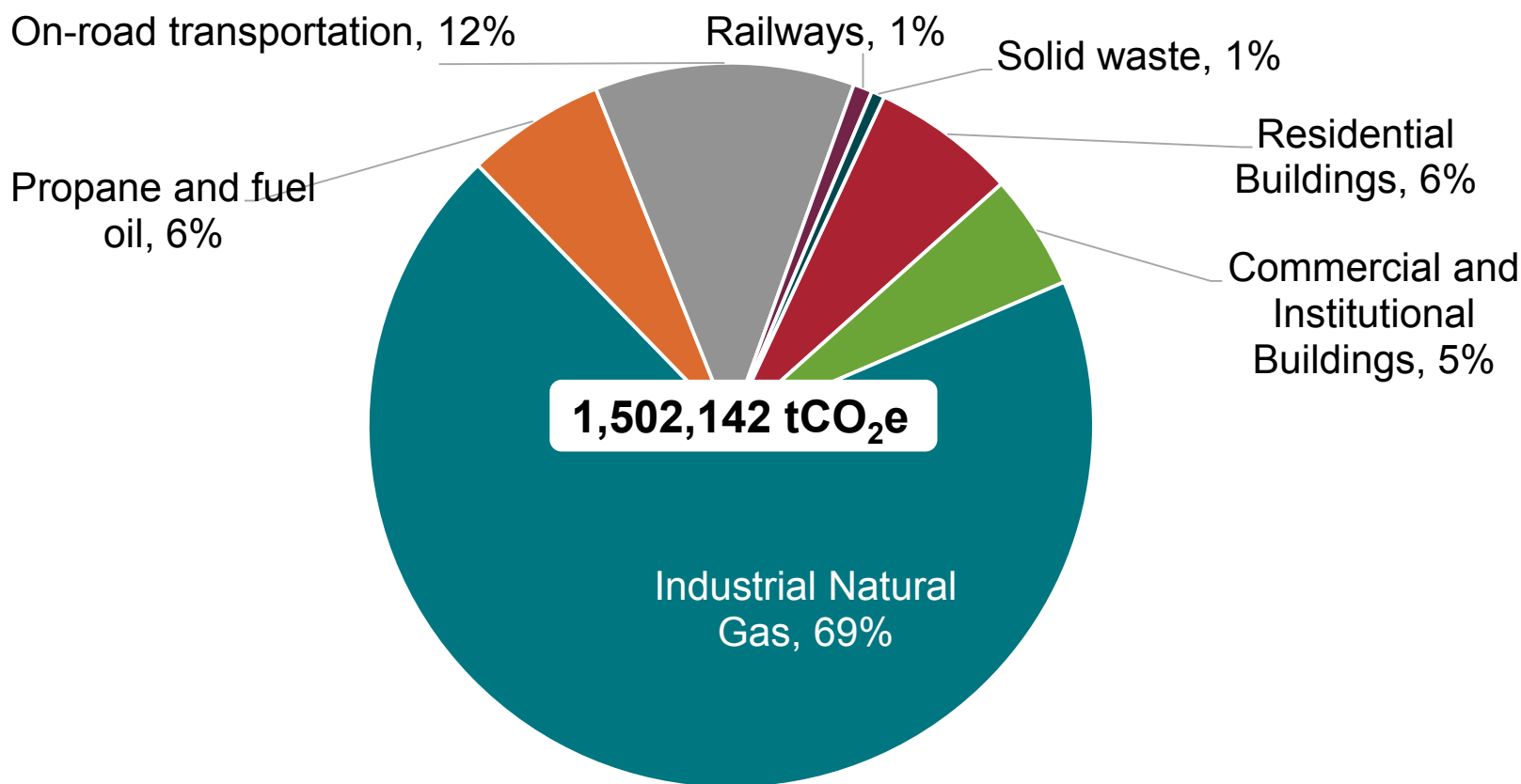
Program:

- Partners for Climate Protection (PCP) Program (over 350 participating municipalities across Canada)

Definitions*:

- ***Community Inventory:*** measurement of aggregate emissions generated by key activities within the territorial boundary of the local government.
- ***Corporate Inventory:*** a report of emissions from municipal operations that it controls.

Results: Community GHG Inventory

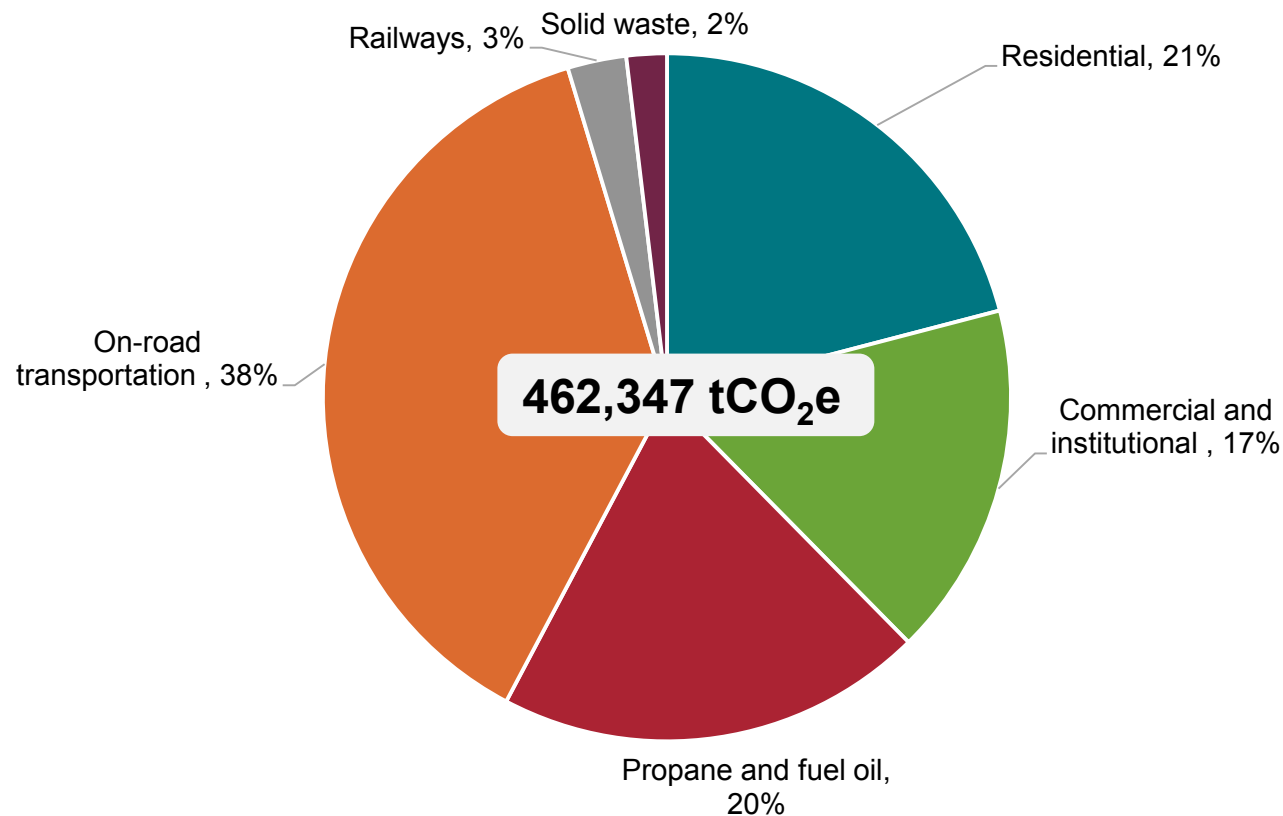


Total community emissions are projected to rise to **1,727,032 tCO₂e (or 14%)** based on an average annual population growth rate of 0.7% (as of 2017) by the year 2037 if no action is taken.

Key Insights: Community GHG Inventory

- **Industrial emissions** are the highest sector of emissions in Sault Ste. Marie based on their consumption of **natural gas**
- Other cities, such as Hamilton, have **industrial facilities** which generate 70% of community emissions*
- The **second** largest source of emissions is from **on-road transportation**
- Sault Ste. Marie 2017 emissions resulted in **20.5 tonnes** of GHGs per capita (This is comparable to the Canadian national per capita emissions, which were recorded at 19.5 in 2017).
- High energy use from **natural gas** in the industrial sector coupled with a **lower population** result in higher per capita emissions
- Industrial emissions are monitored and regulated by the federal and provincial **governments**
- The GHG reduction plan will seek to explore **actions** in the energy, buildings, transportation, waste, land use and economic development sectors

Results: Community GHG Inventory without industrial emissions



Local Energy & Climate Change Action

Preliminary **consultations** have occurred and will continue with **local industrial** and **energy partners** to understand their **positive** and **proactive** steps to reduce GHG emissions

Some local examples of large scale GHG reduction projects include:

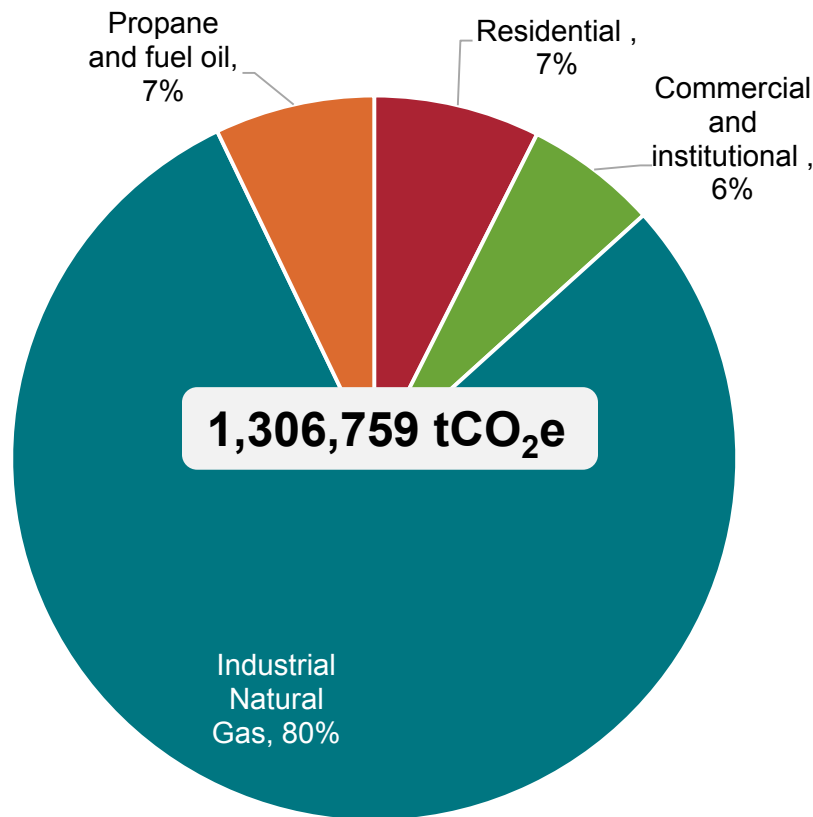
Algoma Steel Inc.

- 3 greenhouse gas reduction projects anticipated to reduce annual GHG emissions by approximately 79,000 tonnes are either complete or underway at Algoma.
- The company is actively investigating further opportunities.
- As a member of the Canadian Steel Producers Association Climate Change Working Group, Algoma is exploring technological advancements to deliver a step-change improvement in GHG emissions.

PUC Distribution Inc.

- The PUC Distribution's Smart Grid Project has a target of being operational in 2022 with an **estimated** potential to save energy savings worth 2,804 tonnes annually

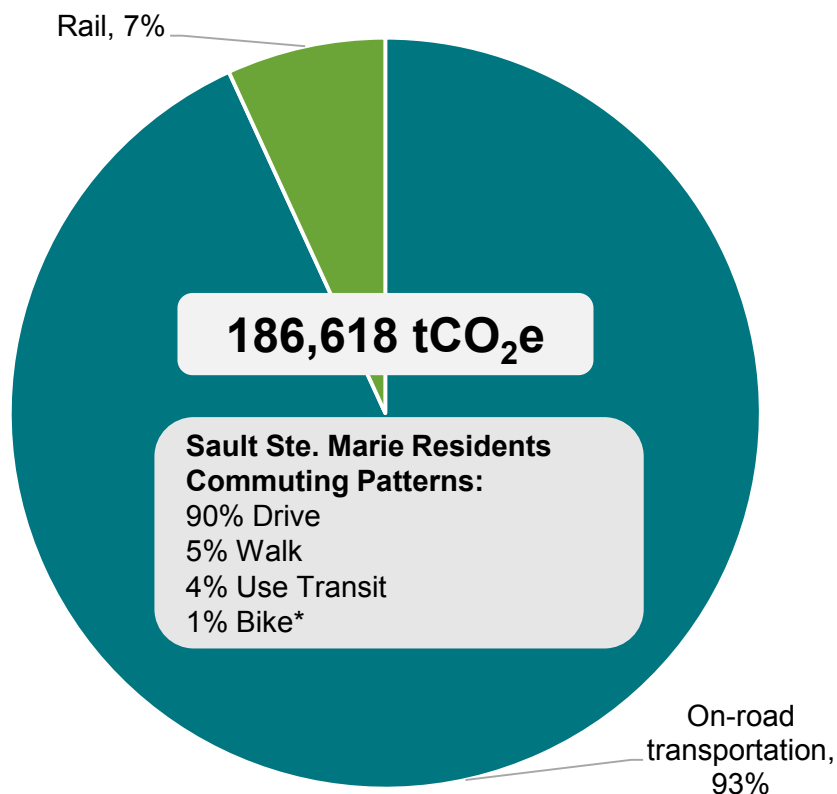
Community: Energy Emissions



Preliminary Recommendations

- ✓ Consult with local industrial facilities to understand their **current** and **planned** environmental and GHG reduction efforts.
- ✓ Encourage uptake in **energy efficiency retrofits** for existing buildings.
- ✓ Research policies **for efficient new builds** that go above the Ontario Building Code
- ✓ Explore the feasibility of **renewable energy** procurement; however, the business case must be evaluated based on current renewable energy cost effectiveness.

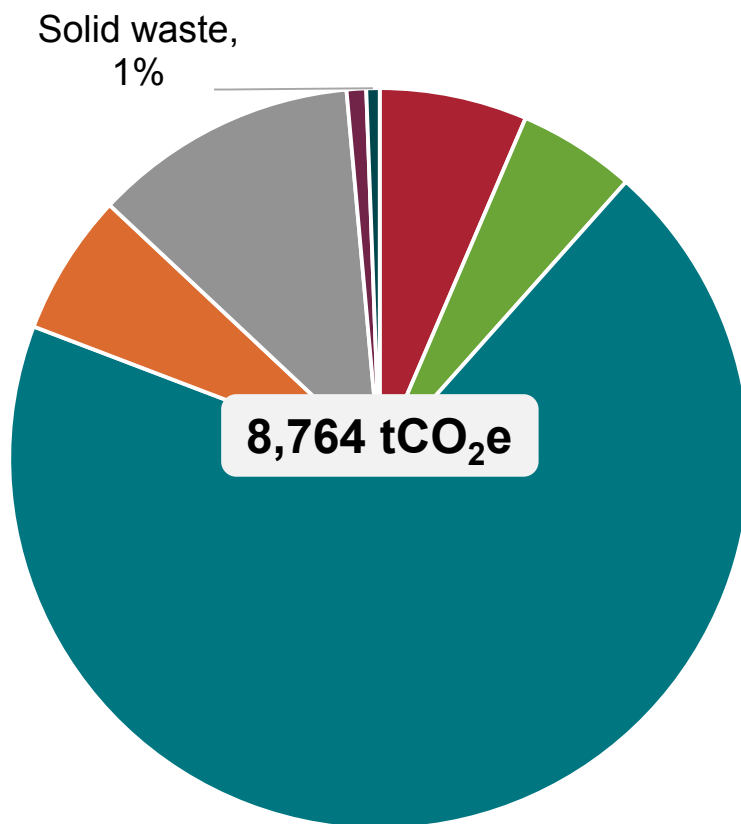
Community: Transportation Emissions



Preliminary Recommendations

- ✓ Explore opportunities to **increase** transit **ridership** and active transportation (e.g. Bike to Work Week May 31 – June 6, 2020)
- ✓ Review potential actions that **align** with existing City plans (e.g. Transportation Master Plan (2015), Green Fleet Plan (2011) and Cycling Master Plan (2007))
- ✓ Support transportation **electrification** opportunities (e.g. electric vehicles, charging stations, buses, etc.)
- ✓ **Increase education and awareness** about economic and health benefits related to active transportation

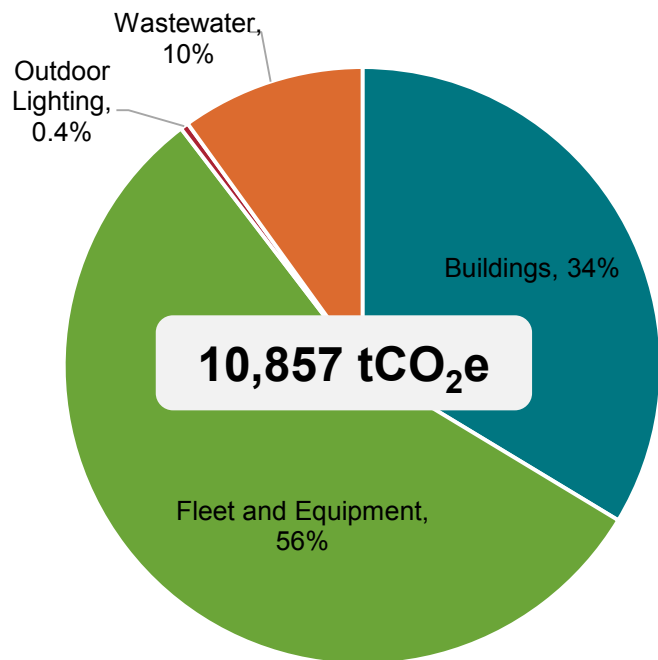
Community: Waste Emissions



Preliminary Recommendations

- ✓ Review strategies and policies that support ways to **divert waste**
- ✓ **Expand** landfill gas capture as part of landfill expansion plans and **review feasibility** of using the gas as a form of energy generation
- ✓ Conduct research regarding **organics** collection as part of waste diversion

Results: Corporate GHG Emissions Inventory



- In 2017, the City spent approximately **\$8,394,614** on energy and fuel costs
- The majority of emissions come from **vehicle fleet and equipment**
- Building emissions mainly come from the use of **natural gas**
- **Streetlights** consumed the most energy for outdoor lighting
- **Water treatment plants** use of **natural gas** emissions created the most emissions in wastewater
- Since 2007, emissions have **decreased** across all sectors
- Total corporate emissions are projected to **rise** to 12,482 tCO₂e (**or 14%**) based on an average annual population growth rate of 0.7% (as of 2017) by the year 2037 if no action is taken
- To continue decreasing emissions the City must prioritize **energy management** and **energy efficiency** in existing assets and new builds

Conclusion

Preliminary Recommendations

- **Create** a committee or stakeholder working group to help identify achievable emission reduction targets and support the development of a local reduction plan
- **Educate** community about the GHG emissions inventory and seek input for the reduction plan (Open House, Online Survey, One-on-one consultations)
- **Incorporate** Climate Change considerations and the GHG inventory into the City of Sault Ste. Marie's Official Plan Update

Next Steps:

- Phase 2: Set GHG reduction targets and develop Community GHG Reduction Plan
- Phase 3: Preparatory work leading to implementation of GHG emissions reduction

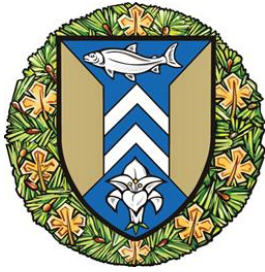
*Actions to reduce GHG emissions **improve** public health, **support** competitiveness and innovation, **reduce** household, business and municipal energy costs*

Thank You. Questions?

Emily Cormier

Climate Change Coordinator, FutureSSM
Community Development & Enterprise Services

705.971.3366 e.cormier2@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFQ – Sault Ste. Marie Innovation Centre – GIS Contract Extension

PURPOSE

This report has been prepared for Council's information and consideration concerning the extension of the previous five-year Contract with the Sault Ste. Marie Innovation Centre (expired December 31, 2019) for a one-year period commencing January 1, 2020 allowing for continued GIS Services. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

The Sault Ste. Marie Innovation Centre provides a GIS solution which is recognized as one of the most comprehensive GIS solutions in the world. The City has leveraged this expertise for its GIS requirements.

ANALYSIS

Due to the longstanding provision of these services, the Sault Ste. Marie Innovation Centre is able to provide the City with a capable GIS Solution uniquely reflecting and meeting our needs. PUC Services Inc. also utilizes these services and sharing of the results is needed on various infrastructure projects.

Approval of sole sourcing for provision of these services was made in conjunction with approval of the previous Contract at the January 26, 2015 Council Meeting; on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing services is a paramount consideration; and there is an absence of competition for technical reasons and these services can only be supplied by a particular Supplier.

FINANCIAL IMPLICATIONS

The Innovation Centre has proposed fees of \$37,429.76 plus HST per month for 2020; totalling approximately \$449,158.00 plus HST for the year. The quoted fees for 2020 are for the same amount as in 2019 for the existing Contract. It is desired to extend the contract for only one year at this time in order to maintain compatibility with the Contract extension signed by PUC Services Inc.

The total cost to the City of approximately \$457,000 (including non-rebatable HST) can be accommodated through the approved 2020 Operating budget as follows: approximately \$41,000 from Building Inspection Fees; approximately \$163,000 from Sanitary Sewer Revenues; and the remaining \$253,000 from the GIS Services budget in the levy.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan but may be linked to the Infrastructure Focus Area of the Plan.

RECOMMENDATION

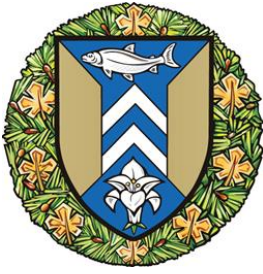
Resolved that the report of the Manager of Purchasing dated February 24, 2020 be received, and the recommendation that extension of the Contract for the provision of GIS Services for a one-year period commencing January 1, 2020, at the quoted monthly fee of \$37,429.76 plus HST, by the Sault Ste. Marie Innovation Centre, be approved.

By-law 2020-60 authorizing signature of the Contract Extension appears elsewhere on the Council Agenda.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, CDES

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Fund

PURPOSE

The purpose of this report is to seek Council's approval to advance the development of a Community Development Fund (CDF). This fund will be established based upon revised criteria and approval processes for a number of existing funding programs (Economic Development Fund, Cultural Financial Assistance Funding, Sustaining and Other Grants program, Community Events Fund, etc.).

With Council approval of the overall concept, staff will work with relevant community stakeholders to obtain input and finalize the criteria, which will be brought back to Council for final approval.

BACKGROUND

The City of Sault Ste. Marie has a number of funding programs it utilizes to support community initiatives. These programs and their criteria have evolved over time.

When the City undertook the Economic Development Review in 2016, the consultants recommended that the City take over the management and administration of the Economic Development Fund. When the City updated the Memorandum of Understanding with the SSMEDC, it was agreed that the City would administer the EDF moving forward.

As the City began to administer the program, staff began a review of the criteria of the EDF. During this time, the FutureSSM community development plan was launched which highlighted the need to take a four pillar approach to community development (Economic Growth and Diversity, Cultural Vitality, Social Equity, Environmental Sustainability).

As staff began reviewing the criteria for the EDF, the scope of the review extended to examine other funding programs within the City that are utilized to support a number of activities in the community. It became evident that an opportunity exists to bring some

of these programs together, update the criteria and streamline the application/approval processes with a goal of increasing the positive impact of these investments.

The programs proposed to be included in the Community Development Fund include:

- Economic Development Fund
- Cultural Financial Assistance Funding
- Financial Assistance for Sustaining and Other Grants
- Conference and Special Events Fund
- Green Committee Fund
- Tourism Development Fund (to be finalized)

More information about each program can be found in Attachment A – City Funding Programs and CDF Overview.

In addition to the grant programs described above, the City has three Community Improvement Plans (CIPs) in effect. Community Improvement Plans allow City Council to provide a benefit to the private sector in the form of either a tax rebate, reduced fees, or a cash grant. To be approved, a CIP must be consistent with the requirements of both Section 365 of the Municipal Act and Section 28 of the Planning Act.

- In 2013, City Council approved a Rental Housing Community Improvement Plan in response to a lack of new rental accommodation being constructed. This CIP provides for tax rebates on a declining basis over a three-year period for new rental housing projects. There is an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed. This program would have expired on September 9, 2018. However, at their August 13, 2018 meeting, City Council approved an extension for an additional two years. The program is considered a success and 300 rental units have been constructed with several additional applications expected this year.
- In 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the downtown. In support of this strategy, City Council approved a Downtown Community Improvement Plan to allow for various building improvement grants for smaller businesses and tax rebates for major new development in the downtown. In partnership with the Northern Ontario Heritage Fund Corporation, a \$600,000 fund was created. To date, thirteen grants have been approved with additional applications pending.
- In 2018, City Council approved an Economic Growth Community Improvement Plan. This plan is designed to provide a benefit for new and expanding companies that are in those emerging sectors that have been identified in the

Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" document. This program allows City Council to approve a one-time grant of up to \$100,000; or a grant of up to 100% of the incremental increase in the municipal portion of the property taxes for a maximum of three years. To date, one application has been approved.

These three CIP programs help to achieve goals within the Corporate Strategic Plan and the FutureSSM community development strategy and will complement the proposed CDF.

The goal of migrating to a Community Development Fund is to increase the positive impact of City investments, streamline the application process and reduce red tape related to administration. Examples of improving the process and administration include:

- It is proposed that the CDF permit rolling applications, which provides some flexibility for applications for worthwhile projects throughout the year. Currently the Cultural Financial Assistance Program has a single in-take date of January 15th and the Sustaining and Other Grants has a single in-take on September 1st.
- Provide delegation of authority for the signature of agreements once Council has approved the funding amount. This will speed up the administrative process and enable funds to flow to recipients as quickly as possible.
- Evaluation will be conducted to review the role and structure of the various committees involved to ensure that all are required and examine any opportunities to reduce their number given the service level review recommendation made by KPMG.

The Community Development Fund will provide a broader platform to support community development initiatives, which will have significant impact in achieving goals outlined in the Corporate Strategic Plan and FutureSSM community development plan. Given that funding is limited, it is important that the criteria are revised to assist in defining the types of projects and the outcomes desired from this strategic investment.

The total provided by the City across the various funding programs is over \$1.5M (Attachment A – City Funding Programs and CDF Overview). Of these, staff have identified a subset of the programs, which are recommended to transition to the Community Development Fund program. The programs recommended for transition include:

- \$500,000 EDF
- \$104,500 Cultural Financial Assistance Funding (increased \$50,600 in the 2020 budget)
- \$20,000 Conference and Special Events Fund
- \$5,000 Community Development Fund

- \$50,000 Green Committee Fund

The proposed approach for the new Community Development Fund is discussed in more detail in the Analysis section and Attachment A.

ANALYSIS

There are a number of considerations to finalize the Community Development Fund (CDF):

- Administration
- Municipal Act – Bonusing
- Goals and Objectives
- Criteria and Reporting

Each will be addressed in more detail below:

1. Administration

Community Development and Enterprise Services (CDES) and Finance have collaborated to administer EDF applications and it is proposed that the administration of the CDF continue in this manner moving forward. More specifically, CDES will be involved in working directly with proponents when developing applications for the CDF. Upon receipt of an application, CDES and Finance will review the application for eligibility and forward to the relevant Board or committee to review and provide a recommendation to City Council.

Finance will be the lead on reviewing claim submissions as proponents advance their projects. CDES will be involved with clients to receive information and report back to Council the outcomes of the project at completion and one year past project conclusion, at a minimum. Project outcome reporting may be extended for longer term projects.

2. Municipal Act – Bonusing

The Municipal Act includes a section on Economic Development Services, which outlines what is prohibited and permitted. There have been different interpretations of the legislation and different court cases have tested the legislation. Staff have conducted research into some of the issues related to this section of the Municipal Act. The conclusion section of a Miller Thomson article notes provides an appropriate summary:

“While it is possible to work within the existing statutory framework to target benefits or incentives to a private business in a legally acceptable manner, such arrangements must be carefully structured to fit within one of the exemptions to the bonusing prohibition and care must be taken to comply with all technical requirements. Municipalities must also recognize that, even with careful

planning, there will always be some risk of an adverse judicial finding if there is a party interested enough to challenge the municipal action.” *Municipal Bonusing: What’s Permitted and What’s Not*, Steven J. O’Melia with Rick F. Coburn and Thomas S. Melville, June 2006, Miller Thomson

The recent Economic Growth Grant Community Improvement Plan approved by City Council and described above provides two grant programs for approved applicants: 1) an annual grant of up to three years to offset property tax increases resulting from improvement of lands and/or buildings; 2) a grant of up to \$100,000, or as approved by City Council. Criteria have been established for the eligible costs for which the grant can be used.

Based on staff analysis of the Municipal Act and considerations for bonusing, it is recommended the Economic Growth CIP be utilized for all private sector submissions to the CDF and the associated CIP criteria be applied.

3. Goals and Objectives

The previous EDF was established by City Council to promote economic growth and provide opportunities in areas of business, technology, tourism and education. This is still important today, but it is proposed that the new criteria for an enhanced CDF permit Council the flexibility to support projects that significantly advance the Corporate Strategic Plan and FutureSSM priorities and span the four pillars of community development.

City Council and staff must ensure that the community benefits include specific performance targets for any project approved. Therefore, in deciding how to allocate funding, consideration should be given to support for initiatives that would result in at least one of the following criteria:

- Net Job Creation: Projects that will create sustainable, wealth generating jobs and diversify our economy. Ideally, this will support economic development that focuses on the creation of new products and services (e.g., manufacturing, science & technology, etc.) that are driven by external market demands;
- Increase Tax Assessment: Projects that increase new tax assessment (e.g. new industrial construction) or increased investment in existing facilities that would increase the tax assessment value of that facility.
- Increase Travel and Tourism: Projects that increase the number of visitors to the community and help to promote the advantages of Sault Ste. Marie to target markets. Note: tourism projects should utilize funds generated from the Municipal Accommodation Tax.

- Arts and Culture: Projects that align with the recently approved Arts and Culture Strategic Plan and support the growth and development of the arts and culture sector.
- Social Equity: Projects that help Sault Ste. Marie to be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential. This includes projects that reduce poverty, strengthen the relationship with Indigenous peoples and communities, improve safety, improve the growth and development of children and support Sault Ste. Marie in continuing to be a welcoming and inclusive place that supports the wellbeing of its citizens.
- Environmental Sustainability: Projects that reduce the carbon footprint of the community, increase environmental sustainability, improve resilience and foster awareness of important environmental programs.
- Strategic Community Development Projects: Projects that are consistent with FutureSSM strategic priorities or that support the creation of new economic engines for Sault Ste. Marie (e.g., workforce development, targeted/enhanced promotion, marketing, research, and strategy development).

4. Criteria and Reporting

Some initial work for the criteria for the CDF is explained in more detail in Attachment A.

This report represents the first step in the process of evolving the grant funding programs of the City. Should Council support this revised approach to a Community Development Fund, staff will undertake the next step to develop funding criteria for each component of the program with consultation and input from community stakeholders. A final report with associated criteria will be brought back to Council for approval.

FINANCIAL IMPLICATIONS

It is proposed that the Community Development Fund be established using existing funding sources previously approved by Council for separate programs. These funding sources include (2020 budget allocations shown):

- Economic Development Fund (\$500,000)
- Cultural Financial Assistance Funding (\$104,500)
- Conference and Special Events Fund (\$20,000)
- Community Development Fund (\$5,000)
- Green Committee Fund (\$50,000)

No new funding is required for the creation of the Community Development Fund.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life (Promote and Support Arts and Culture).

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 02 24 concerning the creation of a Community Development Fund be received.

Further that Council direct staff to engage relevant stakeholders to finalize the criteria for the various components of the Community Development Fund and return to Council for final approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tom Vair', is positioned above the printed name and title.

Tom Vair
Deputy CAO
Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

Current Funding Landscape

Current Funding Landscape		
Name	Amount	Application In-Take
Financial Assistance for Sustaining and Other Grants - Art Gallery \$280,875, SSM Museum \$206,091, Bushplane Heritage Centre \$175,000, In-Kind \$72,200	\$734,076	Sept 1st Single Intake for in-kind contributions; grants in annual budget
Economic Development Fund	\$500,000	Rolling applications in-take
Cultural Financial Assistance Grants	\$75,000	Jan. 15 th Single Intake
Green Committee projects	\$50,000	Rolling applications for internal City projects
Algoma University	\$40,000	Annual budget consideration
Mayor's Youth Advisory Committee - \$5,000 Grants; remainder youth programming	\$27,500	Annual budget consideration
Crimestoppers	\$25,000	Annual budget consideration
Conference and Special Events Fund	\$20,000	Rolling applications in-take
Pee Wee Arena	\$17,800	Annual budget consideration
Heritage property grants (\$12,000) and administrative expenses	\$13,955	Rolling applications in-take
Community Development Fund	\$5,000	Rolling applications in-take
Financial Support for Participation in Sports/Cultural Events	\$5,000	Rolling applications in-take
Walk of Fame	\$2,000	Administrative budget
Parks and Rec Advisory Committee	\$1,865	Administrative budget
Cultural Recognition	\$1,500	Administrative budget
Total	\$1,518,696	

Proposed Funding Model

The proposed evolution of City of Sault Ste. Marie funding would be to create a Community Development Fund. The proposed funding model would enhance the existing funding programs by:

- Clarifying administration and accountabilities for the funding programs
- Providing consistent funding application processes and timing

- Developing new criteria that better reflects the Corporate Strategic Plan, FutureSSM Community Development plan and economic & tourism development strategies
- Consolidating certain programs with a goal of greater community impact

The amount available for funding applications would be \$643,200 and a rolling intake process would be established. The focus and criteria of the Community Development Fund would support the four pillars of the FutureSSM community development plan:

- 1) Economic Growth and Diversity
- 2) Cultural Vitality
- 3) Social Equity
- 4) Environmental Sustainability

The Community Development Fund covers funding that is available for funding applications. It should be noted that the City of Sault Ste. Marie also invests significantly into the Arts and Culture sector with annual operating grants for the Art Gallery of Algoma, Bushplane Heritage Centre and Sault Ste. Marie Museum. This funding support totals \$734,076 annually.

Some of the funding for the Community Development Fund will be tied to specific pillars, however the fund will be designed to provide some flexibility for Council in making funding decisions.

- Economic Growth and Diversity
 - The Economic Development Fund was previously established with a budget of \$500,000 annually. Recently, City Council approved a resolution that allocates \$100,000 per year for development projects at Sault College and Algoma University (\$50,000 respectively from 2020-2022).
 - With the implementation of the Municipal Accommodation Tax, it has been proposed that a Tourism Development Fund be created. This concept and the criteria are to be developed with the new Tourism entity that is being created and returned to Council for approval. It is estimated the fund will be approximately \$150,000-\$230,000.
- Cultural Vitality
 - There are a number of programs that contribute to cultural vitality with a total funding of \$160,310.
 - i. \$75,000 Cultural Financial Assistance Program
 - ii. \$25,000 remainder of budget increase approved for 2020 budget for cultural assistance (criteria pending)
 - iii. \$20,000 Conference and Special Events Fund
 - iv. \$13,955 Heritage Property Grant Expenses
 - v. \$1,500 Cultural Recognition
 - vi. \$2,000 Walk of Fame
 - vii. \$5,000 Community Development Fund (event support)
 - viii. \$13,955 Municipal Heritage grants and expenses

- Social Equity –
 - There has been no historical fund available for applications within the Social Equity pillar; however the City does support a number of organizations and initiatives that would fall under the social equity pillar with a total of \$115,300
 - i. Algoma University - \$40,000
 - ii. MYAC funding - \$27,500
 - iii. Crimestoppers - \$25,000
 - iv. Pee Wee Arena - \$17,800
 - v. Other Sports Grant - \$5,000
- Environmental Sustainability
 - \$50,000 Green Committee Fund

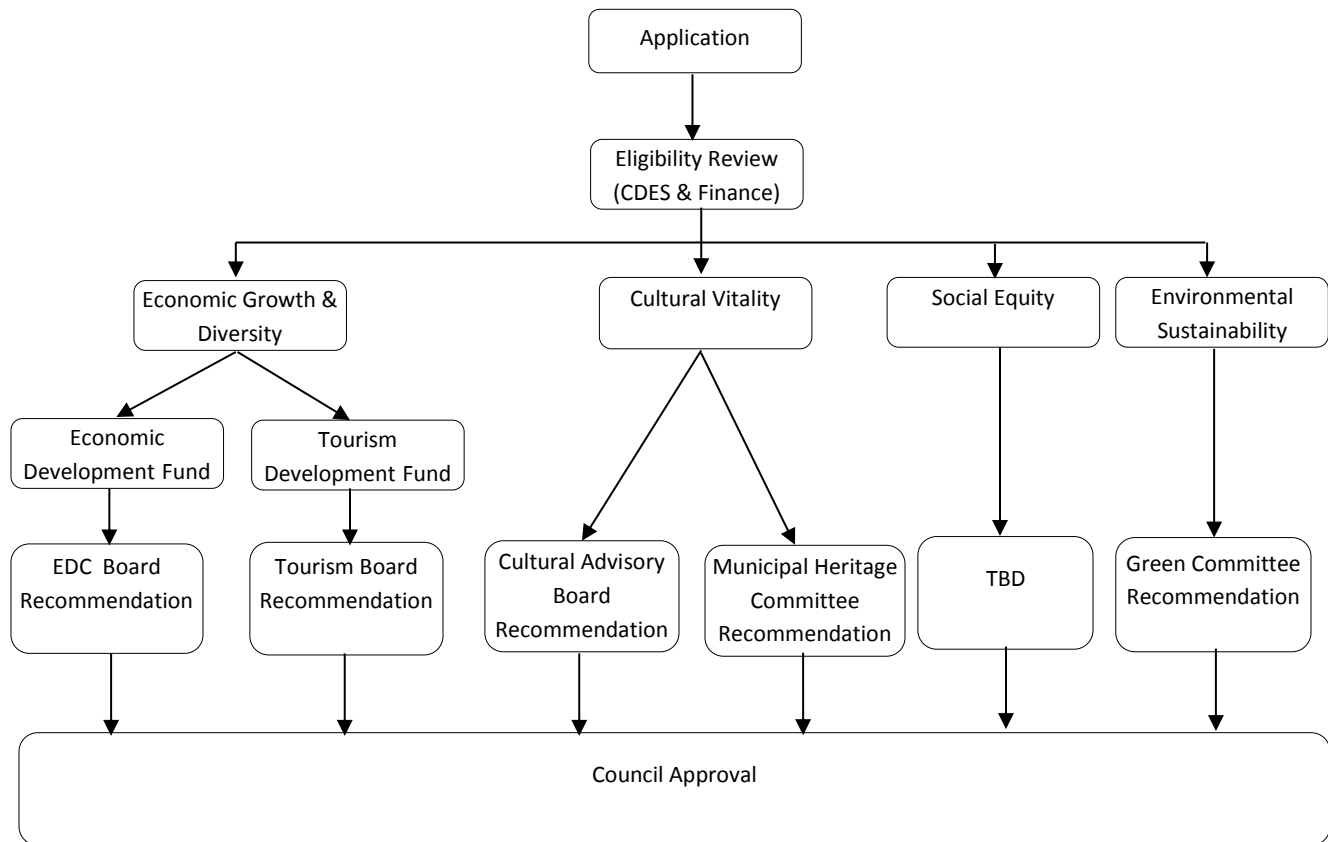
Funding Objectives

The Community Development Fund program has the following objectives:

- Provide City funds, or other forms of financial assistance (in-kind services), in limited amounts, to eligible organizations that warrant City support;
- Evaluate all applications equitably and consistently;
- Ensure that recipients of funds are held accountable for targeted results.
- Ensure an adequate administrative system of review for each organization making a request, and a follow up review for organizations receiving funding;
- Ensure that full value is obtained for financial assistance provided by the City;
- Enhance the financial decision-making through effective and responsible fiscal management by Council and the Departments (City of Sault Ste. Marie Strategic Plan);

Assessment Criteria

The assessment criteria for each funding stream will be finalized in consultation with relevant stakeholders. In addition, it is anticipated that the funding requests will be reviewed and receive recommendations from subject matter experts:



The recommendations for the Community Development Fund should align with the relevant strategic plan, including:

- City Corporate Strategic Plan
- FutureSSM Community Development Strategy
- Arts and Culture Strategy
- Tourism Development Strategy
- Economic Development Strategy

In order to maintain a non-discriminatory approach in the recommended allocation of funds the following criteria and guidelines will be used, in addition to Eligibility Criteria, to assess the organizations.

1. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Financial reporting and controls
- Accountability of organization and clear identity and structure
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate).
- Support from people who are knowledgeable about the sector community and/or the initiative

2. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.

3. The organization must present adequate documentation demonstrating the need for the proposed service to be funded.

4. The organization must specify the impact this funding will have on the community.

5. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.

6. The organization shall provide evidence that it has fully explored all other sources of financial support, including upper levels of government, foundations, private industry, fundraising, etc. and user fees.

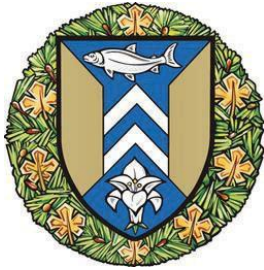
7. The organization must provide the appropriate financial reports.

- Has the group/organization provided copies of their financial statements and annual budget?
- Does the group have a business plan?
- What percentage of the group's budget is being requested?
- Is the group currently being funded by the City? What percentage of costs does the City fund?
- Does your organization have any outstanding liabilities with the City? With others?

8. An organization's capability to manage both the requested funds and the resources to achieve the desired results as demonstrated by:

- The financial capability and capacity to manage the project. A relevant mandate, proven track record of accomplishment and good operating systems.
- An appropriate organizational structure and set of skills, including responsiveness to changing community needs and opportunities.
- Experienced staff/volunteers.
- Appropriate financial management policies and practices. A realistic relationship between the requested amount and the organization's annual budget.
- No significant past deficits. No large, unrestricted reserve funds or accumulated surplus.
- A history of collaboration and/or partnering with others (where appropriate).

9. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives if requested.



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

COUNCIL REPORT

02 24 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Dan Hollingsworth, Director, Economic Development

DEPARTMENT: Community Development and Enterprise Services

RE: Transfer of Small Business Enterprise Centre
Agreements

PURPOSE

The purpose of this report is to seek Council approval for the transfer two funding agreements from the Sault Ste. Marie Economic Development Corporation (SSMEDC) to the City of Sault Ste. Marie. These transfers are required as a result of the realignment of economic development activities within the Community Development and Enterprise Services department.

BACKGROUND

For more than 15 years, the SSMEDC has delivered the Small Business Enterprise Centre (SBEC) programs within the Algoma District. The two agreements are 1) the SBEC Core agreement, supported through the Ministry of Energy, Northern Development and Mines (MENDM), and 2) the Starter Company Plus and Summer Company programs agreement that are supported through the Ministry of Economic Development, Job Creation and Trade (MEDJCT). Through these contribution agreements, the City will be provided support for entrepreneurship programming and will be able to offer financial assistance through small grants to entrepreneurs. These two programs are delivered through the Millworks Centre for Entrepreneurship at 83 Huron Street and have been successful in supporting new and existing entrepreneurs.

The SBEC Core program (MENDM) funding allocations include staffing costs, regional outreach, events/workshops, and marketing. Staff provide support to individuals looking to start or expand a business in the Algoma District through business advisory/coaching, business skill development, and community outreach. This includes providing one-on-one consultations, business plan assistance, mentorship, delivering seminars/workshops, and networking events such as the successful Bridges to Better Business.

Starter Company Plus program (MEDJCT) funding allocations include grants, staffing costs, training sessions, and marketing. Applicants must be 18 years or older, not attending school and are starting a new business, or expanding an existing business. Individuals must submit a

complete business plan and attend training/mentoring sessions for review and approval for grants up to \$5,000.

Summer Company program (MEDJCT) funding allocations include grants, staffing costs, mentoring sessions, outreach, and marketing. Applicants include students between 15 and 29 years old, attending and returning to school, so staff promote the program in high schools and post-secondary institutions. Students must prepare a complete business plan for approval to access the \$3,000 grant.

ANALYSIS

On December 2, 2019, City Council approved the new Economic Development and Tourism Model. As a result, staff immediately met with both Ministries to discuss the new model, and delivery of these programs. Both Ministries agreed that transferring the existing funding agreements from SSMEDC to the City was the best approach to continue quality program delivery.

FINANCIAL IMPLICATIONS

The Provincial contribution to the City for Small Business Enterprise Centre (SBEC) programs complements existing economic development investments from the city. SBEC Core delivery costs will be funded by the Province in the amount of \$91,000 annually and the City's contribution is \$44,200 from the existing City allocation to economic development.

Funding allocated to issue Starter Company Plus grants as well as Summer Company grants are supported 100% by the Province annually, in the amount of \$63,000. Delivery costs for these programs are funded in the amount of \$33,500.

There will be no additional impact to the City levy for the transfer of these agreements. These programs enable the City to leverage significant support for creating and growing small business.

STRATEGIC PLAN / POLICY IMPACT

This item links directly to corporate Strategic Plan in the following areas:

Maximize economic development & investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

Delivering excellent customer service - The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

Develop partnerships with key stakeholders - We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Economic Development, Community Development and Enterprise Services dated 2020 02 03 be received, and that Council approve the amendment agreements with MENDM, MEDJCT, and the SSMEDEC to transfer program delivery and funding from SSMEDEC to the City.

By-laws 2020-63 and 2020-64 appear elsewhere on the agenda for Council approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dan Hollingsworth", with a stylized flourish at the end.

Dan Hollingsworth
Director, Economic Development,
Community Development & Enterprise Services
705.759.5428
d.hollingsworth@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Concert / Entertainment Advisory Group

PURPOSE

To inform Council of the formation of a Concert / Entertainment Advisory Group and to provide notice that the City will be letting the contract with Venue Coalition expire upon maturity on April 30, 2020.

BACKGROUND

City staff continues to work at sourcing quality entertainment to the GFL Memorial Gardens and have close relationships with over a dozen promoters to source shows and events.

During 2019 thirteen (13) events including eight (8) shows were held drawing in excess of 27,000 in attendance on a combined basis. A history of events since our opening in 2006 can be found on the GFL Memorial Gardens website accessed here:

<http://gflgardens.ca/Events-Ticketing/Event-History.aspx>

Over that time-span there have been over 200 events/shows that have taken place at the GFL Memorial Gardens excluding Greyhound Games.

The Manager of the GFL Memorial Gardens is responsible for marketing to prospective shows to attract events and continues to initiate contact with promoters, presenters, producers, and planners on an ongoing basis to keep a close pulse on show availability. The Manager is also responsible for completing break-even analysis on all events to ensure the City is not hosting events at a deficit position.

Furthermore, the Event Development Fund was established on September 11, 2017 where Council authorized staff to transfer up to one (1) dollar from the Facility Fee per show up to a maximum of \$50,000 to be utilized for a more proactive selection of future events. This fund may be utilized upon the completion of event analysis and support of

the Deputy CAO of Community Development & Enterprise Services, the Chief Financial Officer/City Treasurer and CAO (if spending levels require) for review and the final approval to produce/purchase an event. This fund has not been used to date.

Last year an agreement was entered into with Venue Coalition for a one (1) year trial to provide access to information, advocacy and the opportunity to keep members top of mind for routing and booking opportunities. Venue Coalition is a live entertainment consulting company focused on booking artists, attractions, and touring productions in arena and theater venues. This agreement expires April 30, 2020.

ANALYSIS

City staff have reviewed the results of the partnership with Venue Coalition and are recommending that the City not renew this agreement.

Although access to valuable information was garnered from the partnership with Venue Coalition there are only a couple of shows with holds at present resulting from the relationship. This is in addition to the Thank You Canada Tour – held in October 25, 2018 (Skating Show 2690 tickets sold) and the Theresa Caputo-Long Island Medium show on June 15th, 2016 (2778 tickets sold) where Venue Coalition assisted in obtaining.

Staff feels that a new approach utilizing the talent and connections of local industry experts combined with staff will provide a unique opportunity to collaborate to increase opportunities. Staff is recommending that a Concert / Entertainment Advisory Group be introduced.

The City of Sault Ste. Marie Concert / Entertainment Advisory Group (see Appendix A) will provide a voice for members of the public connected in the music scene which will be utilized as a resource for input and assistance to aid in procuring shows and events to City venues (GFL Memorial Gardens, Roberta Bondar Tent and future Downtown Plaza). City staff are aware of the individuals connected to the industry and are confident they would be eager to participate in the group.

Concert / Entertainment Advisory Group Purpose

1. To attract shows and events to City venues.
2. To be part of open dialogue, through information sharing between City staff, group members, centres of influence and promoters. The group will be asked to advise on opportunities to draw concerts and entertainment to the community.
3. To support events created by the group that relate to the mandate.
4. To help enhance the image of the City of Sault Ste. Marie as a leader in hosting shows and events.

This initiative will not limit staff's ongoing efforts to attract events independently or in conjunction with promoters. The new group is meant to augment efforts to ensure that we are continuing to attract the best shows available to city venues.

FINANCIAL IMPLICATIONS

The operating budget will not be impacted with the formation of the Concert / Entertainment Advisory Group. The Event Development Fund currently has a balance of \$21,300 which can be utilized to attract events to the community. The Concert / Entertainment Advisory Group will provide recommendations to City management as to when the funds should be used.

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.
- Promotes and supports Arts and Culture through the Quality of Life Pillar. It will allow greater flexibility in obtaining events as the current model relies heavily on the Manager and Promoters in bringing events to the venue.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2020 02 24 concerning Concert /Entertainment Advisory Group be received and that the attached Terms of Reference be adopted.

Respectfully submitted,



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



City of Sault Ste. Marie

Concert / Entertainment Advisory Group

Draft Terms of Reference

April 1, 2020

Mandate

The City of Sault Ste. Marie Concert / Entertainment Advisory Group will provide a voice for members of the public connected to the local music / entertainment scene in Sault Ste. Marie. Members will be utilized as a resource for input and assistance to aid in procuring shows and events to City venues (GFL Memorial Gardens, Roberta Bondar Tent and future Downtown Plaza).

Purpose

1. To attract shows and events to City-owned venues.
2. To be part of open dialogue, through information sharing between City staff, Group members, centres of influence and promoters. The group will be asked to advise on opportunities to draw concerts / entertainment to the community.
3. To support events created by the group that relate to the mandate.
4. To help enhance the image of the City of Sault Ste. Marie as a leader in hosting shows and events.

VISION

It is the vision of the Concert / Entertainment Advisory Group to provide a communication link between the leaders in the local Sault Ste. Marie music / entertainment scene using their connections to the industry in combination with City staff to attract shows to City venues.

Membership

The Concert / Entertainment Advisory Group is a task force not intended to be subject to the open meeting provisions of the City's procedure by-law and the *Municipal Act*. The group shall be composed of a maximum of 11 members, comprised of City staff and local leaders with connections to the music / entertainment industry. See Appendix A for a list of proposed committee members.

All Concert / Entertainment Advisory Group members must be residents or have ties to Sault Ste. Marie.

Representatives from the Community Services Department will serve as facilitators and liaise with promoters and City Council if applicable. The Manager of Community Centres and or delegate will act as Chair.

Term of Office

The minimum Term of Office is one (1) year (April 1 to March 31).

The Committee's success hinges on the experience and guidance of its members.

Executive Team

The Executive Team will be comprised of a Chair (Manager of Community Arenas or delegate) and an Administrative/Communications Lead.

Responsibilities and Authority of Chair

1. To chair all meetings of the Concert Advisory Group.
2. To prepare all agendas for the Group meetings with the assistance of the staff liaison(s).
3. To delegate appropriate tasks or responsibilities to individual Group members.
4. To network with industry contacts and promoters.
5. To represent the Group at any social functions or conferences where attendance is applicable.
6. To call additional meetings in consultation with the staff liaison(s) as necessary.
7. To lead workshops/public meetings, as required.

Responsibilities of Administrative / Communications Lead

1. Take minutes for all Group meetings and email to Group Members
2. To record names, addresses, email addresses and phone numbers of Group members.
3. Responsible for the official correspondence of the Group.
4. To mark the attendance of Group members at all meetings.
5. To advise the Chair of any Group member that has missed three (3) meetings without providing valid regrets.
6. To send meeting notices.
7. To develop news releases, social media messages and inform the public about CAG events and initiatives.
8. To provide communications/photos in a timely fashion for use on social media and web pages.
9. Other duties as required.

Responsibilities of all Group Members

1. To attend all meetings.
2. To play an integral role to the Group by actively participating and contributing to projects/special events coordinated by the Group.
3. Members must give prior notification to the Chair and the staff liaison to inform of their absence from a meeting if they are unable to attend.
4. To propose plans and ideas designed to assist in the fulfillment of the purposes of the Group.

Attendance and Regrets

When a Group member misses three (3) regular meetings, without explanation or valid regrets, (extracurricular activity/job) they may be asked to step down from the Group. Regrets should be sent as early as possible to the Chair or and/or the staff liaison.

Procedures and Protocol

A. Decision Making

The Group will approve by motion those matters it wishes to authorize. A resolution of the Group will be adopted by motion, carried by simple majority vote. A quorum will be required. A quorum consists of a minimum 50% + 1 of the voting members of the Group. Motions that end in a tied vote will be considered defeated.

B. Meetings

Meetings of the Concert Advisory Group will normally be held **quarterly** or at the call of the Chair. Meetings will generally be held at the GFL Memorial Gardens.

Amendment of Terms of Reference

The Terms of Reference of the Concert / Entertainment Advisory Group should be reviewed on an annual basis. The Group may recommend revisions to the Terms of Reference which will require Council approval.

APPENDIX A – Proposed Concert / Entertainment Advisory Group Members

April 1, 2020 TO March 31, 2021

Deputy CAO, CDES

Director Community Services, CDES

Manager GFL Memorial Gardens (Chair)

Events Assistant, GFL Memorial Gardens (Secretary)

Supervisor, Community Services

City Tourism Representative

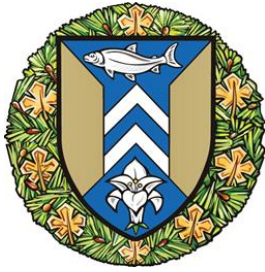
Industry Representative (SSM)

Industry Representative (SSM)

Industry Representative (SSM)

Industry Representative (SSM)

Industry Representative (SSM)



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Canadian Dermatology Association's Shade Structure Grant

PURPOSE

The purpose of this report is to seek Council's approval to apply for Canadian Dermatology Association's Shade Structure Grant to support the addition of the picnic shelter at Point Des Chenes Day Park.

BACKGROUND

The Canadian Dermatology Association Shade Structure Grant Program will provide one grant or a number of grants to schools daycares, city parks and not-for-profit organizations for the purchase or construction of permanent shade structures. A total of \$34,000 will be awarded across the country. The goal is to create a safe outdoor environment that protects people from the sun's harmful ultraviolet radiation. Providing shade is one of the most important ways of minimizing people's sun exposure and reducing the risk of developing skin cancer later in life.

Point Des Chenes Day Park and Beach is the City's only beach and waterfront area. The park benefited from a large outdoor shelter, which was used for picnics and provided the only shade structure in the park. In 2014, the shelter was damaged over the winter and removed.

ANALYSIS

City staff would like to install a new shelter to provide a shaded area. The Shade Structure grant program can provide up to \$18,000 to support the purchase and installation of shade structure.

To be eligible for a Canadian Dermatology Association's Shade Structure Grant, the proposed project must be a school, daycare, City park or not-for-profit organization. Further, the installation of the shade structure and provided CDA signage must be completed by October 31, 2020, otherwise the recipient will forfeit the grant.

The grant sets out the following criteria for the style and placement of the shade structure:

Shade structures must be permanent and have a solid roof made of metal, wood or shade cloth, and must provide significant protection from ultraviolet radiation.

Shade structures must be placed in outdoor locations that are not protected from the sun, for example:

- Playgrounds/Parks
- Sports Fields
- Outdoor Pavilions
- Benches/Seating Areas
- Eating Areas
- Swimming Pool/Splash Pads
- Other recreational areas

The cost to purchase a 16 foot by 24 foot gabled, metal roof shelter kit and shipping is estimated to be \$24,500. There is an existing concrete pad will be used as the base for the shelter. City staff would complete the installation which was estimated at \$2,000. Staff are recommending applying for the grant, applications must be submitted by February 28, 2020.

FINANCIAL IMPLICATIONS

The cost to purchase the shelter kit is estimated at \$24,500 and the maximum amount of funding is \$18,000. Those awarded a grant will receive 50% of the grant at the start of the project and the remaining balance upon project completion. The Parks Division of PW&ES will complete the installation at an estimated cost of \$2000, the remaining \$6,500 for the purchase of the shelter can be accommodated within the existing Parks Division operating budget.

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 to ensure a safe environment.
- Maintenance of existing infrastructure will ensure its longest possible life cycle. Preserving and improving the City's assets ensures we are on the leading edge of Ontario municipalities.

- Relates to the focus area: Quality of Life and to the Parks and Recreation Master Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture – Community Development & Enterprise Services dated 2020 02 24 be accepted and that staff be authorized to submit an application to Canadian Dermatology Association Shade Structure Grant Program for the purchase installation of a picnic shelter at Point Des Chenes Day Park and Beach.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', is positioned above the printed name.

Virginia McLeod
Manager of Recreation and Culture
Community Development & Enterprise Services
(705)759-5311
v.mcleod@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for National / International Sports Competitions-Holly Lasante-Power Lifting

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application from Holly Lasante was received for a financial assistance grant to attend the World Classic & Equipped Power Masters Powerlifting Championships to be held April 26-May 3, 2020 in Sun City, South Africa. The Parks and Recreation Advisory Committee reviewed the application at their meeting on February 4, 2020 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: S. Milne

Seconded by: J. Flood

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Holly Lasante for financial assistance for participation in the World Classic & Equipped Power Masters Powerlifting Championships to be held April 26-May 3, 2020 in Sun City, South Africa in the amount of \$200.00 and that a

report be sent to City Council for their approval.”

CARRIED.

FINANCIAL IMPLICATIONS

The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition Program. The budget for 2020 is \$5,000 and can accommodate this request.

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 Manager of Recreation and Culture dated 2020 02 24 concerning the request for financial assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council support the financial assistance grant for Ms. Lasante's participation at the World Classic & Equipped Masters Powerlifting Championships to be held April 26 – May 3, 2020 in Sun City, South Africa in the amount of \$200.00 be approved.

Respectfully submitted,



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



COMMUNITY SERVICES DEPT

JAN 28 2020

RECEIVED

REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address

Name: HOLLY LASANTE

Address:

SAULT STE MARIE, ON

Postal Code : P6A 6Y8

Phone:

(W)

Fax:

Email:

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name:

Address:

Postal Code

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

World Classic & Equipped Masters Powerlifting Championships

Date(s) of Competition:

APRIL 26 - MAY 3, 2020

Location of Competition:

SUN CITY, SOUTH AFRICA

Name of Sports Governing Body:

INTERNATIONAL POWERLIFTING FEDERATION

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 200

Please specify, as accurately as possible, how the financial assistance will be used if approved.

ASSISTANCE WITH THE COSTS OF FLIGHT, ROOM, FOOD

Have you previously requested financial assistance from the City?

No _____ Yes X Amount \$ 200

If yes, please indicate the year(s).

2019

If this application for funding is approved, the payment cheque should be payable to:

HOLLY LASANTE

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2020 JAN 16
Year Month Day

HOLLY LASANTE MRS

Name Title
(Applicant) (If applicable)

holly lasante MRS

Name Title
(Club Official)

Holly Lasante

Digitally signed by Holly Lasante
Date: 2020.01.16 10:32:01 -0500

Signature

Phone Number

Holly Lasante

Digitally signed by Holly Lasante
Date: 2020.01.16 10:32:21 -0500

Signature

Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Municipal Commuter Cycling Program - 2020

PURPOSE

The purpose of this report is to recommend a number of Active Transportation projects to be implemented in 2020, utilizing funding received through the Ministry of Transportation's Ontario Municipal Commuter Cycling Program (OMCC). This report also addresses the Council resolution, dated March 4, 2019, outlining how recommendations from previously approved transportation and cycling plans are being implemented.

BACKGROUND

On May 8, 2017, staff presented an Active Transportation (AT) Strategy, which outlined priority cycling and active transportation initiatives, based on projects identified in the City's Cycling Master Plan, the John Rowsell Hub Trail Spokes Study, and the Transportation Master Plan. These projects include: nine priority cycling routes; replacing sidewalk sections of the Hub Trail with a multi-use path; a west end route to the Northern Community Centre; a link into the former St. Mary's Paper redevelopment site and James Street; as well as a series of EA's assessing the potential for road diets.

Subsequent to Council's endorsement of that strategy, the City applied and was successful in obtaining \$580,535 in funding through the Province's Ontario Municipal Commuter Cycling program. This funding was based on a City contribution of \$145,134, resulting in a total budget of \$725,669. As a condition of our funding agreement with MTO, project funding must be spent by December 30, 2020.

In 2019, Council approved the implementation of four (4) of the nine (9) priority cycling routes. These include:

- Pine Street – from Northern Avenue to Queen Street
- Willow Avenue – from Northern Avenue to McNabb Street
- Wawanosh Avenue/Willoughby Street – from Grand Crescent to Pine Street
- Queen Street East – from the Sault Golf and Country Club property to Dacey Road

ANALYSIS

Staff is recommending the following projects for implementation this year.

Nine Priority Cycling Routes: As indicated earlier in this report, Council previously approved four cycling routes.

Currently, staff is undertaking the pre-design analysis (i.e. facility selection analysis, draft line drawing planning) for the remaining five priority cycling routes. These routes include:

- Lake Street – from Village Court to Queen Street
- MacDonald Avenue – from Pine Street to Black Road
- North Street – from Mary Avenue to Wellington Street
- Korah Road – from Henry Street to Lyons Avenue
- Goulais Avenue – from Second Line to Bonney Street

This analysis for these routes should be complete by mid-March. Neighbourhood engagement sessions for each of the routes will be planned for late March, or early April.

Following Council's approval of the remaining 5 routes, it is recommended that these routes, as well as the 4 routes approved in 2019 proceed by way of a specific street painting contract. A specific contract is recommended as the implementation of cycling lanes is more specialized than the annual line painting contract. In addition to line painting, pavement markings, such as bike and diamond symbols are also required, and would be beyond the scope of the annual line painting contract. Any required signage would be installed by PWES signs department.

Northern Community Centre Multi-Use-Path: With the imminent development of the Northern Community Centre twin pad arena, it is recommended that the first phase of a multi-use-path be constructed, from Cooper Street, to the area just south of the Korah Collegiate track. This project will include a trail facility (similar to the John Rowsell Hub Trail) and a pedestrian/cyclist bridge crossing a flood diversion channel. An agreement with both the Algoma District School Board, and the Sault Ste. Marie Region Conservation Authority will be required to implement this trail. Once all agreements and approvals are obtained, it is recommended that this project be tendered as a separate construction project, including engineering design and contract administration services.

This trail project also aligns with the proposed Goulais Avenue Environmental Assessment (EA), which will investigate cycling facilities for Goulais Avenue. Upon completion of the EA, staff will report back on the continuation of this path to Goulais Avenue.

James Street/Machine Shop Spoke: As part of the overall redevelopment of the former St. Mary's Paper site, the City and the property owner have entered into an agreement to create a multi-use-path through the initial phase of this project. This path will lead from Canal Drive to the area just west of the Machine Shop.

The first part of this path has already been constructed through the Machine Shop parking area (the area in front of the Algoma Conservatory Building and the Machine Shop). As per Staff's December 2, 2019 report to Council, the second part between Huron Street and Canal Drive will include lighting and will be constructed this summer. Once complete, this path will be a continuation of the existing waterfront walkway, and will create an intuitive connection into the Machine Shop property, and the new ACR train station currently under development. This multi-use-path will also form part of a future spoke trail leading to the James Street neighbourhood (being proposed as part of future report on the rejuvenation of the James Street Neighbourhood).

SUMMARY

Following approval of the 2020 priorities identified in this report, Staff will initiate public consultation with the immediate neighbours of each route or multi-use path. These engagement sessions will be consistent with the recent public engagement process identified in Public Works and Engineering Services report, dated January 20, 2020. Specifically, a notice will go out to the neighbours fronting on roads where a cycling route is proposed and public information sessions will be hosted.

The cycling routes identified, as well as the proposed Northern Community Centre multi-use-path, will be implemented through separate contracts to be tendered once all approvals and agreements are in place. The James Street/Machine Shop spoke path can commence once Council endorses this report.

It is important to note that in addition to the projects identified in this report the City is planning a number of additional active transportation projects as part of planned capital works projects. This summer the reconstruction of Black Road will include widened shoulders which will serve as cycling lanes along that road (creating a cycling route from McNabb Street to Third Line). As well, the Northern Avenue resurfacing project will commence this summer, which includes the conversion of the street from 4 lanes to 3 lanes, with dedicated cycling lanes on both sides. The Bay Street resurfacing project is also scheduled to be completed this summer which will include a 1.5 km multi-use path on the south side of this road. Finally, the Great Northern Road/Second Line Environmental Assessment(EA) is scheduled to commence this summer. This EA will have a strong focus on improving pedestrian and cycling movements through this area of the community.

With the implementation of all of these projects coupled with existing routes and paths, the City will have approximately 50 km of active transportation infrastructure by the end of 2020.

FINANCIAL IMPLICATIONS

The City has received \$580,000 in provincial funding, by agreeing to contribute \$145,000, based on an 80/20 cost share agreement (Council has approved \$145,000 as part of

previous budgets). This has resulted in a total implementation budget of \$725,000. OMCC funding must be spent by then end of 2020.

The installation or construction of the priorities identified in this report would utilize the total implementation budget. The breakdown of the identified sections is listed below:

- Nine Priority Cycling Routes: \$300,000
- Northern Community Centre Multi-Use-Path: \$300,000
- James Street/Machine Shop Spoke: \$125,000

STRATEGIC PLAN / POLICY IMPACT

Implementing the recommended AT Strategy aligns with several strategic directions advanced by Council: Enhancing or investing in new AT infrastructure will foster the development of public spaces and support the City's global competitiveness; Expanding active transportation opportunities will support Council's goal of creating a vibrant and attractive downtown, one that contributes to the vitality and resiliency of our City; Investing in multi-use path networks, particularly towards the James Street neighbourhood, supports the revitalization of public spaces which creates opportunity for economic growth, diversity and social interaction; And working with local stakeholders on the implementation of AT aligns with Council's objective of collaborating with community partners, which is essential to the City's overall success.

RECOMMENDATION

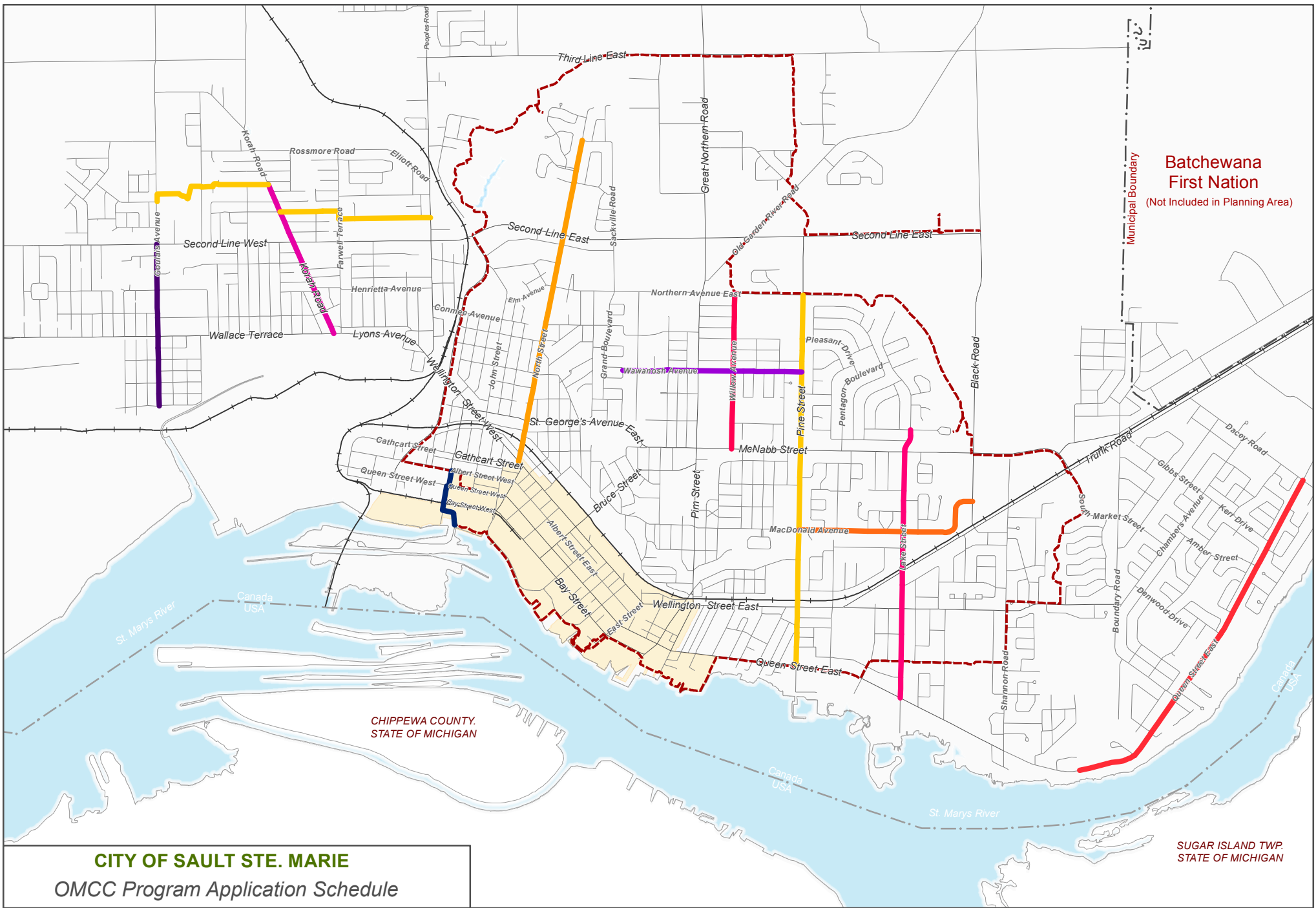
It is therefore recommended that Council take the following action:

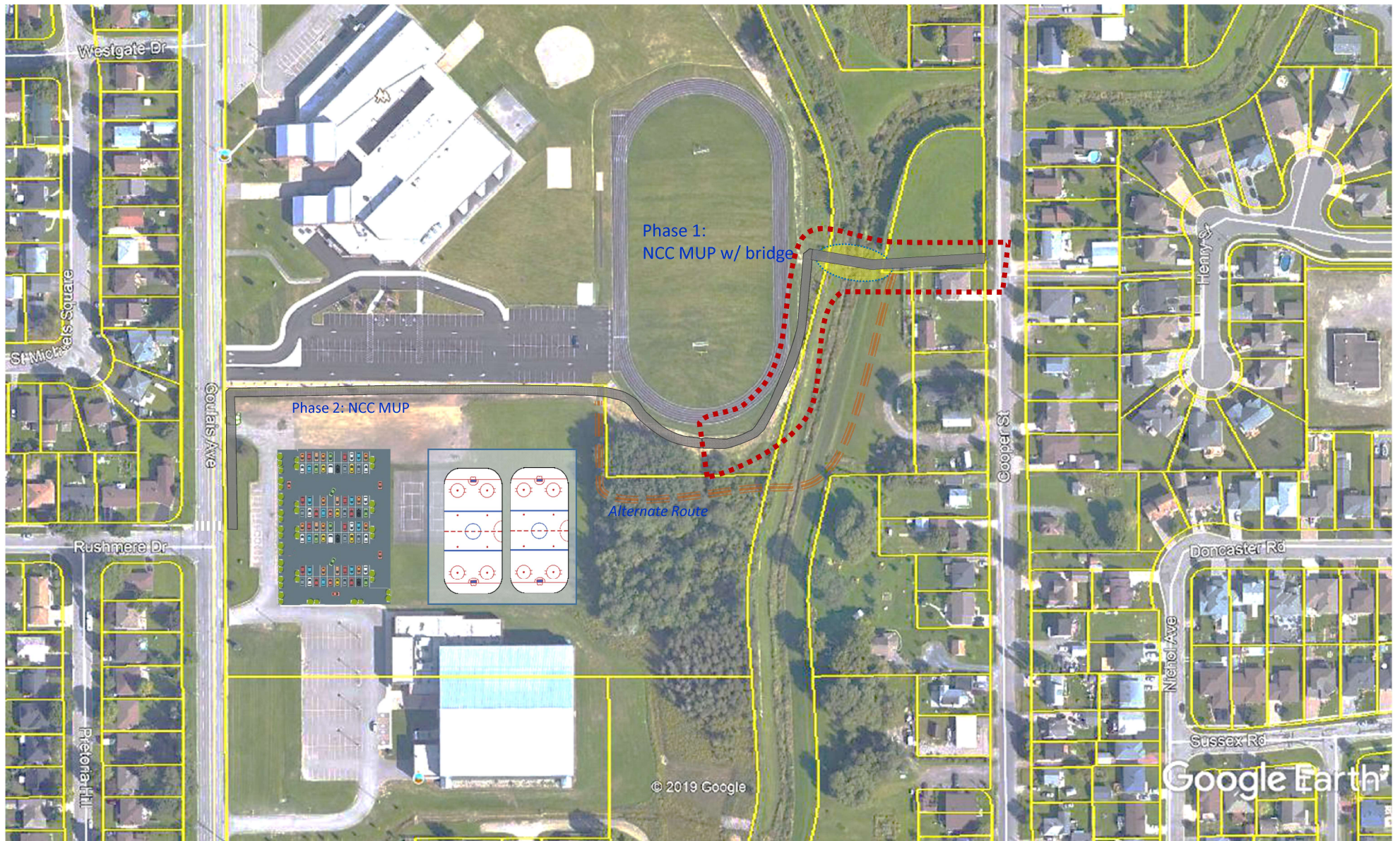
Resolved that the report of the Senior Planner dated 2020 02 24, concerning the Ontario Municipal Commuter Cycling Program – 2020, be received and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes, the Northern Community Centre multi-use-path, and the James Street/Machine Shop spoke as recommended in this report.

Respectfully submitted,

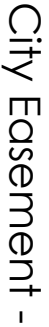


Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca





Page 97 of 332





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

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

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager, Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Black Road Posted Speed Limit Reduction

PURPOSE

The purpose of this report is to seek Council approval to reduce the posted speed on Black Road between McNabb Street and Third Line as per recommendations in the Black Road/Third Line Corridor Improvements Environmental Assessment.

BACKGROUND

In January of 2016, the City completed a Schedule C Municipal Class Environmental Assessment (EA), which looked at the Black Road and Third Line East corridors between McNabb Street and the Sault Area Hospital Entrance. Part of the recommendations in the Environmental Study Report (ESR) was to reduce posted speed limits after reconstruction from 70 km/h to 60 km/h on Black Road from McNabb Street to Second Line and from 60 km/h to 50 km/h on Black Road from Second Line to Third Line.

ANALYSIS

The Black Road/Third Line Corridor Improvements EA is now complete and the City is free to implement the preferred alternative solutions. In 2018, the improvements to Black Road between Second and Third Line were completed. Those proposed for Black Road between McNabb Street and Second Line began in 2019 and are currently underway.

Therefore, with those two sections of Black Road scheduled to be complete in 2020, it is prudent for the City to implement the speed reduction recommendations recommended in the ESR.

FINANCIAL IMPLICATIONS

The financial implications to this recommendation only include the cost of changing the signage, which is minimal and can be covered within the 2020 traffic operations budget.

STRATEGIC PLAN / POLICY IMPACT

Reducing the posted speed will enhance traffic safety, which is related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

An amendment to the Traffic By-law will be brought to Council at a future meeting

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



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager Design & Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Bay Street Improvements – Engineering Fees

PURPOSE

The purpose of this report is to request Council approval for an increase to the engineering fee limit with Kresin Engineering Corporation for the above-mentioned project.

BACKGROUND

At the 2014 09 08 meeting, Council provided approval for Kresin Engineering to provide engineering services associated with the Bay Street Improvements project with an engineering fee limit of \$303,500. At Council's wish, this was to be a signature project, which meant enhanced landscaping and active transportation amenities such as street furnishings, pedestrian lighting, bus shelters, bicycle racks, waste receptacles and drinking fountains. As a result of the expanded scope of the project, a further increase to the engineering fee limit of \$240,000 (to a total of \$543,500) was approved on 2019 03 18

At the 2019 06 03 meeting, Council approved awarding Contract 2019-6E, Bay Street Improvements, to Pioneer Construction.

ANALYSIS

Since the award of the construction contract, additional engineering effort has been required due to the extent of the unanticipated subsurface conditions encountered on-site. The conflicts with existing underground utilities and proposed traffic signal design, landscaping, roadway illumination, trail illumination, and storm sewer infrastructure essentially required reworking of design drawings and in some cases complete redesign of proposed signalized intersections. Furthermore, the original contract was anticipated to be completed in 2019; however due to conditions outside of the contractor's control, approximately one-third of the project remains to be completed in 2020.

Kresin has exceeded the engineering fee limit and the project will require an increase of approximately \$360,000. Most of these overruns are fees from the sub-consultant for redesign of signalized intersections and continued landscaping design during construction. In order to reduce these costs the City can perform the day-to-day

inspection of the remaining 2020 work in-house. Having City staff perform the construction inspection will bring the projected overrun down to \$250,000.

The new total engineering fee limit would be increased from \$543,500 to \$793,500 representing approximately 12% of the engineering to construction ratio, which is appropriate for a road reconstruction project of this magnitude.

FINANCIAL IMPLICATIONS

At the 2019 06 03 meeting, Council approved total project costs of \$7,477,672. The increase in engineering fees brings the total project cost to \$7,727,672. In order to accommodate the increase to Kresin's engineering fees from \$543,500 to \$793,500, \$250,000 is required to be redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 02 24 be accepted and that Council authorize the engineering fee limit in Kresin Engineering's agreement for the Bay Street Improvements be further increased by \$250,000 to the limit of \$793,500; further that \$250,000 be redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget, be approved.

Respectfully submitted,



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



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager, Design & Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Central Creek Aqueduct Project Budget Increase

PURPOSE

The purpose of this report is to request Council approval to increase the fee limit in the engineering agreement with STEM for engineering services related to structural repairs to the East Davignon Creek Second Line crossing, just west of Farwell Terrace, and repairs to the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue.

BACKGROUND

At the 2018 02 05 meeting of Council, the City entered in to an agreement with STEM Engineering Inc. to provide engineering services for the above-mentioned project. Contract 2018-10E was executed at the meeting of 2018 06 25 with the majority of the construction completed last summer and fall. Subsequently, on March 18, 2019, Council also approved \$17,000 be added to the fee limit for a new project engineering fee total of \$112,000.

ANALYSIS

The revised fee estimate for STEM's agreement was \$112,000. Due to the contractor taking longer than anticipated, deferral of portions of the Farwell Terrace work to be completed in 2019 and 2020, and the extent of the repairs being greater and more complicated than anticipated, STEM requires their fee limit to be increased from \$112,000 to \$139,130 in order to complete the project.

The City's procurement by-law requires any in-scope change in excess of a 10% cumulative tolerance level and/or greater than the CAO's approval limit to be approved by Council. With the additional engineering fees, the engineering to construction ratio will be slightly over 15%, which is still reasonable for a project of this magnitude. Staff recommends \$27,130 be added to STEM's fee limit which will complete this project.

FINANCIAL IMPLICATIONS

Of the added engineering fees, \$13,727 can be accommodated within the original budget and the remainder can be covered within the approved 2020 Miscellaneous Construction budget by redirecting \$13,403 from resurfacing.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

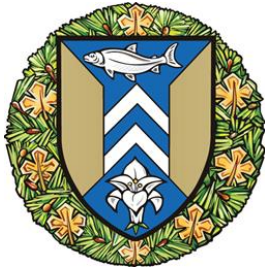
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design & Transportation Engineering dated 2020 02 24 be received, and that the recommendation to raise the engineering fee limit for the Central and East Davignon Creek Aqueduct Repairs to \$139,130, be approved.

Respectfully submitted,

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

Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and
Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Connor Road Culvert Engineering Services

PURPOSE

The purpose of this report is to request approval to retain STEM Engineering for engineering services related to the Connor Road culvert rehabilitation.

BACKGROUND

In the fall of 2018, damage was sustained to the Connor Road culvert. Undermining of the existing footings was noted, and the southeast wing wall and shoulder were damaged. In approximately the early 2000's damage was also sustained, and repairs were completed in both instances. A full inspection, and permanent repairs, including structural modifications are required to prevent similar occurrences in the future. This culvert is considered critical due to the single access point that is provided to the existing properties.

ANALYSIS

A Request for Proposal was issued to our Vendor of Record list. Three consultants submitted proposals, and each proposal was evaluated by City Engineering staff. Based on the evaluation it is recommended that STEM Engineering be retained at an upset fee of \$62,952 excluding HST.

FINANCIAL IMPLICATIONS

When recoverable HST is removed, the City's cost for engineering services is estimated to be approximately \$64,060. At the May 6, 2019 Council meeting, Council approved \$450,000 out of the special one-time top up gas tax funding for this project.

STRATEGIC PLAN / POLICY IMPACT

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

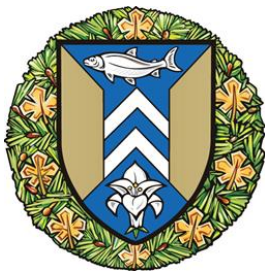
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2020 02 24 concerning the Connor Road culvert repairs, be received, and that STEM Engineering be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca



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

COUNCIL REPORT

February 24, 2020

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: Waterfront Walkway Remediation – Consultant Selection

PURPOSE

The purpose of this report is to obtain Council approval to retain a Professional Engineering Consultant to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk.

BACKGROUND

In recent years, higher than average water levels have contributed to erosion and scour of the shoreline under the Waterfront Walkway resulting in sinkholes along the St. Mary's River Drive Boardwalk. The City has been monitoring and performing temporary repairs but reinstatement of the shoreline protection is now required to ensure long-term stability of the Boardwalk.

ANALYSIS

In accordance with the procurement policy, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. Proposals from the following firms were received:

- WSP
- Tulloch

All proposals were reviewed by Engineering staff, which followed a detailed scoring system that considered corporate profiles, relevant past experience, and fees.

Based on staff's review, it is recommended that this work be awarded to Tulloch Engineering.

FINANCIAL IMPLICATIONS

Tulloch's fee estimate included in their proposal submission is \$199,035 excluding HST. Based on the contents of their proposal, the Engineering Division will work with Tulloch to develop an engineering agreement that will be brought to Council at a future meeting.

Tulloch's engineering fees can be accommodated within the \$1,500,000 approved for this project during the 2020 Capital Budget deliberations. After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Waterfront Walkway Remediation consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement will be brought to Council for approval later.

Respectfully submitted,



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



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

COUNCIL REPORT

February 24, 2020

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: Professional Traffic Engineering Advisory Services

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services to provide traffic engineering assistance on an as-needed basis at locations in the City.

BACKGROUND

The City has traffic engineering expertise in house; however, from time to time, outside expertise or specialist opinions are required. It is inefficient to procure professional services for relatively small assignments. Therefore, in the 2020 budget staff obtained Council approval to procure one traffic specialist to provide advisory services on an as-required basis. A budget allowance of \$30,000 for these services was included in the 2020 budget.

ANALYSIS

In accordance with the procurement policy, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category and was posted on the City webpage. Proposals from the following firms were received:

- CIMA+
- IBI Group
- WSP
- AECOM
- TNS

All proposals were reviewed by Engineering staff, which followed a detailed scoring system that considered corporate profiles, relevant past experience, and fees.

Based on staff's review, it is recommended that this work be awarded to CIMA+.

FINANCIAL IMPLICATIONS

As this project is for advisory services on an as needed basis, the City will not exceed the \$30,000 budget that is approved for 2020. Further, this is a two year contract duration with an option for the City to extend it to a third year. However, no work in 2021 or 2022 will be assigned unless budget allowances in those subsequent years are approved.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Professional Traffic Engineering Advisory Services consultant selection be received, and that Council authorize entering into an agreement for engineering services with CIMA+ with an engineering fee limit of \$30,000 for 2020.

An individual engineering agreement will be brought to Council for approval at a later date.

Respectfully submitted,



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



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Request by 1890628 Ontario Inc. for Land Transfers regarding
Parts 14 and 18 1R7949 (Requestor Shaun Boyer, Administrator
for 1890628 Ontario Inc. Ronald Boyer)

PURPOSE

The purpose of this report is two-fold, specifically to recommend to Council:

- (a) that the property described as Part of PIN 31486-0141 (LT) PT LT 69 RCP H714 Rankin Location, being Part 18 Plan 1R7949; Sault Ste. Marie be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land; and
- (b) that the property owned by 1890628 Ontario Inc., described as Part of PIN 31486-0143 (LT) PT LT 62 RCP H708 Rankin Location; being Part 14 Plan 1R7949; Sault Ste. Marie be acquired by the City.

ATTACHMENT

Attached as "Schedule A" is 1R7949, which shows the subject properties.

BACKGROUND

The Developer, 1890628 Ontario Inc. ("Developer") brought Severance Application, File Number B6/19 before the Committee of Adjustment, which granted the severance subject to various conditions. Relevant to the matter before City Council is a requirement that the Developer ensure Part 13 Plan 1R7949 be a full lot with proper frontage. To facilitate same, the City's Engineering Department identified and recommended essentially a land swap, specifically that the Developer pursue the acquisition of Part 18 1R7949 owned by the City in exchange for selling to the City Part 14 Plan 1R7949. Engineering has commented that this would facilitate Part 13 Plan 1R7949 being a full lot with proper frontage. The Committee of Adjustment has noted that the Developer must satisfy all conditions, including the land swap by March 20, 2020. Timing is therefore of the essence.

Engineering has confirmed the two pieces of land are essentially identical in area, specifically Part 18 Plan 1R7949 is 0.025+/- acres and Part 14 Plan 1R7949 is 0.027+/- acres.

ANALYSIS

The Developer's request was circulated for comment. Engineering has supported the request and identified the land swap requested herein, which subsequently formed one of the conditions of severance. Engineering has advised they have circulated utilities for comment and that any purchase or sale should be made subject to any necessary easements required by utilities. Further, Engineering has confirmed the land swap should only proceed if the Developer fulfills the other conditions of severance before March 20, 2020.

The Sault Ste. Marie Region Conservation Authority commented that both Part 14 and Part 18 on Plan 1R7949 are within the regulated area under the jurisdiction of the Conservation Authority with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. Any development on either property would require a permit from SSMRCA. No concerns or objections were raised by any other department circulated.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

- a) authorize the acquisition of part of 440 River Road, described as Part of PIN 31486-0143 (LT) PT LT 62 RCP H708 Rankin Location, being Part 14 Plan 1R7949; Sault Ste. Marie from 1890628 Ontario Inc. (Ronald Boyer) for the amount of One (\$1.00) Dollar. By-law 2020-57 authorizing same appears elsewhere on the Agenda and is recommended for approval;
- b) authorize that the City owned property abutting 440 River Road, described as Part of PIN 31486-0141 (LT) PT LT 69 RCP H714 Rankin Location, being Part 18 Plan 1R7949; Sault Ste. Marie, be declared as surplus to the City's needs and further authorize the disposition of the said property in accordance with the City's policy for the disposition of land, to the abutting owner, specifically 1890628 Ontario Inc. (Ronald Boyer) for the amount of One (\$1.00) Dollar. By-law 2020-58 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Request by 1890628 Ontario Inc. for Land Transfers regarding Parts 14 and 18 1R7949
(Requestor Shaun Boyer, Administrator for 1890628 Ontario Inc. Ronald Boyer)
2020 02 24
Page 3.

Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\OPEN PR1.130 PR1.131 Property Switch Part 14 and 18 1R7949 Feb 24 2020.docx

PLAN

OF SURVEY OF

PART OF LOT 62 REGISTRAR'S COMPILED PLAN H-708

AND

PART OF LOT 69 REGISTRAR'S COMPILED PLAN H-714

BEING

PART OF LOTS 15 AND 16

RIVER RANGE RANKIN LOCATION

CITY OF SAULT STE MARIE

DISTRICT OF ALGOMA

SCALE 1" = 40'

BOLAN and URSO Ltd

1990

CAUTION

THIS PLAN IS NOT A PLAN OF
SUBDIVISION WITHIN THE MEANING
OF THE PLANNING ACT

RECEIVED AND DEPOSITED AS

PLAN IR- 7949

November 14, 1990

DATE

DEPUTY LAND REGISTRAR FOR
THE REGISTRY DIVISION OF

ALGOMA (M-1)

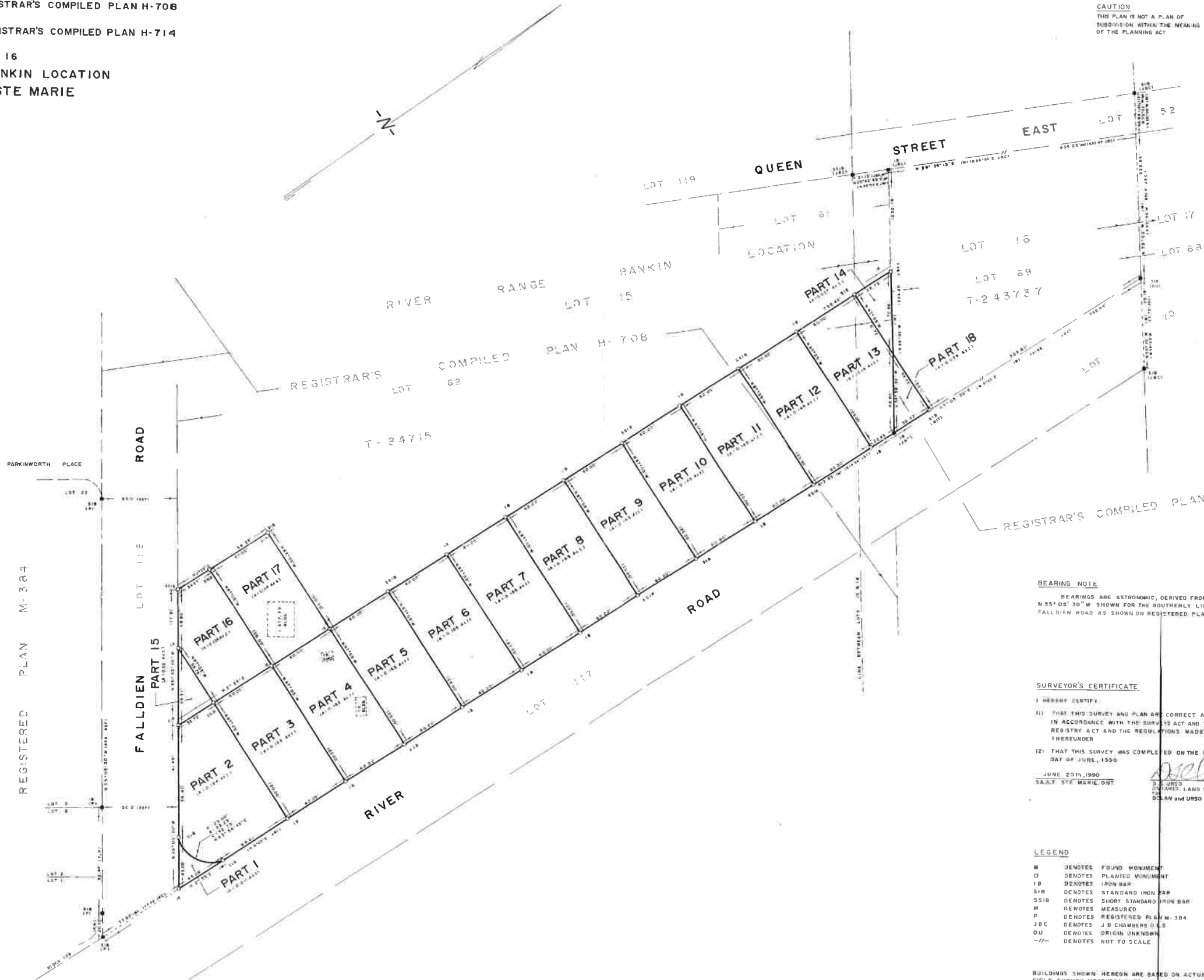
I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
REGISTRY ACT

November 13, 1990

DATE

D.S. URSO
ONTARIO LAND SURVEYOR

PART 1 TO 18 INCLUSIVE - PART OF
LOT 62 REG. PLAN H-708
PART OF LOT 69 REG. PLAN H-714
PART OF LOTS 15 AND 16
PART OF INST. T-24373



BEARING NOTE

BEARINGS ARE ASTRONOMIC, DERIVED FROM THE
N 55° 03' 30" W SHOWN FOR THE SOUTHERLY LIMIT OF
FALDIEN ROAD AS SHOWN ON REGISTERED PLAN M-384

SURVEYOR'S CERTIFICATE

- I HEREBY CERTIFY
- (1) THAT THIS SURVEY AND PLAN ARE CORRECT AND
IN ACCORDANCE WITH THE SURVEYS ACT AND THE
REGISTRY ACT AND THE REGULATIONS MADE
THEREUNDER
- (2) THAT THIS SURVEY WAS COMPLETED ON THE 14th
DAY OF JUNE, 1990

JUNE 20th, 1990

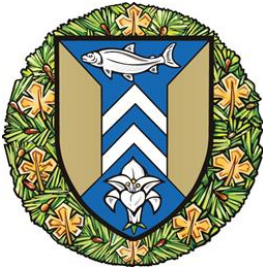
SAULT STE MARIE, ONT.

D.S. URSO
LAND SURVEYOR
FOR
BOLAN and URSO Ltd

LEGEND

- DENOTES FOUND MONUMENT
□ DENOTES PLANTED MONUMENT
— DENOTES IRON BAR
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
M DENOTES MEASURED
P DENOTES REGISTERED PLAN M-384
JBC DENOTES J.B. CHAMBERS D.L.S.
OU DENOTES ORIGIN UNKNOWN
--- DENOTES NOT TO SCALE

BUILDINGS SHOWN HEREON ARE BASED ON ACTUAL
FIELD SURVEY MEASUREMENTS



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: LPAT Appeal – 22 MacDonald Avenue (Ruscio/Martella)

PURPOSE

The purpose of this report is to advise Council of two appeals received regarding City Council's decision in respect of the above noted property. Specifically, an Appeal was filed by Lynden Pond in the City Clerk's Office on Wednesday, February 12, 2020. Further, an Appeal was filed by Mary Loretta Harrison in the City Clerk's Office on Thursday, February 13, 2020. In both Appeals, the individuals have appealed City Council's decision to pass:

- (a) By-law 2020-30, being a by-law to adopt Amendment No. 226 to the Official Plan for the City of Sault Ste. Marie; and
- (b) By-law 2020-31, being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151.

Under the provisions of the *Planning Act*, R.S.O. 1990 the Legal Department will send a package of material to the Local Planning Appeal Tribunal (LPAT) and in due course the LPAT will set a hearing date for the appeal if LPAT decides that the issues raised in the appeals warrant a hearing.

BACKGROUND

City Council passed By-laws 2020-31 and 2020-30 on January 20, 2020. The purpose of By-law 2020-31 is to change the zone designation of 22 MacDonald Avenue from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone subject to the following special exception:

- 1. That the proposed apartment building not exceed 8 stories.
- 2. That the total number of residential units on-site not exceed 65.

The purpose of By-law 2020-30 is to adopt Amendment No.226 to the Sault Ste. Marie Official Plan. Amendment No. 226 adds paragraph 150 to the Special Exceptions Section, which provides that notwithstanding Housing Policy 6 (HO.6) of the City's Official Plan,

the property located at 22 MacDonald Avenue is not required to provide any affordable units within the proposed residential development.

The portion of the two Appeals received that relate to Zoning By-law 2020-31 are filed pursuant to Section 34(19) of the Planning Act. The portion of the two Appeals received that related to By-law 2020-30 are filed pursuant to Section 17(24) of the Planning Act.

ANALYSIS

A copy of the appeals may be viewed in the Legal Department.

FINANCIAL IMPLICATIONS

The appeal will be argued by in-house staff. As such, the financial impact is nominal.

STRATEGIC PLAN / POLICY IMPACT

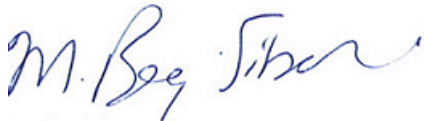
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that Council accept this report as information and pass a resolution confirming that despite the appeals, Council wishes to proceed with Zoning By-law 2020-31 and By-law 2020-30 being a by-law to adopt Amendment No. 226 to the Sault Ste. Marie Official Plan.

Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\OPEN P1.1(1) LPAT APPEAL 22 MCDONALD AVE FEB 24 2020.docx

**Annual Report
of the
Integrity Commissioner
for
The Corporation of the City of Sault Ste. Marie**

(Covering the period from January 1, 2019 to January 31, 2020)

Prepared By: Antoinette Blunt, President, Ironside Consulting Services Inc.

Date: February 18, 2020



Table of Contents

Background	3
Complaint Protocol for Code of Conduct (Council and Local Boards)	3
Inquiry Regarding Integrity Commissioner Role	3
Inquiry Regarding Conflict of Interest.....	3
Expenditures During Period and Total Since Appointment	3

Background

On May 1, 2018, the Council of the Corporation of the City of Sault Ste. Marie, appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the City's first Integrity Commissioner. The period of appointment is from May 1, 2018 until December 31, 2020. This report represents the services provided from January 1, 2019 until January 31, 2020.

Complaint Protocol for Code of Conduct (Council and Local Boards)

The recommended amendments to Appendix "A", the Complaint Protocol for Code of Conduct (Council and Local Boards), as reported by the Integrity Commissioner in the February 6, 2019 Annual Report, were approved by Council on February 11, 2019 (Amended by By-law 2019-39).

Inquiry Regarding Integrity Commissioner Role

On October 9, 2019, a request for information regarding clarification of the role of the Integrity Commissioner was made by a member of the public. There was no request for an inquiry or an investigation. The information was relayed to Rachel Tyczinski, City Clerk.

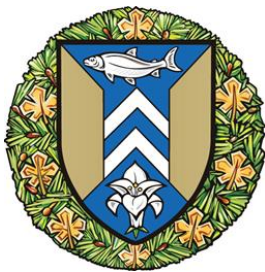
Inquiry Regarding Conflict of Interest

A letter dated December 11, 2019 was received from Mayor Provenzano, requesting an assessment as to when or if in his role as Head of Council, the Mayor would be in a conflict of interest, as that term is defined by the governing legislation (*Municipal Conflict of Interest Act, R.S.O. 1990 c. M. 50*), the city Council's Code of Conduct or any other relevant or applicable law or code, when a current or former client of the Mayor's law firm is before Council if his law firm is not retained for or involved in work related to the matter before Council. A written response dated December 30, 2019, was provided to the Mayor and copied to members of Council.

Expenditures During Period and Total Since Appointment

The cost for services rendered for the period from January 1, 2019 until January 31, 2020 was \$1,940.78. This included the expenses related to the December 31, 2019 response to the Mayor's inquiry, development of the 2019 Annual Report for Council and the preparation and presentation to City Council on the role of the Integrity Commissioner.

The cost for services rendered for the period from May 1, 2018 until December 31, 2018 was \$1,158.25. The total cost for services rendered since date of appointment is \$3,099.03.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Emily Cormier, Climate Change Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Greenhouse Gas Emissions Inventory

PURPOSE

The purpose of this report is to inform Council of the results of the completed community greenhouse gas (GHG) emissions inventory and the update to the Corporate GHG emissions inventory. This report also outlines next steps for the development of GHG targets and a reduction plan, and provides an overview of the planned 2020 stakeholder engagement activities.

BACKGROUND

In June 2019, the City of Sault Ste. Marie (the City) began working on developing a community level GHG emissions inventory under the FutureSSM project. The GHG emissions inventory is critical for the City to understand current GHG emission levels and set reduction targets. The GHG methodology used is based on the reporting requirements outlined in the *Partners for Climate Protection (PCP) Protocol: Canadian Supplement to the International Emissions Analysis Protocol* (2014) created by ICLEI Canada and the Federation of Canadian Municipalities (FCM). There are over 350 participating municipalities across Canada involved in the PCP program, which includes the completion of a 5-milestone framework. The program is intended to guide municipalities towards the development of a Climate Action Plan. The 5-milestones include:

1. Creating a baseline emissions inventory and forecast
2. Setting emissions reduction targets
3. Developing a local action plan
4. Implementing the local action plan, and
5. Monitoring progress and reporting results

In January 2020, the City successfully completed Milestone 1, the creation of a baseline emissions inventory and forecast. This report provides the details pertaining to this significant first step and outlines details for Milestones 2 and 3.

ANALYSIS

A greenhouse gas (GHG) emissions inventory is an important starting point to understand how and where community GHG emissions come from. It can also be used as a measurement metric for understanding community progress with regards to GHG emissions reduction. Sault Ste. Marie's community GHG emissions inventory provides an overview of GHGs produced within the community, both by residents in their homes and by local businesses and institutions as they carry out their operations.

Data for the community inventory is broken down by sector, including: residential, commercial and institutional, and industrial stationary energy emissions (natural gas and electricity), solid waste, rail, estimates for propane and fuel oil, and on-road transportation. Emissions data was sourced from utility consumption metrics (PUC and Enbridge), City staff engagement and reports and publicly available data. The inventory baseline year is for 2017 GHG emissions, as this is when the latest public emissions data was available.

In addition to the community inventory, an update to the corporate GHG emissions inventory was also completed. Both community and corporate GHG emissions inventories also include a business-as-usual (BAU) forecast, which projects what emissions will look like if no reduction action occurs over the next 20 years. A presentation accompanies this report with further details pertaining to the inventory (Appendix A). The inventory completes Milestone 1 of the FCM PCP program and will serve as a baseline from which to establish emission reduction targets.

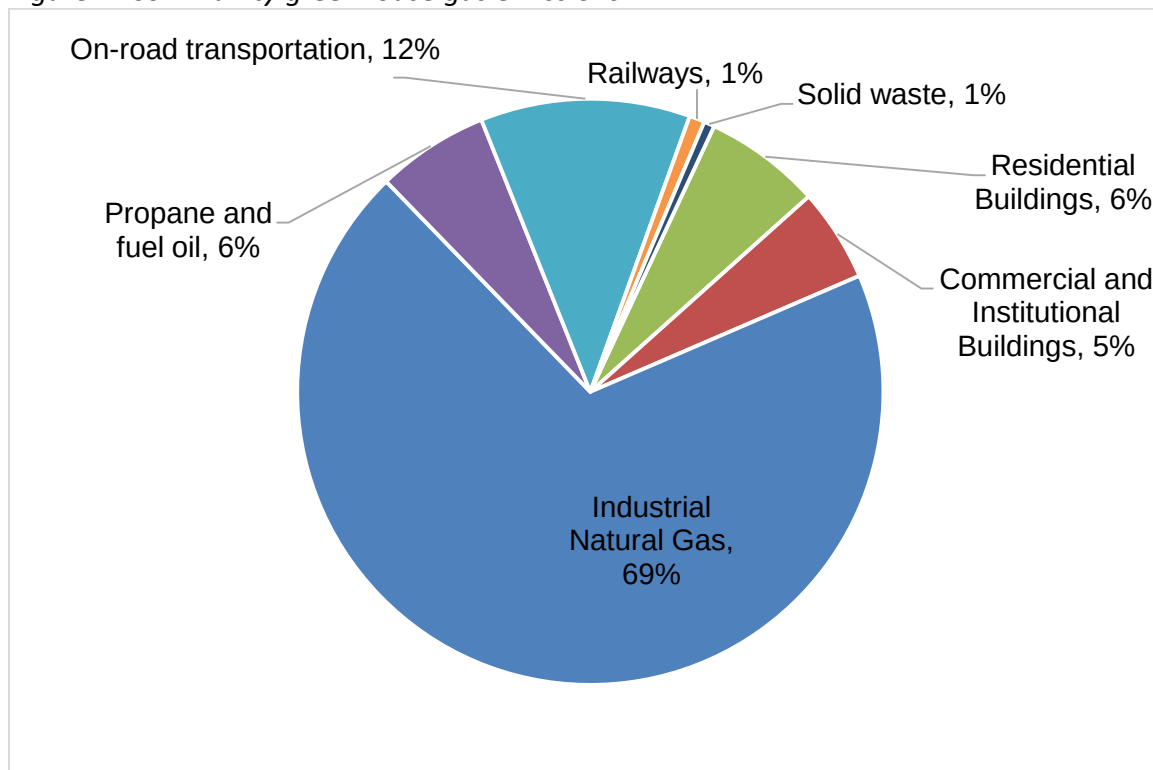
This inventory is presented in two categories: emissions produced by the community at large (*community inventory*) and Corporation of the City of Sault Ste. Marie (*corporate inventory*). The corporate inventory is a subset of the community inventory, with corporate emissions comprising approximately 1% of the community total. An overview of the findings is presented below.

Community GHG Emissions Inventory

The community GHG emissions inventory focuses on emissions from seven sectors, including: 1) Residential, 2) Commercial/Institutional, 3) Industrial, 4) Estimates for Propane and Fuel Oil, 5) On-Road Transportation, 6) Rail, and 7) Waste. The table and figures below summarize the results of the community inventory. The emissions are recorded as tCO₂e (Tonnes of carbon dioxide equivalent, which is a measure that allows you to compare the emissions of other greenhouse gases relative to one unit of CO₂. It is calculated by multiplying the greenhouse gas emissions by its 100-year global warming potential).

Table 1: Overview of community greenhouse gas emissions

Category	Sector	Emissions (tCO ₂ e)	Data Scope
Energy	Residential	96,807	Electricity and natural gas consumption
	Commercial and institutional	77,078	Electricity and natural gas consumption
	Industrial	1,039,794	Natural gas consumption
	Propane and fuel oil	93,080	Estimate of propane and fuel oil consumption
Transportation	On-road transportation	173,847	Vehicle Kilometres Travelled (VKT)
	Railways	12,771	Estimate of emissions per kilometre of rail track
Waste	Solid waste	8,764	Annual landfill gas (LFG) collected
Total GHG Emissions		1,502,142	

Figure 1: Community greenhouse gas emissions

Total 2017 GHG emissions in Sault Ste. Marie resulted in approximately 1,502,142 tCO₂e, which equates to approximately 20.5 tonnes of GHG's per capita. This is comparable to

the Canadian national per capita emissions, which were recorded at 19.5 in 2017 (Source: Government of Canada: Greenhouse gas sources and sinks: executive summary 2019). Natural gas emissions from the industrial sector created the largest portion of GHG emissions in the community. This is reasonable and consistent with other communities as manufacturing is significantly more energy intensive than other sectors operating within the City.

Corporate Emissions Inventory

The corporate emissions update includes emissions from: building energy (electricity and natural gas), vehicle fleets and equipment, outdoor lighting, and water and wastewater treatment facilities. The table below summarizes the corporate GHG emissions inventory.

Table 2: City of Sault Ste. Marie 2017 Corporate GHG Emissions

Sector	Emissions (tCO ₂ e)	% of Emissions	Scope of Data
Buildings	3,652	33.6%	Natural gas and electricity
Vehicle Fleets and Equipment	6,076	56%	Gasoline and diesel
Outdoor Lighting	48	9.9%	Electricity
Water & Sewage	1,080	0.4%	Electricity and natural gas
Total Emissions	10,857	100%	

The majority of Corporate GHG emissions come from vehicle fleet and equipment, followed by buildings, predominantly from the use of natural gas. Emissions from energy use for water and sewage treatment are the third highest source of emissions, and the lowest comes from Outdoor Lighting.

This inventory serves as an update to the corporate inventory which was last completed for 2007 metrics. The following table shows the emissions by sector and how they have changed between 2007 and 2017.

Table 3: Comparison of Corporate Inventories for 2007 and 2017

	2007	2017	Change Summary
Sector	Emissions (tCO ₂ e)	Emissions(tCO ₂ e)	
Buildings	6,694	3,652	↓45%
Vehicle Fleet and Equipment	7,295	6,076	↓17%
Outdoor Lighting	1,779	47.83	↓97%
Wastewater	2,414	1,080	↓55%
Refuse	60	N/A	N/A
Total	18,243	10,857	↓40%

Since 2007 emissions have decreased across all sectors of corporate operations. A portion of this can be attributed to actions such as the City streetlight conversion to LED, as well as a series of building upgrades and retrofits. It is important to note that the difference may also be due to different sources of data being used for the benchmarking information. For example, corporate refuse generated at municipal facilities is no longer recorded. In addition, as of 2014, Ontario no longer used coal to create electricity under the *Ending Coal for Cleaner Air Act* (2015) which greatly contributed to lower emissions for all electricity use. To continue decreasing emissions the City must prioritize energy management and energy efficiency in existing assets and new builds.

Next Steps

Over the next year, FutureSSM will focus on working with the community to develop GHG targets and a GHG reduction plan. A series of stakeholder consultations initiatives including an open house, community survey, and one-on-one presentations with key stakeholders will be held as part of this process.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC PLAN / POLICY IMPACT

The City of Sault Ste. Marie Corporate 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.

The FutureSSM community development strategy includes Environmental Sustainability as one of the four pillars of community development.

In addition, the community greenhouse gas (GHG) emissions inventory will be used to inform key policy and planning documents such as the new Official Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Climate Change Coordinator dated February 24, 2020 titled Greenhouse Gas (GHG) Inventory Report be received as information.

Respectfully submitted,
Emily Cormier
Climate Change Coordinator
705.971.3366
e.cormier2@cityssm.on.ca

Subject: FW: Feb 24 Council Meeting

Thank you for the opportunity to make this presentation to City Council on behalf of the Sault Ste. Marie Climate Change Hub.

The Sault Climate Hub is non partisan group of concerned citizens of Sault Ste. Marie, Ontario and surrounding areas. We are a member of The Climate Reality Project Canada (Climate Reality Canada) a charity organization that serves as the Canadian component of a global movement to educate the public about the science and impacts of climate change as well as solutions to address the climate crisis.

Our Mission:

To advance climate change mitigation and adaptation to align Sault Ste. Marie with scientific, aspirational, and global targets for greenhouse gas emission reductions through action, education, engagement, and other activities.

To reduce Sault Ste. Marie and surrounding area's greenhouse gas emissions to match global targets set by the UN IPCC (United Nations Intergovernmental Panel on Climate Change)

The SSM Climate Change Hub is celebrating the completion and presentation of the much-anticipated greenhouse gas (GHG) inventory, report. We applaud Council's efforts in taking bold action to address the imminent, present, and pressing climate emergency.

The GHG inventory is a necessary tool, which can be used by the city to direct efforts in reducing greenhouse gas emissions in an informed and effective manner. It can be used to guide the implementation of best practices, assess where infrastructure investment will be most effective, and in the assessment of whether or not to endorse future developments--ensuring they are in line with the community's GHG-reduction trajectory.

We are very supportive of the efforts the City has made to date to initiate the hiring of a Climate Change Coordinator and the City's resolution to join the Partners for Climate Change and working towards a climate action plan.

As part of this initiative, our Community Delegation would like to express our strong support for all of the work that went into finalizing the SSM Green House Gas Inventory Report that Emily Cormier is presenting to Council today, Feb 24th.

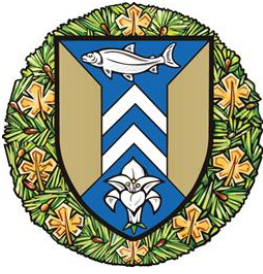
We see this as the first step in the City's commitment to develop a plan to curb and mitigate Climate Change in our community.

Again, we applaud the City's efforts in this regard and trust the Council will accept this GHG Emissions Inventory report with the intent of moving forward in developing a GHG mitigation plan. As a concerned citizen's group we also trust that the City will set clear GHG emission targets to help fight Climate Change at the local level, consistent with what hundreds of other communities are doing across Canada.

The SSM Climate Change Hub thanks City Council for the opportunity to show our support for the City's intent to address Climate Change locally. Our group and other concerned interest groups look forward to the next steps in this process and appreciate the opportunity to become more engaged as a recognized stakeholder in the City's climate action plan consultation process.

Thank you

Greg Cull, on behalf of the SSM Climate Change Hub



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

COUNCIL REPORT

February 24, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-1-20-Z - 25 Donna Drive (1890714 Ontario Inc. c/o Steve Ficociello)

PURPOSE

The applicant, 1890714 Ontario Inc. (c/o Steve Ficociello), is requesting to rezone the subject property to facilitate the construction of 22 multiple attached (townhouse) dwelling units with access onto Donna Drive.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m.

Subject Property

- Location – The 'Through Lot' has frontage upon Second Line West and Donna Drive, located approximately 112m (367') west of the intersection of Second Line West and Prentice Avenue.
- Size: The rectangular parcel has approximately 41m (135') frontage on Donna Drive and 78m (256') frontage along Second Line West, with 156m (512') depth, totalling 1.25ha (3.08acres).
- Present Use: Vacant property – formerly Prince of Whales School
- Owner: 1890714 Ontario Inc.

BACKGROUND

There have been no previous rezoning applications upon the subject property, however the applicant recently purchased 'Donna Park' and consolidated it with the former Prince of Wales School property. At its open meeting on May 21, 2019, Council passed By-law 2019-116 deeming the park surplus and authorizing the sale to the applicant. Upon completion of the sale, deeming by-law 2019-238 was approved and the former park and school properties were merged to create the subject property.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated 'Residential' on Land Use Schedule C of the Official Plan. The following policies are applicable to this proposal:

HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Generally, the residential development policy framework of the OP aims to encourage a mixture of housing types and tenure.

The applicant is proposing a total of 22 single storey multiple attached dwelling units, consisting of six 3-unit buildings and one 4-unit building. The intent is for these units to be put on the rental market. The resulting density is 17.6 units per hectare (7.1units/acre). Within the local context, this is classified as a low to medium density development, and therefore, Residential Policy 3 applies.

Policy R.4 supports small scale residential intensification. Policy R.5 indicates that small scale residential intensification includes among other things, infill development and redevelopment. This development proposal represents an infill development opportunity. There exists adequate supporting infrastructure to support the proposed development and there are no significant physical constraints upon the subject property.

Conformity with the Growth Plan for Northern Ontario (GPNO) and the Provincial Policy Statement (PPS)

In general terms, the PPS aims to facilitate mixed residential neighbourhoods, with a variety of housing types and tenure forms, that are available to a variety of people in different life stages. More specifically:

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) *promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
- b) *accommodating an appropriate range and mix of residential...;*

- e) *promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*
- 1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market by:*
- c) *directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;*
 - d) *promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

This proposal is consistent with the Provincial Policy Statement.

Growth Plan for Northern Ontario (GPNO) 2011:

- 3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities ... a range and mix of ... housing types...*

It is Planning Staff's opinion that this proposal conforms to the Growth Plan for Northern Ontario.

Comments

Referring to the site plan attached, the proposed single storey multiple attached development will include ample greenspace. In fact, more than 50% of the lot will be landscaped. All units will have a garage and additional visitor parking is proposed along the access drive. The required stormwater management pond is proposed to be located along the Second Line frontage and should be designed in a manner that it is integrated into the Second Line landscaping.

As part of this request, the applicant is seeking to reduce the required setback from Second Line West from 10m (33') to 7.5m (25'). These setbacks are in addition to the required 5m (16.5') road widening along this portion of Second Line. Although the applicant's site plan currently adheres to the 10m+5m setback, he is seeking flexibility to allow for additional architectural features along the south façade of Unit 12. Although Second Line is by definition the rear yard, it is recommended that the south facades of Units 12 and 13 be designed to be aesthetically pleasing when viewed from the street. Planning staff have no concerns with the requested rear yard setback reduction, however it is recommended that the property be deemed subject to Site Plan Control, so that exterior details of the development can be addressed prior to the issuance of a building permit.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- No comments/objections: Community Development & Enterprise Services, Fire Services, Municipal Heritage Committee, Accessibility Advisory Committee
- Please see attached comments from: Engineering, PUC Services, Sault Ste. Marie Region Conservation Authority, Public Works, Building Division

Correspondence from the Municipal Services Engineer notes the developer's Consultant should confirm that sanitary capacity is available for this development. Furthermore, stormwater management may be required and a grading and drainage plan must be completed prior to development. It is recommended that the property be deemed subject to Site Plan Control to ensure these matters are addressed prior to the issuance of a building permit.

PUC Services Inc. has no concerns or comments with regards to this proposal, however they encourage the developer to contact the PUC Engineering Department to discuss water and electrical servicing requirements.

Sault Ste. Marie Region Conservation Authority notes a relatively small portion of the southeast corner of the subject property is within their jurisdiction and as such, a permit from the SSMRCA may be required prior to development or site alterations.

Public Works notes that driveway access to Donna Drive and all culvert/ditch work shall be to the satisfaction of Public Works, and that culverts shall be accessible for maintenance either by the use of a manhole or direct access. The applicant is also reminded that the site will be serviced with private waste collection.

Building Division notes that a 'swing calculation' may be required if work is proposed within 6m of an existing electrical conductor.

Neighbourhood Meeting

On January 13, 2020 the applicant hosted a neighbourhood meeting at the Northern Community Centre. The meeting was attended by the applicant, his Lawyer and Consultant, Councillors Niro and Bruni, Planning Staff and approximately 15 neighbours. Mailing labels of all property owners within 120m (400') of the subject property were provided to the applicant to facilitate notice of the meeting.

The following concerns were raised at the meeting:

Traffic Impacts to Donna Drive

The biggest concern raised by neighbours relates to the proposed access onto Donna Drive. Neighbours indicate that Donna Drive is a quiet residential street with very little traffic. It is recognized that Donna Drive accommodates local traffic only and is not utilized as a thoroughfare. Neighbours feel that access would negatively impact the quiet nature and safety of the street. It was also noted by neighbours that the street is quite narrow with ditches on either side. Most neighbours strongly prefer access be from Second Line.

The applicant has indicated that in his opinion, access to Donna Drive as opposed to Second Line is important to the overall viability of this project. Mr. Ficociello noted his experiences related to the abutting condominium development to the east, where existing residents have communicated significant difficulties making a left turn onto Second Line.

It was also suggested that the development could have access from both Second Line and Donna Drive. This could reduce some traffic onto Donna Drive, while at the same time offering prospective tenants an alternate access point (Donna Drive) during peak traffic times. The applicant is of the opinion that this could create liability issues with motorists utilizing the private driveway as a shortcut between Second Line and Donna Drive.

The Manager of Transportation Engineering reviewed current Donna Drive traffic volumes and anticipated volumes originating from the proposed 22-unit development. A summary is attached and detailed data is available for review in the Planning File. Donna Drive currently accommodates an average of approximately 140 vehicles per day. The 85th percentile speed in both directions is about 35km/hr. Engineering estimates that each of the 22 proposed dwelling units would generate on average, up to 5 trips per day, totalling 110 additional vehicles onto Donna Drive, or up to 11 vehicles per hour between 7am and 10pm. Engineering staff indicate that a two-lane road with similar geometry to Donna Drive (Class B with roadside ditching) can accommodate much higher traffic volumes. Engineering staff are of the opinion that there is adequate capacity for Donna Drive to handle the additional traffic volumes and still operate at an acceptable level.

In discussion, Engineering has indicated no concerns with accessing the development from either Donna Drive, Second Line or both.

Donna Drive is a local residential street with very low traffic volumes and it is certainly recognized that existing residents would like to maintain these low volumes. Having said this, from a land use standpoint, the addition of approximately 11 vehicles per hour (between 7am-10pm) will have minimal impacts. The additional traffic is residential in nature consisting of passenger vehicles as opposed to commercial trucks. Therefore, Planning staff has no objection to the proposed Donna Drive access.

Sale of City Park

Some neighbours expressed concerns that the park was sold. It is worth noting that at the time of sale, there was no playground equipment or other amenities within Donna Park, however it did exist as a city owned park. As previously mentioned, Council declared the park surplus in an open Council meeting on May 21, 2019, Council passed By-law 2019-116 deeming the park surplus and authorizing the sale to the applicant.

Neighbour Comments

Up to the drafting of this report one letter of objection (attached) has been received. Mr. Shiels objects to the development due to proposed access onto Donna Drive, and is of the opinion that access should be from Second Line. As previously stated, Mr. Shiels notes that Donna Drive is a quiet, narrow street and Second Line should be utilized for access. As previously noted, Engineering staff have indicated that they do not have issues with either access. Planning staff is of the opinion that in this case residential access onto Donna Drive is appropriate given the size of the proposed development. Finally, the developer has stated that access to Second Line is not ideal and could in his opinion, create additional safety concerns.

Mr. Shiels also objects to heavy truck traffic utilizing Donna Drive during the construction of this project. The applicant has indicated that whenever possible, it is his preference to have construction vehicles access the site via Second Line. Having said this, during wet conditions construction vehicles may need to utilize Donna Drive.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

Summary

The proposed access onto Donna Drive is the main neighbourhood issue with this proposal. As previously mentioned, the Provincial Policy Statement (PPS) has made infill development and residential intensification a Provincial land use priority. Current Official Plan Policies, which must be consistent with the PPS, also encourage residential intensification and infill development. A by-product of infill development and residential intensification is a certain amount additional traffic, which may be unsettling for neighbours. In this particular case, Engineering staff have indicated that the anticipated traffic volumes generated by this development can be accommodated upon Donna Drive. Furthermore, it is Planning Staff's opinion that the anticipated traffic volumes will be residential in nature and will not present unreasonable impacts to the Donna Drive neighbourhood, in light of the aforementioned Provincial land use directions which encourage infill, residential intensification developments of this nature.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2020 02 24 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m.

Furthermore, that Council deems the property subject to site plan control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,

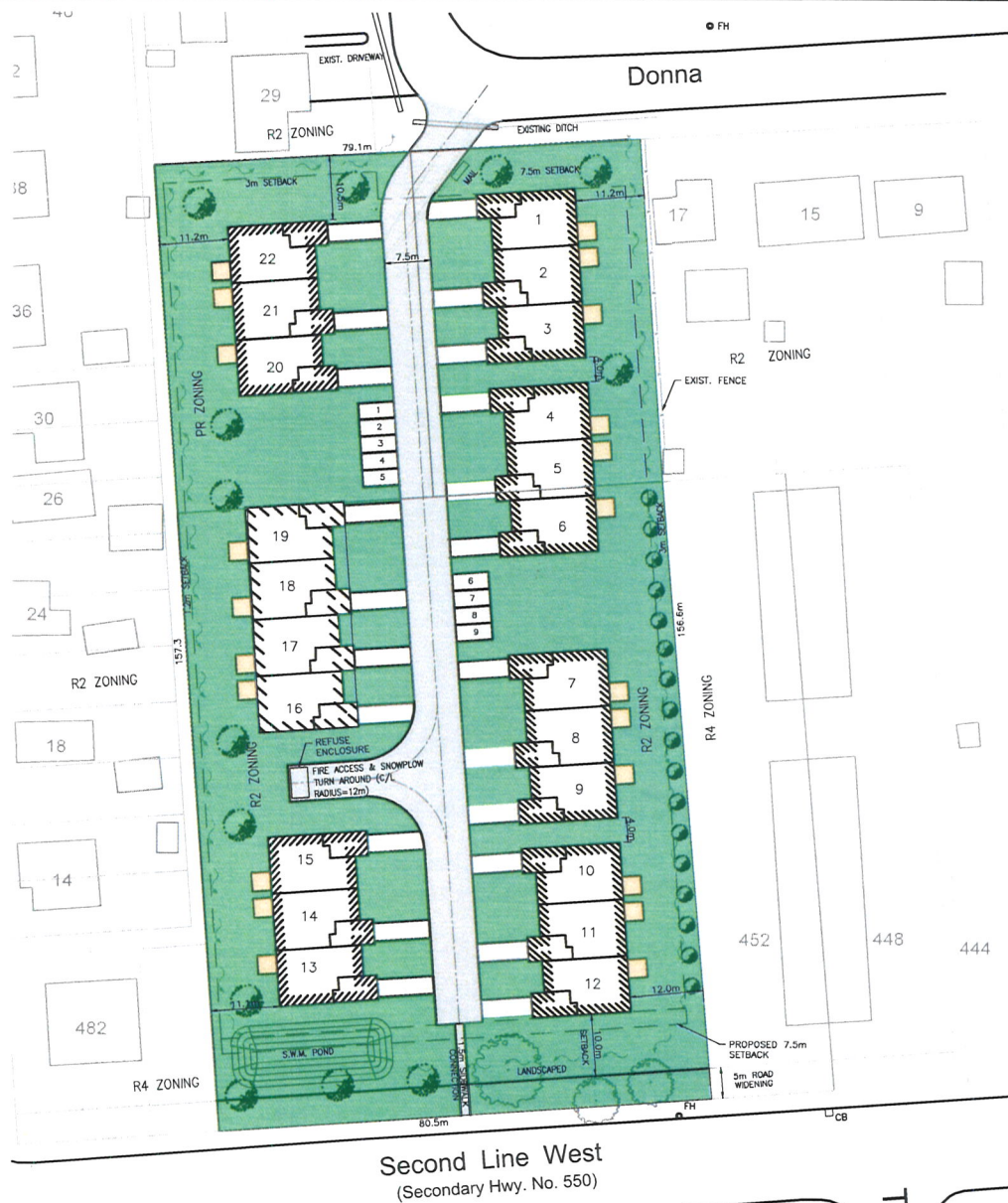
A handwritten signature in blue ink, appearing to read 'P. Tonazzo'.

Peter Tonazzo, RPP

Senior Planner

p.tonazzo@cityssm.on.ca

705.759.2780



SITE PLAN
SCALE : NTS

EXISTING ZONE

- PR PARKS AND RECREATION ZONE (NW PARCEL)
- R2 SINGLE DETACHED RESIDENTIAL

PROPOSED ZONE

- R3 MEDIUM DENSITY RESIDENTIAL

ABUTTING ZONE

- NORTH R2 SINGLE DETACHED RESIDENTIAL
- SOUTH R2 SINGLE DETACHED (SOUTH OF SECOND LINE)
- EAST R4 MEDIUM DENSITY RESIDENTIAL & R2 SINGLE DETACHED
- WEST R4 MEDIUM DENSITY RESIDENTIAL & R2 SINGLE DETACHED

BUILDING SETBACKS (RE-ZONED R3)

	REQUIRED	PROPOSED
• FRONT YARD (NORTH)	7.5m	7.5m
• INTERIOR SIDE YARD (WEST)	1.2m	11.1m
• INTERIOR SIDE YARD (EAST/NORTH)	3.0m	11.2m/10.5m
• REAR YARD (SOUTH)	10.0m	7.5m
• FRONTAGE (DONNA ST. PROPOSED)	20.0m	42.0m

AREA CALCULATIONS:

- TOTAL SITE AREA = 1.2115 Ha (2.99 Acres)
- BUILDING FOOTPRINT = 3243m² (34,907 ft²)
- LOT COVERAGE = 3243 / 12115 = 26.8% BLDG. COVERAGE
- LANDSCAPING = 0.6837 Ha = 56.4% LANDSCAPING
- ROAD & DRIVEWAYS = 0.2035 Ha (0.503 Acres)

PARKING

REQUIRED	PROPOSED
• 22 x 1.0 = 22 TOTAL SPACES	31 SPACES



ENGINEER'S SEAL:

DATE	REV.	REVISION	BY	APP'D

CLIENT:

1890714 ONTARIO INC.
1092 GREAT NORTHERN ROAD
SAULT STE. MARIE, ONTARIO

CONSULTANT:



PROJECT TITLE:

SITE DEVELOPMENT
468 SECOND LINE
SAULT STE. MARIE
ONTARIO

DRAWING TITLE:

CONCEPTUAL
SITE PLAN

DAM	JML	JML	JML
DRAWN	DESIGNED	CHECKED	APPROVED

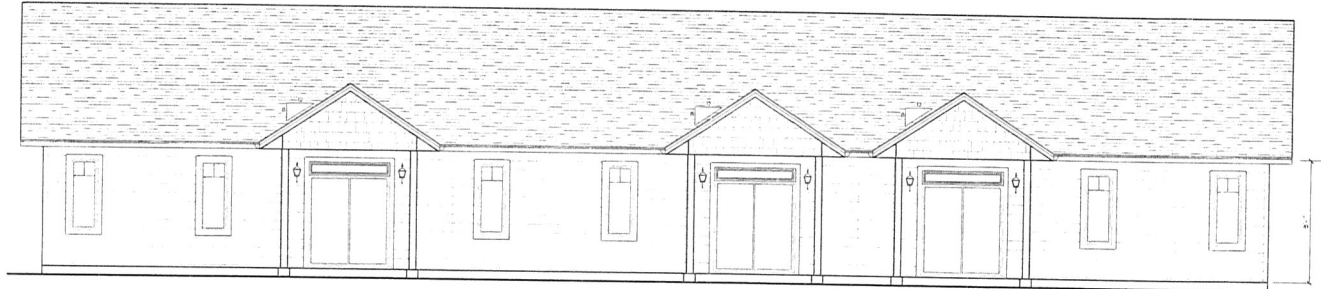
NTS **JAN 8, 2020**

SCALE DATE

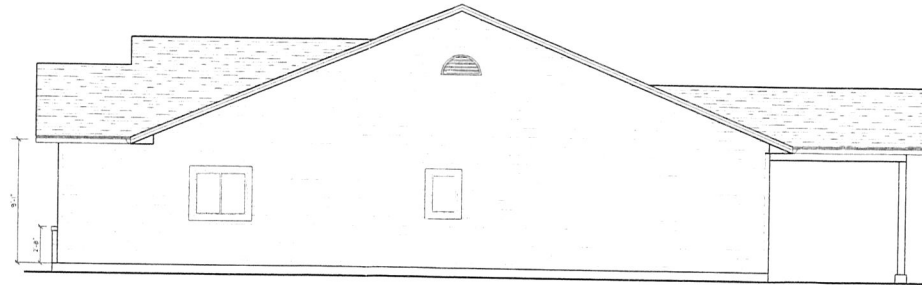
19-1847	0	C1
PROJECT No.	REVISION	DRAWING



FRONT ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION

Peter Tonazzo

From: Carl Rumiel
Sent: Friday, January 31, 2020 2:40 PM
To: Maggie McAuley
Cc: Peter Tonazzo; 'steve@ficmarbuilders.com'
Subject: FW: Donna Drive - Traffic Comments
Attachments: DonnaDr_W_Prentice_EB_SpeedReport2020.pdf;
DonnaDr_W_Prentice_WB_SpeedReport2020.pdf;
DonnaDr_W_Prentice_BD_VolumeReport2020.pdf

Hi Maggie:

Attached is the traffic data for Donna Drive. The 85th percentile speed in both directions is approximately 35 km/h and there were 825 vehicles over a 6 day period. So the volume is approximately 140 veh/day. Generally, a two-lane road can accommodate peak hour and daily traffic volumes much higher than this as we have several roads with similar geometry as Donna Drive that experience in excess of 5000 veh/day and operate at an acceptable level of service. The proposed development is for a 22 unit development and an estimate of 5 trips per day per unit on average is reasonable to estimate future traffic. This would result in an additional 100veh/day.

There is adequate capacity for Donna Drive to handle the additional traffic volumes and still operate at an acceptable level of service.

Carl Rumiel, P.Eng.

Manager, Design & Transportation Engineering
Public Works and Engineering Services
705.759.5379 c.rumiel@cityssm.on.ca

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca





2020 02 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-1-20-Z
25 Donna Drive
1890714 Ontario Inc.

The Engineering Division has reviewed the above noted application and provides the following:

- Developer's Engineering should confirm that sanitary capacity is available for this development.
- Stormwater management may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

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



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

January 31, 2020

Donald B. McConnell, MCIP, RPP
The Corporation of The
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Email: Stephanie Perri s.perri@cityssm.on.ca

Dear Sir:

Re: Application No. A-1-20-Z
25 Donna Drive

PUC Services has no concerns or comments with respect to the above noted rezoning application.

We do however, take the opportunity to encourage the developer to contact our Engineering Department early in the development and planning stages regarding electrical or water servicing requirements.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to be 'Rob Harten', written over a horizontal line.

Rob Harten, P. Eng.
Manager of Engineering

RH*km

A-1-20-Z Donna Drive [25] Response.docx

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Tuesday, January 28, 2020 10:30 AM
To: Stephanie Perri
Subject: SSMRCA Response - A-1-20-Z - 25 Donna Drive

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

January 28, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-1-20-Z
1890714 Ontario Inc.
25 Donna Drive
Sault Ste. Marie

The subject property is not located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The extent of the regulated area on this property is in the southeast corner.

SSMRCA has no objection to this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



Public Works & Engineering Services

February 10, 2020
Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-1-20-Z**
 Request for an amendment to the Zoning By-law

Applicant: **1890714 Ontario Ltd. (c/o Steve Ficociello)**

Subject Property: **25 Donna Drive & 468 Second Line West**

Please accept this response to your request dated January 27, 2020.

Staff from Public Works has reviewed the application noted above and supports this development. The following comments are provided:

- Driveway access off of Donna Drive and all ditching / culvert work shall be to the satisfaction of Public Works;
- Culverts shall be accessible for maintenance either by the use of a manhole or direct access; and
- The site shall be serviced with private waste collection.

If you have any further questions, please contact me at 759-5207.

Yours very truly,

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: Maggie McAuley, P. Eng.
 Freddie Pozzebon, CBO

\\citydata\PWT\Administration\DivHead\Planning Reports & Correspondence\Rezoning & OP Amend\Donna Drive - 25 & 468 Second Line.docx

APPLICATION NO. A-1-20-Z

BUILDING DIVISION COMMENTS

ADDRESS: 25 DONNA DRIVE

SUBJECT: 22 UNIT SINGLE STOREY MULTIPLE ATTACHED (TOWNHOUSES)

Date: 2020-02-05

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R2 - Single Detached Residential Zone & PR - Parks and Recreation Zone
- Site is not regulated by Development Control.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed Multiple Attached Townhouse Units

R3 Building Requirements

- Frontage – Minimum required 20 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling - 1 space per dwelling unit required, 6% of total required parking spaces shall be barrier free.

Comment

- The Building Division has no objections with the proposed rezoning, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any proposed construction takes place within 6 meters horizontally from the above grade power lines.

Peter Tonazzo

Subject:

FW: Donna Drive Development

----- Forwarded message -----

From: rob shiels <rshiels38@gmail.com>

Date: Tue, Jan 14, 2020 at 10:54 AM

Subject: RE: Donna Drive Development

To: <m.bruni@cityssm.ca>, Rick Niro <r.niro@cityssm.on.ca>, <p.tonazzo@cityssm.on.ca>

Good day gentlemen. I would first like to thank each of you for your attention last evening at Developer's meeting regarding the Donna Drive Development.

After viewing the developer's plan and discussing with area neighbors, I feel that I cannot accept the proposal as presented by the developer specifically related to the access that is being proposed off of Donna Drive.

If the development had the access point from Second Line, then I don't think there would be an issue. However, to impact a neighborhood with increased traffic volume when it is unnecessary to do so does not make sense to me and shows a total disregard for the abutting neighborhood and the residents that live there.

Upon completion, there is a potential of between 22 and 44 vehicles that could be using Donna Drive on a daily basis which would significantly increase the traffic volume on a very small street. This as opposed to adding this same number of vehicles to a main thoroughfare if Second Line was the entry/exit point which would be of minimal and much lesser impact in the big scheme of things.

Along Second Line from People's Road through to Allen's Side Road there are hundreds of buildings (businesses, private homes, apartment complexes) that enter and exit from Second Line without disrupting adjacent neighborhoods.

Donna Drive is a street that is in need of repair without adding heavy construction equipment traffic to it during the construction phase. Donna Drive is a narrow street and currently problems are encountered in the winter months due to roadway clearances. Adding to this problem does not make sense and will create many safety issues and concerns. Additional traffic volumes after completion will do nothing but make matters worse.

The developer stated that the feedback from real estate agents regarding his existing holding in the same area was that people did not like the fact that they had to make the left turn onto Second Line from the existing complex.

Well, this could be said about any main artery in Sault Ste. Marie. Example...McNabb Street, Great Northern Road, Wellington Street East, Trunk Road, etc.....including the rest of Second Line. That does not justify negatively impacting a quiet residential neighborhood.

When I asked the developer if he was at all flexible on this issue he simply stated that he was not. This is not an attitude that I would expect from someone who is proposing something that will

disrupt people's lives. In addition, when another resident asked the developer what he would do if this proposal was not allowed, he stated that he would probably just sell the property and maybe someone would build a high-rise there instead. Again, not a favourable attitude and it also sounded as somewhat of a threat. The developer did not present himself in a very positive light with his remarks.

Please keep me informed about any upcoming meetings, etc. or when this issue might get put on Council's Agenda. I very much think that there will be contingent from the neighbourhood when this matter reaches council for approval or denial.

Thanks,
Rob Shiels
38 Donna Drive
(705) 946-0022

Subject Property



Document Path: B:\Applications (2017 - Present)\Rezoning\2020\A-1-20-Z_25 Donna Drive (E:\man\GIS and Maps\A-1-20-Z_AerialMap_Jan2020_8x11_V1.mxd

Application Map Series
☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information
 Civic Address: 25 Donna Drive
 Roll No.: 060012001000000
 Map No.: 79/1-89
 Application No.: A-1-20-Z
 Date Created: January 20, 2020

Legal Department Reference

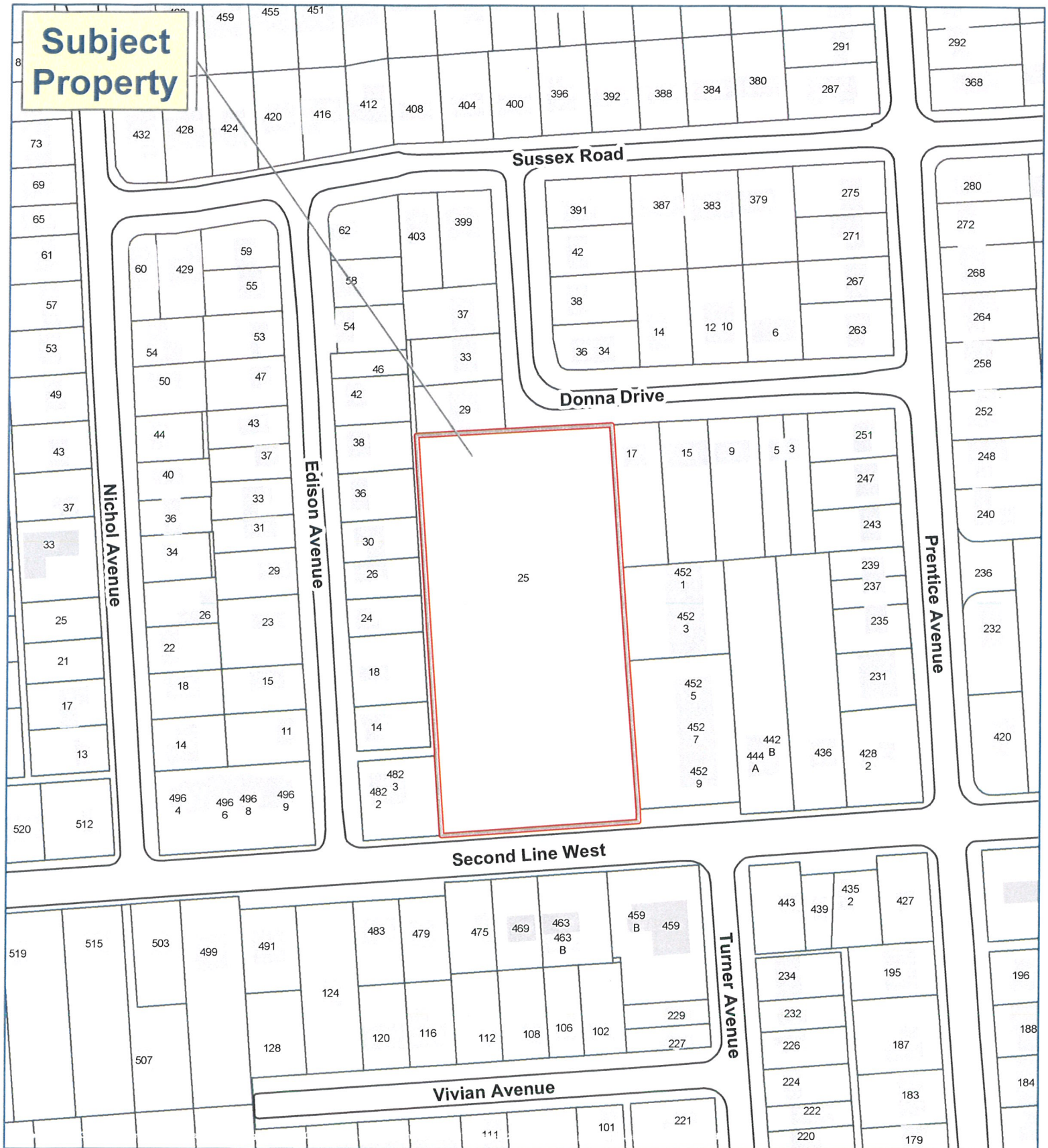
Legend
 Subject Property - 25 Donna Drive
 Parcel Fabric

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: 2016 20cm Colour
 Projection Details
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 10 20 40 Meters
 1:2,000

**Subject
Property**



Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 25 Donna Drive
 Roll No.: 060012001000000
 Map No.: 79/1-89
 Application No.: A-1-20-Z
 Date Created: January 20, 2020

Legal Department Reference

Legend

- Subject Property - 25 Donna Drive
 Parcel Fabric

Page 144 of 332



**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

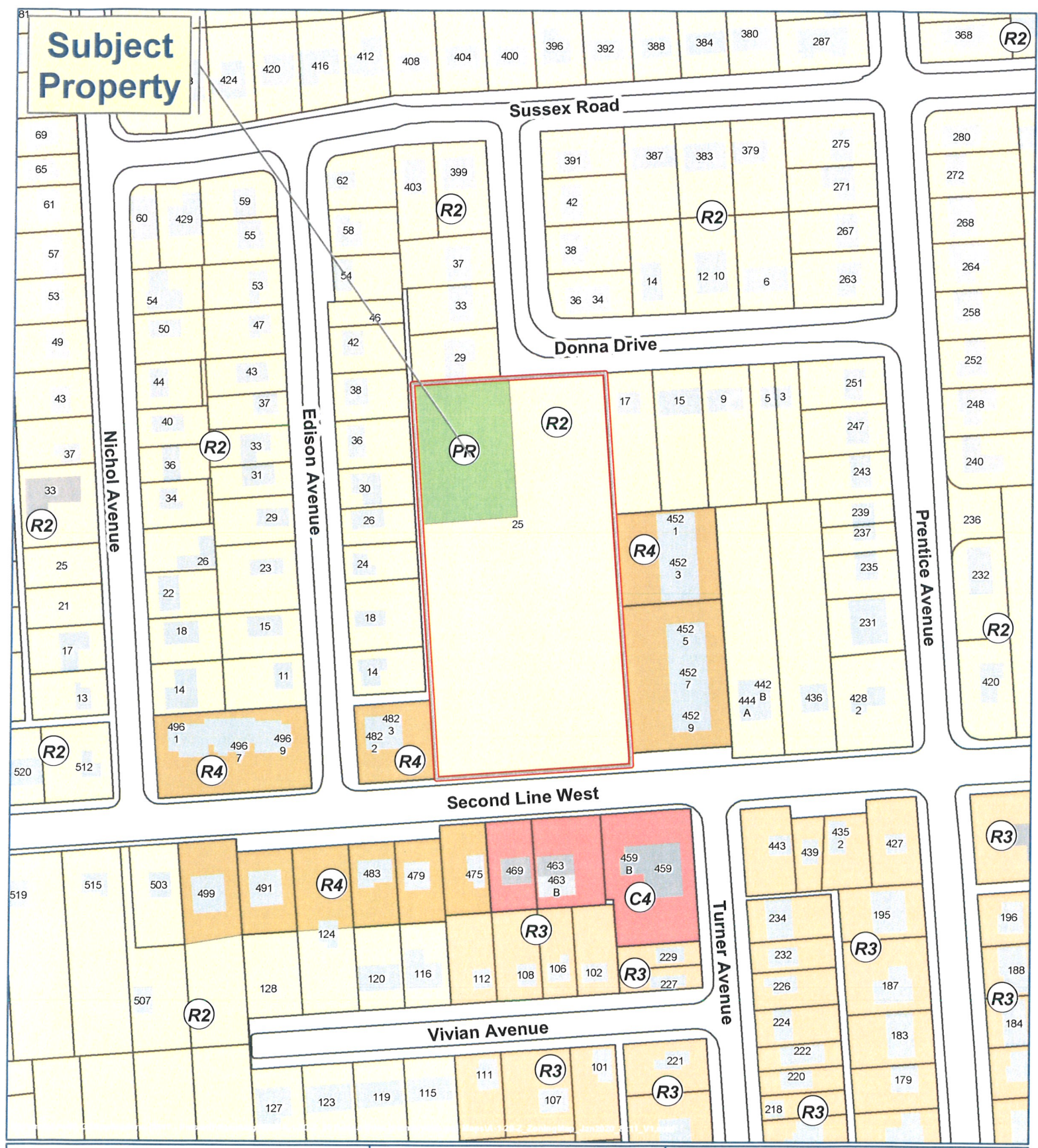
This map is for general reference only
 Orthophoto: None
 Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

0 10 20 40 Meters
 1:2,000



Subject Property



Application Map Series

- ☐ Subject Property
 ☐ Official Plan Landuse
 ☒ Existing Zoning
 ☐ Aerial Image
 ☐ Official Plan Amendment

Property Information

Civic Address: 25 Donna Drive
 Roll No.: 060012001000000
 Map No.: 79/1-89
 Application No.: A-1-20-Z
 Date Created: January 20, 2020

Legend

- | | |
|---|---------------------------------------|
| 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 | REK - 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

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 10 20 40 Meters
1:2,000



25 DONNA DR.
APPLICATION NO: A-1-20-Z

This signed petition from the residences on Donna Drive deals with the new development of a multi-dwelling complex on former public school property facing Second Line and backing onto Donna Drive.

We appreciate and approve construction of these Condo Rentals but have signed this petition indicating we

DO NOT WANT TRAFFIC entering / exiting onto Donna Drive.

- 1) Safely exiting onto Second Line was a concern raised at the Developer’s neighborhood meeting but does not justify the changes to traffic increase which would more than double onto Donna Drive.
- 2) Most if not all current residential and commercial buildings on Second Line access Second Line therefore safety can’t be a reasonable cause.
- 3) It must be noted that the former school on this property used Second line only for enter/exit purposes....safety was not a big concern
- 4) Currently numerous children walk on Donna Drive to and from Our Lady of Lourdes School.
- 5) Road Classification on Donna Drive and changes required due to large traffic increase?

NAME	ADDRESS	
Rob Sartoretto	29 Donna Dr	Feb 20/20
Joseph Mancuso	33 Donna Dr	20/20/20
Adam Bernardo	37 Donna Dr.	20/20/20
Frank Sacchetta	396 Sussex Rd.	"
Randy Porter	400 Sussex Rd.	"
Eddy Ferras	391 Sussex Rd.	"
Rita Palumbo	42 Donna Dr	"
Cheryl Shields	38 Donna Dr	"
Rob Shields	38 Donna Dr.	Feb 20/20
Robby Calvano	36 Donna Dr	Feb 20/20
Tara Calvano	36 Donna Dr.	Feb 20/20
Robbie Lepore	32 Donna Dr	Feb 20/20
Fernando Paradiso	34 Donna Dr.	Feb 20/20
Mary Paradiso	34 Donna Dr.	Feb. 20/20
John Edwards	17 Donna Dr	Feb 20/20
Lydia Cuglietta	15 Donna Dr.	Feb 20/20
Kim Whitnell	9 Donna Dr.	Feb 20/20
Kelly Leith	6 Donna Dr	Feb 20/20
Frank Bruni	5 Donna Dr	Feb 20/20

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-57

PROPERTY ACQUISITION: (PR1.130) A by-law to authorize the acquisition of a portion of property located at civic 440 River Road, being Part 14 1R7949 (1890628 Ontario Inc./Ronald Boyer).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

TJ\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2020\2020-57.docx

SCHEDULE "A"

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	1890628 Ontario Inc. (or as otherwise directed)
ADDRESS:	Part 440 River Road
LEGAL DESCRIPTION:	PART PIN 31486-0143 (LT) PT LT 62 RCP H708 RANKIN LOCATION; being Part 14 1R7949; SAULT STE. MARIE
CONSIDERATION:	One (\$1.00) Dollar (subject to usual adjustments)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-58

PROPERTY SALE: (PR1.131) A by-law to declare the City owned property legally described as PT PIN 31486-0141 (LT) PT LT 69 RCP H714 RANKIN LOCATION; BEING PART 18 1R7949; AS IN T416356; SAULT STE. MARIE being property abutting 440 River Road as surplus to the City's needs and to authorize the disposition of the said property to 1890628 Ontario Inc. (Ronald Boyer) or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to 1890628 Ontario Inc. or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2020.

MAYOR – CHRISTIAN PROVENZANO

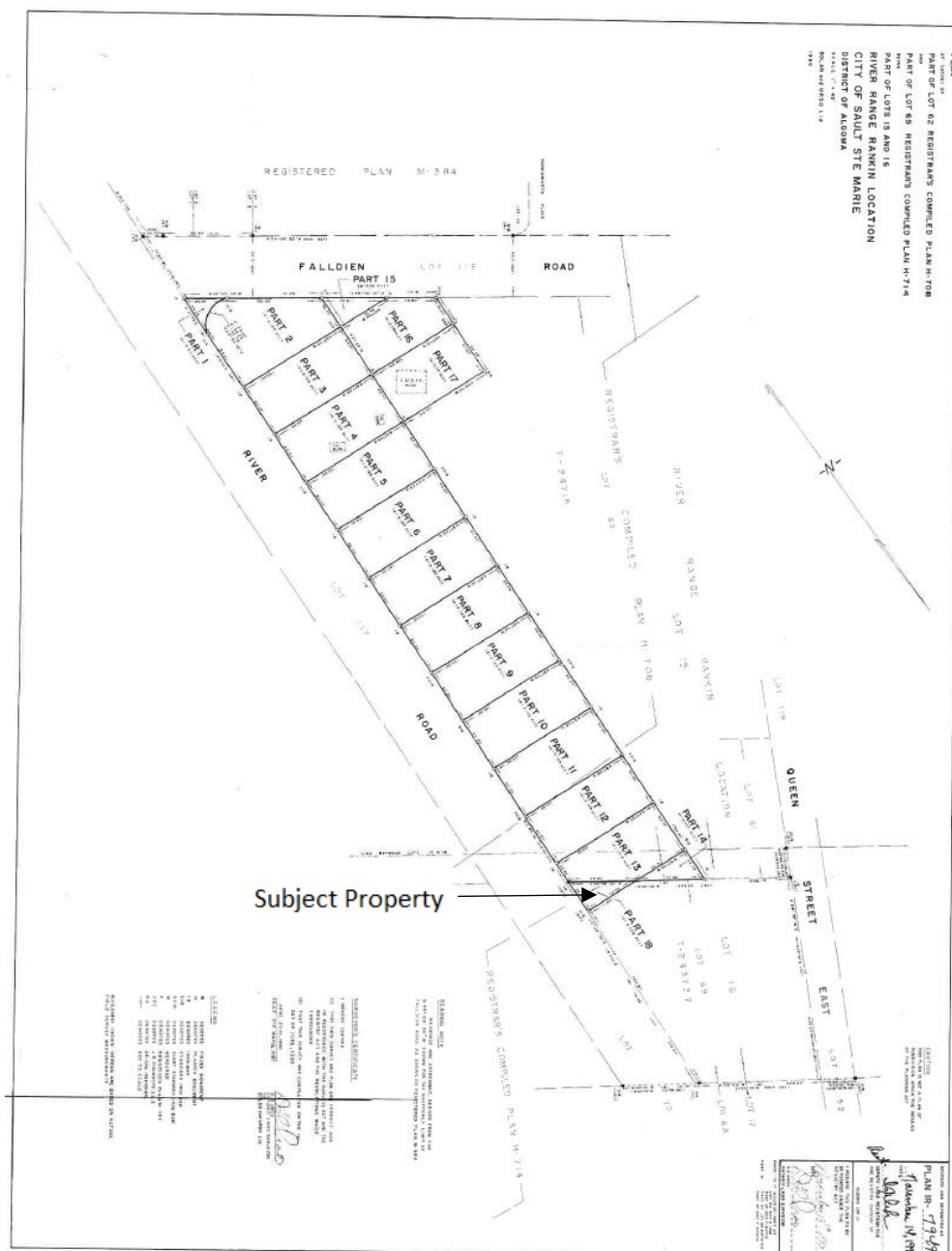
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-58

PURCHASER: 1890628 Ontario Inc.

LEGAL DESCRIPTION: Part PIN: 31486-0141 (LT)
PT LT 69 RCP H714 RANKIN LOCATION; BEING PART 18 1R7949; AS IN
T416356; SAULT STE. MARIE

CONSIDERATION: ONE (\$1.00) DOLLAR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-59

AGREEMENT: (H1.2) A by-law to authorize the execution of the Agreement between the City and Local No. 67 Canadian Union of Public Employees – Civic Centre for the term commencing February 1, 2019 to January 31, 2023.

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 February 1, 2019 between the City and Local No. 67 Canadian Union of Public Employees – Civic Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2019 to January 31, 2023.

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 24th day of February 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

**LOCAL NO. 67
CANADIAN UNION OF PUBLIC EMPLOYEES - CIVIC CENTRE**



February 1, 2019 to January 31, 2023

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Scope	1
3	Union Security	2
4	Negotiating Committee	3
5	Bulletin Boards	5
6	Management Rights	5
7	Discrimination	5
8	Grievance Procedure	6
9	Arbitration	8
10	No Strikes or Lockouts	8
11	Seniority	9
12	Job Postings	11
13	Transfer to Temporary Position Outside Bargaining Unit	12
14	Leave of Absence	13
15	Regular Hours of Work & Working Conditions	17
16	Vacations with Pay	17
17	Paid Holidays	19
18	Welfare Plan	20
19	Sick Leave	23
20	Pensions	25
21	Safety Provisions	25
22	Car Allowance	26
23	Wages	26
	23:02 - Standard Wage Scale	27
	23:06 – Progressional Rates	29
	23:14 - Temporary Transfer	35
	23:15 - Temporary Transfer Opportunities	35
24	Status Change Process	36
25	Contracting Out	38
26	General	38
27	Term of Agreement	38
	Appendix A	40
	Appendix B	45
	Appendix C	46

Appendix “C”
Letters of Understanding

#1	WSIB Top Up	47
#2	Seniority & Layoffs.....	48
#3	Accommodations	49
#4	Job Evaluation System Review.....	51

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

FEBRUARY 2019

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL NO. 67, CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "A".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the City will submit to the Union a summary of the job

functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one days of receiving the summary of the job functions and responsibilities.

- 2:03 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.

3:00 UNION SECURITY

- 3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding, the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.
- 3:02 The City shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.
- 3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home

addresses and home phone numbers of all employees from whose wages the deductions have been made.

3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

3:05 NEW EMPLOYEES

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 City and the Union agree to the following terms and conditions:

- 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 scheduled 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 (2) 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.

5:00 BULLETIN BOARDS

- 5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.

6:00 MANAGEMENT RIGHTS

- 6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the City.
- 6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 DISCRIMINATION

- 7:01 The City, the Union and their agents agree not to discriminate against any employees because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.
- 7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City

by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

- 7:03 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 Department Head.

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

8:00 GRIEVANCE PROCEDURE

- 8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

- STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Supervisor/Manager. The Supervisor/Manager shall render a decision within five (5) working days of the hearing.

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

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within five (5) working days of the hearing.

8:02 POLICY GRIEVANCE

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

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

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.

8:05 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 the Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) 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.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

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

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

- 11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work.
- 11:02 However it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:
(1) Qualifications to perform the work
(2) Seniority
Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.
- 11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.
- 11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:
- (1) the employee voluntarily quits his employment;
 - (2) the employee is discharged for proper cause;
 - (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.
 - (4) the employee is absent from work for five (5) working days without permission or just cause.
 - (5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:

- (i) during the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00
- (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.

(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

- (i) during the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 18:00;
- (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.

- (6) an employee with less than five (5) years' service is absent from work for a period in excess of twelve (12) calendar months due to a layoff;
 an employee with more than five (5) years' service is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of thirty (30) days in January of each year.

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.

- 11:07 (a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.
- 11:07 (b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:
- a) accrue seniority
 - b) have access to the grievance procedure
 - c) be provided with any benefits other than as required by law.
- 11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

12:00 JOB POSTINGS

- 12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

- 12:02 The City agrees to forward to the Recording Secretary of the Union, copies of all job postings.

- 12:03 All job postings will contain:

- 1. Job Class
- 2. Salary Range

Any vacancy not filled within three (3) months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

- 12:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.
- 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) months. Employees shall have the right to only one (1) lateral transfer 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.

13:00 TRANSFER TO TEMPORARY POSITION OUTSIDE BARGAINING UNIT

- 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) month 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.

14:00 LEAVE OF ABSENCE

14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

14:02 BEREAVEMENT

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 up to a maximum of four (4) working days for 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. If the funeral is more than four hundred kilometres (400 km) from Sault Ste. Marie, the five (5) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, 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 day 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.

“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”).

14:03 TRAINING

An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.

14:04 UNION BUSINESS

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14: 05 PAID APPROVED UNION LEAVE

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

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

The 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 (1) hour at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to 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 the Accounting Division with a copy to the Human Resources Department.

14:06 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 contributions are the responsibility of the Union.

14:07 PREGNANCY/PARENTAL

Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:08 JURY DUTY

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14:09 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 his/her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

14:10 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.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

- 15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty- five (35) hours per week.
- 15:02 The City agrees to pay employees on standby one (1) hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.
- 15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.
- 15:04 (a) All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.
- (b) Effective commencing February 1, 2015, employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of seventy (70) lieu time hours at any given time. Requests for lieu time off will continue to be considered pursuant to the provisions of 15:04(a).
- 15:05 The Corporation shall pay a meal allowance of \$12.50 (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) and increase to \$12.75 effective Feb. 1, 2016, \$13.00 effective Feb. 1, 2017 and \$13.25 effective Feb. 1, 2018 for an employee required to work ten (10) hours or more and an additional meal allowance for every five (5) hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

- 16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.

Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

16:02

- (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.
- (ii) All employees who have completed who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
- (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed three (3) weeks annual vacation at their regular rate of pay.

16:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.

16:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.

16:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty five (25) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.

- (b) All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed six (6) weeks plus one (1) days.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed six (6) weeks plus one (2) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed six (6) weeks plus one (3) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed six (6) weeks plus one (4) days.

- 16:07 All employees who have completed twenty nine (29) calendar years of service and are in their thirtieth (30th) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16:08 An employee may accumulate annual vacation over a two year period, with Department Head and Chief Administrative Officer approval.
- 16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before March 1st of that year.
- 16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16:11 Applications for vacations during the year must be submitted in writing to the head of the Department before November 15th of the year preceding the vacation request with approval on or before December 1st each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 PAID HOLIDAYS

- 17:01 The following holidays shall be recognized as time off with pay for all regular 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 shall be considered as the paid holiday for the purposes of this agreement.

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) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does 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 provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

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
 - Vision Care amount effective February 1, 2020: \$450.00 / 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 \$1,100 per calendar year for any combination of the following services:

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

- Maximum of \$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.)

Vision Care - \$125 (effective 1st of the month following ratification) per 24 months

18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid 100% by the City. Per the Insurer, life insurance coverage will convert to \$10,000 on

the day the employee attains age 65 and will terminate on the date the employee attains age 70.

- 18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment. Per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.
- 18:04 All employees upon retirement may convert to \$10,000 Group Life Insurance up to age 70, 100% of the cost to be paid by the employee.
- 18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City. This plan to cover full time employees only with a three (3) month waiting period for new employees.
The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:
- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
 - (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
 - (c) An active employee attains age 65.
- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverage shall be in accordance with the terms and conditions of:
Great West Life Assurance Co. Policy 320925 (Life Insurance)
Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.

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.

- 18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

19:00 SICK LEAVE

- 19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.
- 19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.
- 19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

- 19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.
- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.

The City shall pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective February 1, 2015, increase reimbursement of a City requested medical form up to fifty dollars (\$50).

- 19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.
- 19:09 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.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

20:00 PENSIONS

- 20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.
- 20:02 The Corporation shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

21:00 SAFETY PROVISIONS

- 21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The City will make all reasonable provision for the safety and protection of the health of the employees.
- 21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of two hundred (\$200.00) dollars 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 above, the first of the month following the completion of probation. The balance will be paid on June 30th.

For inside office (PWT Support Staff) workers will be eligible for a one (1) time allowance for the life of the agreement of one hundred eighty (\$180.00) dollars.

Where an employee is required to wear safety footwear on an occasional basis, the annual allowance for safety footwear will be granted on an "as needed basis." The boot allowance will be paid by June 30th each year.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1)

voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of a Department Head an employee may be permitted to use their own car for travel in the performance of employer's work for the City. Employees shall provide daily readings of mileage traveled on behalf of the City.

22:02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometers traveled on City business.

22:03 When the said voucher is approved, the City will pay to the employee a car allowance of fifty three (\$.53) cents for each kilometer traveled on City business. The City agrees that where possible payment for mileage will be made by the 12th of the month.

It is agreed and understood that the Car Allowance shall not increase if it would result in exceeding the Canada Revenue Agency amount that would result in a taxable benefit.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage coverage while in use on City business.

23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

23:02 STANDARD WAGE SCALE

Effective on February 1st, 2019 and continuing until January 31, 2023, the Standard Wage Scale shall be as follows:

February 1, 2019

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,242	\$21.38	9	\$4,949	\$32.63
1	\$3,412	\$22.50	10	\$5,122	\$33.77
2	\$3,578	\$23.59	11	\$5,294	\$34.91
3	\$3,743	\$24.68	12	\$5,479	\$36.13
4	\$3,916	\$25.82	13	\$5,660	\$37.32
5	\$4,080	\$26.90	14	\$5,860	\$38.64
6	\$4,250	\$28.02	15	\$6,062	\$39.97
7	\$4,416	\$29.12	16	\$6,265	\$41.31
8	\$4,770	\$31.45	17	\$6,479	\$42.72

February 1, 2020

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,294	\$21.72	9	\$5,028	\$33.15
1	\$3,467	\$22.86	10	\$5,203	\$34.31
2	\$3,635	\$23.97	11	\$5,379	\$35.47
3	\$3,802	\$25.07	12	\$5,567	\$36.71
4	\$3,978	\$26.23	13	\$5,751	\$37.92
5	\$4,145	\$27.33	14	\$5,954	\$39.26
6	\$4,318	\$28.47	15	\$6,159	\$40.61
7	\$4,488	\$29.59	16	\$6,365	\$41.97
8	\$4,846	\$31.95	17	\$6,582	\$43.40

February 1, 2021

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,347	\$22.07	9	\$5,108	\$33.68
1	\$3,523	\$23.23	10	\$5,287	\$34.86
2	\$3,693	\$24.35	11	\$5,466	\$36.04
3	\$3,863	\$25.47	12	\$5,657	\$37.30
4	\$4,042	\$26.65	13	\$5,843	\$38.53
5	\$4,212	\$27.77	14	\$6,050	\$39.89
6	\$4,388	\$28.93	15	\$6,257	\$41.26
7	\$4,559	\$30.06	16	\$6,467	\$42.64
8	\$4,923	\$32.46	17	\$6,687	\$44.09

February 1, 2022

Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate	Job Class	Standard Monthly Wage Rate	Standard Hourly Wage Rate
Base	\$3,405	\$22.45	9	\$5,194	\$34.25
1	\$3,582	\$23.62	10	\$5,376	\$35.45
2	\$3,755	\$24.76	11	\$5,558	\$36.65
3	\$3,928	\$25.90	12	\$5,752	\$37.93
4	\$4,110	\$27.10	13	\$5,944	\$39.19
5	\$4,283	\$28.24	14	\$6,153	\$40.57
6	\$4,462	\$29.42	15	\$6,364	\$41.96
7	\$4,636	\$30.57	16	\$6,576	\$43.36
8	\$5,006	\$33.01	17	\$6,800	\$44.84

23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.

23:04 In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

- (a) An intermediate rate at a level one job class increment below the standard rate;
- (b) A starting rate at a level two job class increments below the standard rate, and

- (c) A training rate at a level three job class increments below the standard rate.

23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:

- (a) Job Class 1: One period of one year at an intermediate rate;
- (b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and
(2) the second at an intermediate rate.
- (c) Job Class 5 and higher: Three periods of one year;
(1) the first at a training rate; and
(2) the second at a starting rate; and
(3) the third at an intermediate rate.

23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2019 and continuing until January 31st, 2023 the Schedule of Progressional Rates shall be as follows:

FEBRUARY 1, 2019 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3242	21.38	
1					3242	21.38	3412	22.50	One 1 year
2			3242	21.38	3412	22.50	3578	23.59	Two 1 year
3			3412	22.50	3578	23.59	3743	24.68	Two 1 year
4			3578	23.59	3743	24.68	3916	25.82	Two 1 year
5	3578	23.59	3743	24.68	3916	25.82	4080	26.90	Two 1 year
6	3743	24.68	3916	25.82	4080	26.90	4250	28.02	Three 1 year
7	3916	25.82	4080	26.90	4250	28.02	4416	29.12	Three 1 year
8	4250	28.02	4416	29.12	4597	30.31	4770	31.45	Three 1 year
9	4416	29.12	4597	30.31	4770	31.45	4949	32.63	Three 1 year
10	4597	30.31	4770	31.45	4949	32.63	5122	33.77	Three 1 year
11	4770	31.45	4949	32.63	5122	33.77	5294	34.91	Three 1 year
12	4949	32.63	5122	33.77	5294	34.91	5479	36.13	Three 1 year
13	5122	33.77	5294	34.91	5479	36.13	5660	37.32	Three 1 year
14	5294	34.91	5479	36.13	5660	37.32	5860	38.64	Three 1 year
15	5479	36.13	5660	37.32	5860	38.64	6062	39.97	Three 1 year
16	5660	37.32	5860	38.64	6062	39.97	6265	41.31	Three 1 year
17	5860	38.64	6062	39.97	6265	41.31	6479	42.72	Three 1 year

FEBRUARY 1, 2020 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3294	21.72	
1					3294	21.72	3467	22.86	One 1 year
2			3294	21.72	3467	22.86	3635	23.97	Two 1 year
3			3467	22.86	3635	23.97	3802	25.07	Two 1 year
4			3635	23.97	3802	25.07	3978	26.23	Two 1 year
5	3635	23.97	3802	25.07	3978	26.23	4145	27.33	Two 1 year
6	3802	25.07	3978	26.23	4145	27.33	4318	28.47	Three 1 year
7	3978	26.23	4145	27.33	4318	28.47	4488	29.59	Three 1 year
8	4318	28.47	4488	29.59	4670	30.79	4846	31.95	Three 1 year
9	4488	29.59	4670	30.79	4846	31.95	5028	33.15	Three 1 year
10	4670	30.79	4846	31.95	5028	33.15	5203	34.31	Three 1 year
11	4846	31.95	5028	33.15	5203	34.31	5379	35.47	Three 1 year
12	5028	33.15	5203	34.31	5379	35.47	5567	36.71	Three 1 year
13	5203	34.31	5379	35.47	5567	36.71	5751	37.92	Three 1 year
14	5379	35.47	5567	36.71	5751	37.92	5954	39.26	Three 1 year
15	5567	36.71	5751	37.92	5954	39.26	6159	40.61	Three 1 year
16	5751	37.92	5954	39.26	6159	40.61	6365	41.97	Three 1 year
17	5954	39.26	6159	40.61	6365	41.97	6582	43.40	Three 1 year

FEBRUARY 1, 2021 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3347	22.07	
1					3347	22.07	3523	23.23	One 1 year
2			3347	22.07	3523	23.23	3693	24.35	Two 1 year
3			3523	23.23	3693	24.35	3863	25.47	Two 1 year
4			3693	24.35	3863	25.47	4042	26.65	Two 1 year
5	3693	24.35	3863	25.47	4042	26.65	4212	27.77	Two 1 year
6	3863	25.47	4042	26.65	4212	27.77	4388	28.93	Three 1 year
7	4042	26.65	4212	27.77	4388	28.93	4559	30.06	Three 1 year
8	4388	28.93	4559	30.06	4744	31.28	4923	32.46	Three 1 year
9	4559	30.06	4744	31.28	4923	32.46	5108	33.68	Three 1 year
10	4744	31.28	4923	32.46	5108	33.68	5287	34.86	Three 1 year
11	4923	32.46	5108	33.68	5287	34.86	5466	36.04	Three 1 year
12	5108	33.68	5287	34.86	5466	36.04	5657	37.30	Three 1 year
13	5287	34.86	5466	36.04	5657	37.30	5843	38.53	Three 1 year
14	5466	36.04	5657	37.30	5843	38.53	6050	39.89	Three 1 year
15	5657	37.30	5843	38.53	6050	39.89	6257	41.26	Three 1 year
16	5843	38.53	6050	39.89	6257	41.26	6467	42.64	Three 1 year
17	6050	39.89	6257	41.26	6467	42.64	6687	44.09	Three 1 year

FEBRUARY 1, 2022 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3405	22.45	
1					3405	22.45	3582	23.62	One 1 year
2			3405	22.45	3582	23.62	3755	24.76	Two 1 year
3			3582	23.62	3755	24.76	3928	25.90	Two 1 year
4			3755	24.76	3928	25.90	4110	27.10	Two 1 year
5	3755	24.76	3928	25.90	4110	27.10	4283	28.24	Two 1 year
6	3928	25.90	4110	27.10	4283	28.24	4462	29.42	Three 1 year
7	4110	27.10	4283	28.24	4462	29.42	4636	30.57	Three 1 year
8	4462	29.42	4636	30.57	4824	31.81	5006	33.01	Three 1 year
9	4636	30.57	4824	31.81	5006	33.01	5194	34.25	Three 1 year
10	4824	31.81	5006	33.01	5194	34.25	5376	35.45	Three 1 year
11	5006	33.01	5194	34.25	5376	35.45	5558	36.65	Three 1 year
12	5194	34.25	5376	35.45	5558	36.65	5752	37.93	Three 1 year
13	5376	35.45	5558	36.65	5752	37.93	5944	39.19	Three 1 year
14	5558	36.65	5752	37.93	5944	39.19	6153	40.57	Three 1 year
15	5752	37.93	5944	39.19	6153	40.57	6364	41.96	Three 1 year
16	5944	39.19	6153	40.57	6364	41.96	6576	43.36	Three 1 year
17	6153	40.57	6364	41.96	6576	43.36	6800	44.84	Three 1 year

- 23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.
- 23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.
- 23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement

regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

- 23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
 - or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an; employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
- 23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.
- 23:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such

employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

23:14 TEMPORARY TRANSFER

In case of a temporary transfer an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.

At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job

23:15 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.

23:16 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.

23:17 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "A".

24:00 STATUS CHANGE PROCESS

24:01 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:

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 (or 6% after five (5) years, per ESA) 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.

25:00 CONTRACTING OUT

25:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

26:00 GENERAL

26:01 Employees may request, in advance, the examination of the Human Resources Department file of his/her records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director of Human Resources or designate and the employee.

27:00 TERM OF AGREEMENT

27:01 This agreement shall continue in force and effect from 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.

27:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

27:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

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

(CHRISTIAN PROVENZANO, MAYOR)

(RACHEL TYCZINSKI, CITY CLERK)

**LOCAL #67, CANADIAN UNION
PUBLIC EMPLOYEES**

(PRESIDENT)

(RECORDING SECRETARY)

APPENDIX "A"

(List of jobs covered by this Agreement)

DEPARTMENT & JOB TITLE

JOB CLASS

CLERK'S DEPARTMENT:

Vital Statistics Clerk	5
Administrative Clerk	5
Council Agenda Clerk	5
Licence Coordinator	9

CLERK'S DEPARTMENT - Office Services:

Coordinator Office Services	8
Office Services Clerk	5

COMMUNITY SERVICES DEPARTMENT:

Office Clerk	4
Switchboard/Receptionist	3
Payroll Clerk	5

COMMUNITY SERVICES DEPARTMENT - Community Centres Division:

Records Clerk	4
Office Clerk	4
Box Office Clerk	6

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

Lab Technician	13
GIS Technician	10
Engineering Tech IV	15
Engineering Tech III	13
Engineering Tech II	11
Engineering Tech I	8
Administrative Support Clerk	6

ENGINEERING & PLANNING DEPARTMENT - Building Division:

Coordinator of Plans Examination	17
Coordinator of Building Inspections	17
Building Inspector:	
Level 2	12
Level 3	14
Level 4	15
Senior Plans Examiner	14
By-law Enforcement Officer	10
Plans Examiner	9
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

Senior Planning Technician	11
----------------------------	----

G.I.S. Coordinator	11
Secretary-Treasurer Committee of Adjustment and Buildings	12
Planning Technician	7
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Building Services:

Handyperson/Caretaker	Feb. 1, 2019	\$28.59
	Feb. 1, 2020	\$29.05
	Feb. 1, 2021	\$29.51
	Feb. 1, 2022	\$30.01
Caretaker		2
Cleaner		Base Rate

LEGAL DEPARTMENT:

Legal Clerk	5
-------------	---

LEGAL DEPARTMENT - Provincial Offences (POA)

Court Administration Clerk/Cashier	7
Court Administration Enforcement Clerk/Court Reporter	6
Legal Clerk	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

Time Verification Clerk	8
Accounting Clerk	7

Receptionist/Dispatcher	7
Traffic Analyst	8
Shop Clerk	6
Administrative Support Clerk	7

PUBLIC WORKS & TRANSPORTATION DEPARTMENT –
Transit/Parking Division:

Dispatcher Clerk	6
Parabus Dispatcher	5
Administrative Clerk	6
Accounts Clerk	4
Clerk (part-time position)	2
Customer Service Representative	3
Accounts Clerk (Parking)	4
Clerk (Parking)	3

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery
Division

Office Clerk	4
--------------	---

FINANCE DEPARTMENT:

Administrative Clerk	6
Clerk	3

Administrative Support Clerk	4
------------------------------	---

FINANCE DEPARTMENT - Accounting Division:

General Ledger Accountant	10
---------------------------	----

Accounting Coordinator	12
------------------------	----

General Accountant	9
--------------------	---

Senior Payroll Clerk	10
----------------------	----

Senior Accounting Clerk	9
-------------------------	---

Payroll Clerk	7
---------------	---

Accounting Clerk (General)	7
----------------------------	---

Accounting Clerk	7
------------------	---

Accounts Payable Clerk	6
------------------------	---

Accounts Payable / Receivable Clerk	6
-------------------------------------	---

Cashier	5
---------	---

FINANCE DEPARTMENT - Tax & Licence Division:

Tax Analyst	10
-------------	----

Administrative Support Clerk	6
------------------------------	---

Tax Clerk	5
-----------	---

Cashier	5
---------	---

FINANCE DEPARTMENT - Purchasing Division:

Senior Purchaser	10
------------------	----

Purchaser	7
Purchasing Clerk	5

FINANCE DEPARTMENT - Information Systems Division:

Personal Computer Support Technician	11
Systems Operator/PC Technician	11

Part Time

The City may utilize Part-time employees i.e. less than twenty four (24) hours per week or up to 1250 hours per year, such positions to be listed in Appendix A. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

APPENDIX B - STUDENT PAY SCALE

	Feb. 1st, 2019	Feb. 1st, 2020	Feb. 1st, 2021	Feb. 1st, 2022
1st Year	\$14.00	\$14.20	\$14.40	\$14.60
2nd Year	\$14.15	\$14.45	\$14.55	\$14.85
3rd 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.

APPENDIX “C”

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

“Sharon St. Pierre”

“Lourdis Laundry”

“Dan Barsanti”

“Felicia Forbes”

FOR THE CITY

“Peter Niro”

“Ida Bruno”

LETTER #2

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 7th day of August, 2019.

FOR THE UNION

"Sharon St. Pierre"

"Lourdis Laundry"

"Dan Barsanti"

"Felicia Forbes"

FOR THE CITY

"Peter Niro"

"Ida Bruno"

LETTER #3
LETTER OF UNDERSTANDING
Between
THE CITY OF SAULT STE. MARIE
and
LOCAL 67 C.U.P.E.

ACCOMMODATIONS

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.

Signed at Sault Ste. Marie this 7th day of August, 2019.

FOR THE UNION

"Sharon St. Pierre"

"Lourdis Laundry"

"Dan Barsanti"

"Felicia Forbes"

FOR THE CITY

"Peter Niro"

"Ida Bruno"

LETTER #4

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 7th day of August, 2019.

FOR THE UNION

“Sharon St. Pierre”

“Lourdis Laundry”

“Dan Barsanti”

“Felicia Forbes”

FOR THE CITY

“Peter Niro”

“Ida Bruno”

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-60

AGREEMENT: (13.5) A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for the provision of GIS Services for a one-year period commencing January 1, 2020.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 24, 2020 between the City and the Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of GIS Services for a one-year period commencing January 1, 2020.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Agreement is made effective the 24th day of February, 2020.

BETWEEN:

SAULT STE. MARIE INNOVATION CENTRE
(hereinafter referred to as the "Consultant")

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Client")

WHEREAS the Consultant is in the business of providing integrated geomatics services;

AND WHEREAS the Client has retained the Consultant to provide geomatics services and maintain the integrated geomatics solution currently in place;

AND WHEREAS the Consultant and the City entered into an Agreement dated January 1st, 2015 with an expiry date of December 31, 2019, regarding the subject services;

AND WHEREAS the parties have requested that the expiry date in the said Agreement be extended to December 31, 2020;

AND WHEREAS the City agrees to amend the said Agreement to extend the expiry date in the Agreement to December 31, 2020;

NOW THEREFORE the parties agree as follows:

1. That the term of this Agreement be amended to expire on December 31, 2020;
2. That the monthly charge for basic services for 2020 is \$37,429.76 plus HST; and

3. The remaining paragraphs, Schedules, terms and conditions of the said Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

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

Per:

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SAULT STE. MARIE INNOVATION CENTRE

Per:

**PETER BRUIJNS
EXECUTIVE DIRECTOR**

I/We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-61

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the Anna Street EA.

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 February 12, 2020 between the City and WSP Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Anna Street EA.

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 24th day of February, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da

Schedule "A"

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2018
(VERSION 2.0)

Anna Street Connection - Municipal Class EA

Table of Contents

DEFINITIONS.....	4
ARTICLE 1 - GENERAL CONDITIONS	5
ARTICLE 2 – SERVICES TO BE PROVIDED	12
ARTICLE 3 - FEES AND DISBURSEMENTS	13
ARTICLE 4 – FORM OF AGREEMENT	17
ARTICLE 5 – SCHEDULES.....	18

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 12th day of February A. D. 2020

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

WSP Canada Inc.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to (Description of Project)

pursue a successful Class Environment Schedule 'B' approval of the Anna Street Connection which will include traffic impact analysis of connecting the City's Anna Street and the Batchewana First Nation's (BFN) Rawahiting Street to the neighboring road



Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Client

Client shall mean a municipality within the Province of Ontario.

2. Engineer

Engineer shall mean professionals and other specialists engaged by the Client.

3. Ontario Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering.

4. Consulting Engineers of Ontario (CEO)

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 2,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$ 1,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Traffic Study and Schedule 'B' EA:

- review any relevant background information;
- provide alternative solutions which will include two scenarios: "Do Nothing" and providing connection between Anna Street and Bawahting Street;
- present process and results at the public engagement opportunities;
- provide final report reflecting comments and feedback from the public and stakeholders

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement Fees Calculated on a Time Basis

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 19,425 plus, applicable taxes made up as follows:
 - (i) \$ 16,925 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ 2,500 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of __% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.3 **Payment**

3.3.1 **Fees Calculated on a Time Basis** Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of ¹²percent (¹ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 **Fees Calculated on a Percentage of Cost Basis** Does Not Apply

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of ____percent (____percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within ____months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the ____months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum Does Not Apply

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

WSP Canada Inc.

ENGINEER: _____

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 12th Day of February, 2020

Signature		Signature	
Name	David Spacek, P.Eng.	Name	
Title	Manager-Municipal Infra.-N. Ont.	Title	

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 24th Day of February, 2020
12th

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

--

Attached
☒
☐
☐
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (√).

SCHEDULE A - SUPPLEMENTAL GENERAL CONDITIONS – ANNA STREET CONNECTION

ARTICLE 1 - GENERAL CONDITIONS

Section 1.10 is deleted and replaced with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the Client, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Client and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Client may sustain, suffer or be put to resulting from or arising out of the Engineer's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the Client on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Client resulting from the actions of the Engineer.

Section 1.11 is deleted and replaced with the following:

1.11 Insurance

Without restricting the generality of the requirement to indemnify the Client, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the Client's Risk Manager acting reasonably. Listed below are the insurance requirements deemed necessary for the Contract by the Client's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the Client as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The Client will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the Client's Risk Manager, acting reasonably, and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the Client with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, with a Certificate of Insurance.



September 19, 2019

Don Elliott, P.Eng.
Director, Engineering Services
The City of Sault Ste. Marie
99 Foster Drive - 5th Floor
Sault Ste. Marie, ON P6A 5X6

Dear Mr. Elliott:

Subject: Anna Street Connection Municipal Class EA - Proposal

We have reviewed the requirements and determined the steps that would lead to a successful Class Environment Schedule 'B' approval of the Anna Street Connection. We will follow Exhibit A.2 – Municipal Class EA Planning and Design Process.

As part of the Anna Street Connection EA in the City of Sault Ste. Marie, WSP's Transportation team will provide the traffic impact analysis of connecting the City's Anna Street and the Batchewana First Nation's (BFN) Bawahting Street to the neighboring road network. It is our understanding that Anna Street is part of the City's jurisdiction and Bawahting Street is within BFN's jurisdiction. Ongoing participation and communication with both jurisdictions is important as the connection could impact both jurisdiction's road networks.

The analysis will follow Schedule B of the Municipal Class EA process. WSP will review any relevant background information to identify the problem and opportunities within the study area. In addition, WSP will require existing roadway conditions such as the lane configuration, road width, posted speeds, signage and pavement markings. This information will be retrieved from Google Earth and confirmed through the WSP team in Sault Ste. Marie. The turning movement count (TMC) will be conducted along Anna Street, at Corey Ave, Amy Ave, and Adeline Ave to gain a better understanding of the existing traffic volume. This will be used as the base scenario input for Synchro software to conduct traffic analysis.

The alternative solutions will include two scenarios: "Do Nothing" and providing connection between Anna Street and Bawahting Street. The AM and PM peak hour analysis will be run on both of these scenarios and the results of level of service, delays and queue length and future capacity deficiencies will be used as part of the evaluation process.

Further, the process and results will be presented at the public engagement opportunities. Any comments and feedback from the public and stakeholders will be reflected in the final report.

185 East Street
Sault Ste. Marie, ON
Canada P6A 3C8

T: +1 705 942-2070
F: +1 705 942-3532
wsp.com

WSP Canada Inc.



Our fees to complete the traffic study and Schedule 'B' EA is \$33,850 plus HST.

The above fee does not include consideration of any bump up requests to a Schedule 'C' EA or the completion of a Schedule 'C' Environmental Assessment. We recommend setting aside some additional budget of \$5,000 to address comments in the event of a Part II Order Request. This time will be invoiced only if required at our current billing rates.

We have also not included any specialized consultants for this work regarding inventory natural, social, economic, environment. We will rely on our own knowledge and past Class EA documents in the general area. We have also not included advertising or other incidental costs.

We are ready to begin the work immediately upon your written approval to proceed.

Yours truly,

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

David Spacek, P.Eng.
Manager of Municipal Infrastructure - Northern
Ontario

DMS/jlb

WSP ref.: 19633806

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-62

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Kresin Engineering Corporation for engineering services for the Northern Avenue corridor improvements.

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 February 18, 2020 between the City and Kresin Engineering Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Northern Avenue corridor improvements.

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 24th day of February, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Dated the 18th day of February 2020

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

Kresin Engineering Corporation

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Construct improvements in the Northern Avenue corridor, including the paved riding surface, curb repairs, new sidewalk, as well as implementation of lane re-assignments

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Consulting Engineers of Ontario (CEO)

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the *Professional Engineers Act* (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the

Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with *Professional Engineers Act* (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for

herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
- i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the *Arbitration Act*, 1991, S.O. 1991, C. 17.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act*, 1991, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46(setting aside award) of the *Arbitration Act*, 1991.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act*, 1991 and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act*, R.S.O. 1990, c. C-30.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

--

ARTICLE 2 – SERVICES TO BE PROVIDED

Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Preliminary Design
Detailed Design
Construction Contract Administration

Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Topographic Site Survey
Supply all existing engineering information
Coordinate advertising for tender

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement **Fees Calculated on Time**

3.2.1 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.2 Upset Cost Limit

- a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.

Page - 10 - of 14

- b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 10% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 88,700.00 plus, applicable taxes made up as follows:
 - (i) \$ 88,700.00 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ _____ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.3 Reimbursable Expenses – Apply to 3.2.1. through 3.2.2.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 10%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 Invoices Generally

- a. Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and

(7) The following additional information (if any):

b. Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.3.

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 15% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Kresin Engineering Corporation

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 18th Day of February, 2020

Signature		Signature	
Name	Michael Kresin, P. Eng.	Name	Chris Kresin, P. Eng.
Title	Director	Title	Director

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 24th day of February, 2020

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

Attached

--	--

NOTE: Attach all appropriate schedule documents as indicated (X).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-63

AGREEMENT: (E3.3) A by-law to authorize the execution of the Consent and Amending Agreement between the City and Sault Ste. Marie Economic Development Corporation and Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to transfer program delivery and funding from Sault Ste. Marie Economic Development Corporation to the City.

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 Consent and Amending Agreement dated January 1, 2020 between the City and Sault Ste. Marie Economic Development Corporation and Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade, a copy of which is attached as Schedule "A" hereto. This Agreement is to transfer program delivery and funding from Sault Ste. Marie Economic Development Corporation to the City.

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 24th day of February, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule “A”

CONSENT AND AMENDING AGREEMENT

This consent and amending agreement (“**Consent and Amending Agreement**”) is made effective as of January 1, 2020 (the “**Effective Date**”).

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”)

AND:

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION (“SSMEDC”)

AND:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (“CCSSM”)

WHEREAS pursuant to an agreement made between the Province and SSMEDC dated effective April 1, 2019, a copy of which is appended hereto as Appendix “I” (the “**Agreement**”), the Province agreed to provide SSMEDC with a conditional grant of up to a total maximum amount of Three Hundred Thousand and One hundred Sixty Seven dollars (\$300,167) (the “**Funds**”).

AND WHEREAS the Funds were provided to SSMEDC to carry out the SBEC Program which is comprised of the Starter Company Plus Initiative and Summer Company Initiative, in accordance with the terms and conditions of the Agreement.

AND WHEREAS SSMEDC has advised the Province that pursuant to a new model for economic development, the Council of the City of Sault Ste. Marie has decided to transfer the operations of the SBEC program from SSMEDC to CCSSM, to carry out the program.

AND WHEREAS SSMEDC wishes to assign all its rights, responsibilities and interests under the Agreement to CCSSM and CCSSM wishes to assume such rights, responsibilities and interests;

AND WHEREAS the Agreement provides that the Agreement may not be assigned by SSMEDC without the prior written approval of the Province;

AND WHEREAS the Province has agreed to the assignment of the Agreement provided that SSMEDC and CCSSM agree to be bound by all of the provisions of the Agreement and this Consent and Amending Agreement as more particularly set out herein;

AND WHEREAS the parties have agreed to amend the Agreement as provided herein.

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning specified in the Agreement.
2. This Consent and Amending Agreement shall be effective as of the Effective Date.
3. SSMEDC hereby assigns all its rights and interests under the Agreement, including (i) the amount of \$202,650 representing the amount of Funds remaining to be disbursed by the Province under the Agreement; and (ii) the amount of \$1,391.75 representing the amount of unspent or uncommitted Funds already disbursed by the Province to SSMEDC under the Agreement to CCSSM as of the Effective Date subject to the terms and conditions of this Consent and Amending Agreement. The CCSSM covenants and hereby agrees with SSMEDC and the Province to assume the obligations of and to observe, perform and be bound by the covenants, provisos, acknowledgments and terms and conditions agreed to by SSMEDC under all the provisions of the Agreement as if CCSSM was the original party to the Agreement, including any reporting requirements under the Agreement. Following the Effective Date the term "Recipient" as used in the Agreement shall refer to CCSSM.
4. The Province consents to the assignment of the Agreement from SSMEDC to CCSSM and accepts CCSSM in place of SSMEDC as the substituted party to the Agreement provided that:
 - a. The Province's consent is without prejudice to any rights, claims or defences that the Province may have in respect of the Agreement;
 - b. The Province will not be deemed to have waived any right or obligation under the Agreement as a consequence of granting this consent; and
 - c. The Province will not be deemed to have waived any default, breach or non-compliance under the Agreement as a consequence of granting this consent.
5. The parties acknowledge and agree that, as of the Effective Date, Schedule "B" of the Agreement providing for the delivery of notices is amended to provide that all notices to the Recipient are to be sent or delivered, as the case may be, to the following contact at the following address:

Tom Vair, Deputy CAO,

Community Development and Enterprise Services
Phone No. 705.759.5264
t.vair@cityssm.on.ca

and

Shelley Schell, Chief Financial Officer/Treasurer
Phone No. 705-759-5355
s.schell@cityssm.on.ca
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

6. The parties confirm that, in all other respects, all other terms and conditions of the Agreement, including without limitation all Schedules to the Agreement, remain unaltered and in full force and effect.
7. It is expressly agreed and understood that the execution of this Consent and Amending Agreement does not release SSMEDC from any obligation or liability to the Province under the Agreement that accrued up to and including the Effective Date, and that such obligations and liabilities of SSMEDC to the Province under the Agreement, including without limitation the indemnity set out in Section A9.1 of the Agreement, survive the execution of this Consent and Amending Agreement.
8. For greater certainty, the Province's rights under section A7.0 of the Agreement with respect to audit and inspection of SSMEDC's records, invoices and documents relating to the Funds or otherwise to the SBEC Program shall survive for a period of seven (7) years following the Effective Date of this Consent and Amending Agreement.
9. This Consent and Amending Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective assigns and successors at law.
10. This Consent and Amending Agreement may be executed in one or more counterparts and by facsimile or e-mail signatures (PDF or other image format), each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.
11. This Consent and Amending Agreement shall be governed by and interpreted in all respects in accordance with the laws of the Province of Ontario and of Canada applicable therein.
12. This Consent and Amending Agreement may not be amended, altered or modified except by written documents signed by the parties. This Consent and Amending Agreement and the rights, duties and obligations hereunder may not be assigned by any party without the prior written consent of the Province.
13. Each party hereto covenants and agrees to execute, acknowledge and deliver all such further documents and assurances and perform all such further acts as may be

reasonably requested by the other party to implement and give effect to this Consent and Amending Agreement.

THE PARTIES HAVE SIGNED THIS CONSENT AND AMENDING AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development, Job
Creation and Trade

Date

Name: Rachel Simeon
Title: Assistant Deputy Minister

Authorized Signing Officer

**SAULT STE. MARIE ECONOMIC DEVELOPMENT
CORPORATION**

Date

Name: Paul Skeggs
Title: Vice-President

Date

Name: Karen Madigan
Title: Manager, Economic Development Services

I have authority to bind SSMEDC.

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

Date

Name: Christian Provenzano
Title: Mayor

I have authority to bind CCSSM.

Date

Name: Malcolm White
Title: CAO

I have authority to bind CCSSM.

Appendix "I"

Attached to the Consent and Amending Agreement made effective as of January 1, 2020 is a copy of the agreement made between the Province and SSMEDC dated April 1, 2019.

**ONTARIO TRANSFER PAYMENT AGREEMENT FOR SBEC PROGRAM:
Starter Company Plus Initiative and Summer Company Initiative**

THE AGREEMENT is effective as of the 1st day of April, 2019.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Job
Creation and Trade

(the "Province")

- and -

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

(the "Recipient")

BACKGROUND

The Recipient intends to undertake the SBEC Program which is comprised of the Starter Company Plus Initiative and Summer Company Initiative.

The Province has established the SBEC Program which is intended to provide important resources, training, mentoring to entrepreneurs and Youth, as applicable, and/or Micro-Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

The Recipient has applied to the Province for Funds to assist the Recipient in carrying out the SBEC Program and the Province wishes to provide such Funds on the terms and conditions contained herein.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" General Terms and Conditions

Schedule "B"	SBEC Program Specific Information
Schedule "C"	SBEC Program
Schedule "D"	Budget
Schedule "E"	Guidelines for SBEC Program
Schedule "F"	Payment Schedule
Schedule "G"	Reports
Schedule "H"	Request for Payment and Certificate
Schedule "I"	Eligible Expenditures
Schedule "J"	Summary of the <i>Travel, Meal and Hospitality Expenses Directive</i>
Schedule "K"	Communications and Confidentiality Protocol
Schedule "L"	Auditor's Certificate
Schedule "M"	<i>French Language Services Act</i> (Ontario) Checklist
Schedule "N"	Summer Company Initiative: Information Management and Privacy Provisions
Schedule "O"	Summer Company Initiative: Release and Consent Form, Assignment of Copyright and Waiver of Moral Rights Form, and any amending agreement entered into as provided for in Section 3.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 COUNTERPARTS

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

- 3.1 Other than as provided for under Section A4.4, the Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the SBEC Program and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the SBEC Program; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the SBEC Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.0 CONFLICT OR INCONSISTENCY

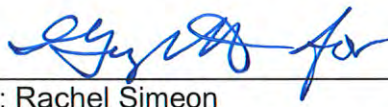
- 5.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:
- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
 - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development,
Job Creation and Trade**

Sept 9/19
Date


Name: Rachel Simeon
Title: Assistant Deputy Minister, Research, Science and
Commercialization Division

Authorized Signing Officer

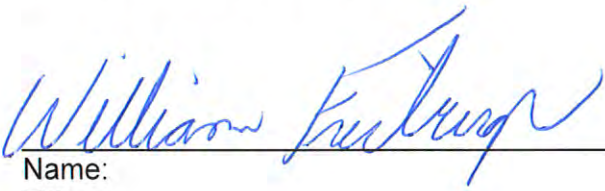
**SAULT STE. MARIE ECONOMIC DEVELOPMENT
CORPORATION**

Aug 15/19
Date


Name: Karen Madigan
Title: Director, Corporate Services

I have authority to bind the Recipient.

August 19/19
Date


Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Agreement" means this agreement entered into between the Province and the Recipient, all of the Schedules listed in Section 1.1, and any amending agreement entered into pursuant to Section 3.1.

"Approved Participant" means an individual who is a participant in the SBEC Program either as a Starter Company Plus Initiative Approved Participant or a Summer Company Initiative Approved Participant.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Eligible Expenditures" means those expenditures, exclusive of HST, which are directly attributable to the SBEC Program as more particularly described in Schedule "I" that are incurred and paid by the Recipient during the term of the Agreement.

"Event of Default" has the meaning ascribed to it in Section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Guidelines” means the guidelines for one or more of the Initiatives as applicable set out in Schedule “E”.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Initiative” means either the Starter Company Plus Initiative or the Summer Company Initiative.

“Initiatives” means both the Starter Company Plus Initiative or the Summer Company Initiative.

“Learning Plan” means the Starter Company Plus Initiative Approved Participant's individual learning plan as prepared and managed by the Recipient under the Starter Company Plus Initiative, which such Approved Participant agrees to undertake as a condition of his or her participation in the SBEC Program, as more particularly set out in Section A4.3 and Schedule “C”.

“Maximum Funds” means the maximum amount of Funds set out in Schedule “B” that the Province will provide to the Recipient under the Agreement.

“Micro-Financing” means micro-financing of up to \$5000 under the Starter Company Plus Initiative or up to \$3000 under the Summer Company Initiative as more particularly set out in Schedule “C”.

“Micro-Financing Agreement” means the Micro-Financing agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient has approved for Micro-Financing, as a condition of approval thereof, the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Micro-Financing Committee” means the committee set up by the Recipient to review and approve Micro-Financing as more particularly described in Schedule “C”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to Section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with Section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Reports" means the reports set out in Schedule "G".

"Salaries and MERCs" means the actual salaries or wages paid to employees, excluding bonuses, together with mandatory employment-related costs, incurred by the Recipient during the term of this Agreement. For greater certainty, mandatory employment-related costs may only include mandatory minimum vacation pay, employer's contributions to employment insurance and the Canada Pension Plan, employer health tax, and Workplace Safety and Insurance Board Premiums.

"SBEC Program" means the undertaking set out in Schedule "C".

"Starter Company Plus Initiative" means the undertaking set out in Schedule "C".

"Starter Company Plus Initiative Approved Participant" means an individual applicant who is eligible and approved by the Recipient to participate in the Starter Company Plus Initiative, which approval is conditional upon the timely completion by each such Approved Participant of their individual Learning Plan, and for those Approved Participants the Recipient approves for Micro-Financing of up to \$5000 in Funds, conditional upon the prior execution of a Starter Company Plus Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule "C" and Schedule "E" as applicable.

"Starter Company Plus Initiative Guidelines" means the Starter Company Plus Initiative guidelines set out in Schedule "E".

"Starter Company Plus Initiative Micro-Financing Agreement" means the Starter Company Plus Initiative Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$5000 in Funds under the SBEC Program, as a condition of approval thereof, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule "C".

"Summer Company Initiative" means the undertaking set out in Schedule "C".

"Summer Company Initiative Approved Participant" means a Youth applicant who is eligible and approved by the Recipient to participate in the Summer Company Initiative including approval for Micro-Financing of up to \$3000 in Funds, conditional

upon the prior execution of a Summer Company Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule "C" and Schedule "E".

"Summer Company Initiative Guidelines" means the Summer Company Initiative guidelines set out in Schedule "E".

"Summer Company Initiative Micro-Financing Agreement" means the Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$3000 in Funds under the Summer Company Initiative, as a condition of approval thereof, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule "C".

"Youth" means an individual between the ages of 15-29, who is a student and a resident of Ontario and a Canadian citizen or permanent resident.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the SBEC Program;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the SBEC Program, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it shall carry out the SBEC Program in compliance with all Guidelines;
- (f) the Recipient shall provide all services to the public under the SBEC Program in accordance with the *French Language Services Act* (Ontario), by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province's satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:

- (i) any person may communicate with the Recipient in both French and English;
 - (ii) any person may receive the services under the SBEC Program in both French and English;
 - (iii) the portions of the Recipient's website relating to the SBEC Program are available in French;
 - (iv) all public documents relating to the SBEC Program are available in French;
 - (v) bilingual (English/French) signs are posted as needed;
 - (vi) it has developed a protocol for providing francophone clients with services in French; and
 - (vii) it shall submit a written report in a form and content satisfactory to the Province regarding its provision of French language services and how it is meeting the requirements of this Section A2.1(f).
- (g) It shall comply with the terms and requirements of Schedule "K" - Communications and Confidentiality Protocol; and
 - (h) It shall comply with the terms and requirements of Schedule "N" - Summer Company Initiative: Information Management and Privacy Provisions.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including if the Recipient is a municipality, passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the SBEC Program

successfully;

- (f) procedures to enable the Recipient to identify risks to the completion of the SBEC Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE SBEC PROGRAM

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the SBEC Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule set out in Schedule "F"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite Section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to Section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the SBEC Program;
- (c) any disbursement of Funds to the Recipient shall be subject to the Recipient's

guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines set out in Schedule "J" hereto;

- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to Section A7.1;
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the SBEC Program; or
 - (ii) terminate the Agreement pursuant to Section A12.1;
- (f) If the Recipient is a municipality, the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law.

A4.3 Use of Funds and Carry Out the SBEC Program. The Recipient will do all of the following:

- (a) carry out the SBEC Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the SBEC Program;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario;
- (e) approve individual applicants in accordance with SBEC Program intake processes and eligibility and suitability requirements set out in Schedule "C";
- (f) develop and manage individual Learning Plans for each Starter Company Plus Initiative Approved Participant;
- (g) undertake post-SBEC Program reporting with all Approved Participants to obtain progress reporting information from Approved Participants such as business expansion and job creation for three consecutive Funding Years following the Expiry Date;
- (h) subject to and in accordance with Section A4.3(i) and (j), the Recipient shall

prepare and enter into a Micro-Financing Agreement with each Approved Participant that the Recipient approves for Micro-Financing up to \$5000 in Funds for the Starter Company Plus Initiative or up to \$3000 in Funds for the Summer Company Initiative, as a condition of approval thereof;

- (i) ensure the following terms and conditions, as applicable, are included in the Starter Company Plus Initiative Micro-Financing Agreement and the Summer Company Initiative Micro-Financing Agreement:
 - (i) Audit Rights for the Crown. The parties agree that audit rights under the Micro-Financing Agreement shall inure to the benefit of the Province, any authorized representative or any independent auditor identified by the Province, at the Province's expense, which audit rights (including the right of inspection and review of the Approved Participant's progress of its project under the SBEC Program and any allocation and expenditure of Funds and to perform a full or partial audit of the Approved Participant) shall continue in full force and effect for a period of seven years from the date of expiry or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
 - (ii) Post-SBEC Program Reporting. The Approved Participant shall, if requested by the Recipient or the Province, provide progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive Funding Years following the expiry date or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
- (j) ensure the following term and condition is included in the Starter Company Plus Initiative Micro-Financing Agreement:
 - (i) Learning Plan. The Approved Participant agrees to undertake the Learning Plan as a condition of their participation in the Starter Company Plus Initiative, attached thereto as a schedule to the Starter Company Plus Initiative Micro-Financing Agreement; and
- (k) ensure that all third party mentors and consultants engaging with Approved Participants in the SBEC Program are bound by appropriate confidentiality, non-compete, and conflict of interest provisions in agreements with the Recipient and Approved Participants, as applicable.

A4.4 Despite Section 3.1. Despite Section 3.1, the Recipient may, on occasion, in the Budget, reallocate only within the same Funding Year:

- (a) Under the expenses category heading 'SBEC Program Delivery (A)', any amount of underspending in any line item thereunder, can be moved to either the 'Starter Company Plus Initiative (C)' or the 'Summer Company Initiative

(D)' line items under the category heading 'Micro-Financing for Approved Participants';

- (b) Any amount of underspending in 'Summer Company Initiative (D)' can be moved to 'Starter Company Plus Initiative (C)'; and
- (c) An amount equalling up to 10% or \$500, whichever is greater, of any expenses line item to another expenses line item, provided that at all times the following conditions are met:
 - (i) Administration: the line item 'SBEC Program Administration' under the category heading 'Administration (B)' shall not exceed 10% of the overall Budget; and
 - (ii) Micro-Financing: other than as provided for above in Section A4.4(b), the amount allocated for Micro-Financing for the Starter Company Plus Initiative and for the Summer Company Initiative shall not be reduced.

A4.5 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.7 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on Eligible Expenditures, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the SBEC Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the SBEC Program, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in Section A17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "G", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in Section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the SBEC Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to

the SBEC Program.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the SBEC Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in Section A7.2;
- (b) remove any copies made pursuant to Section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the SBEC Program, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in Section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to Section 9.1 or 9.2 of the *Auditor General Act* (Ontario), as applicable.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the SBEC Program; and
- (b) ensure that the acknowledgement referred to in Section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its SBEC Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified

Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the SBEC Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the SBEC Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in Section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in Section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to Section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the SBEC Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to Section A11.2(b); and
 - (ii) subject to Section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in Section A4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to Section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the SBEC Program and permit the Recipient to offset such costs against the amount owing pursuant to Section A12.2(b).

A12.3 No Additional Funds. If, pursuant to Section A12.2(c), the Province determines that the costs to wind down the SBEC Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the SBEC Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with Section A7.1, Reports or such other reports as may have been requested pursuant to Section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the SBEC Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with Section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in Sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Section A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province set out in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of Section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively set out in Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been received:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite Section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will give Notice by email or personal delivery.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to Section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and Sections, and all applicable cross-referenced Sections and Schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 5.0, Article A1.0 and any other applicable definitions, Section A2.1(a), Section A2.2, Sections A4.2(e), A4.5, A4.6, A4.7, Section A5.2, Section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), Sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, Section A11.2, Sections A12.2, A12.3, Sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, Section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
SBEC PROGRAM SPECIFIC INFORMATION

Maximum Funds	\$300,167
Expiry Date	June 30, 2022
Amount for the purposes of Section A5.2 (Disposal) of Schedule "A"	\$ 2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Lyn Doering, Manager, Contract Management and Relationship Address: Ministry of Economic Development, Job Creation and Trade Commercialization and Scale-up Networks Branch Relationship and Contract Management Unit 2 Queen East, 3rd floor Toronto, Ontario M5C 3G7 Email: lyn.doering@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Dan Hollingsworth, Executive Director Address: Sault Ste. Marie Economic Development Corporation 99 Foster Drive, Level 1 Sault Ste. Marie ON P6A 5X6 Email: d.hollingsworth@ssmedc.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Karen Madigan, Director Corporate Services Address: Sault Ste. Marie Economic Development Corporation 99 Foster Drive, Level 1 Sault Ste. Marie ON P6A 5X6 Email: k.madigan@ssmedc.ca

SCHEDULE "C"

SBEC PROGRAM

A. SBEC PROGRAM DESCRIPTION

The Recipient will undertake the delivery of the SBEC Program including two main Initiatives:

1. Starter Company Plus Initiative, and
 2. Summer Company Initiative,
- which are intended to provide important resources, training, mentoring to entrepreneurs and Youth, as applicable, and/or Micro-Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

SBEC PROGRAM	OBJECTIVES
1. Starter Company Plus Initiative	• Provide training, mentoring and Micro-Financing opportunities for Approved Participants to start, expand or buy a small business. • Address local and/or regional economic development needs, and where appropriate focus on special industries and sectors.
2. Summer Company Initiative	• Provide training, mentoring and Micro-Financing of up to \$3,000 to Youth who wish to start a full-time business over the summer. • Inspire more Youth to choose entrepreneurship as a career option and equip them with tools to succeed.

B. SBEC PROGRAM COMPONENTS

The Recipient shall deliver all the SBEC Program components below for the Initiatives.

SBEC PROGRAM	COMPONENTS
1. Starter Company Plus Initiative	The Recipient shall deliver all four components at their sites: 1. Approved Participant Intake 2. Training and Skills Development 3. Mentorship 4. Micro-Financing (Funds contributed by the Province up to \$5,000) The Recipient shall ensure that all Approved Participants who are eligible and approved by the Recipient undertake the first three components. The fourth component is not required. The availability of the Micro-Financing component for an Approved Participant shall be determined by the Recipient. The Recipient shall determine an individual's eligibility and suitability for Starter Company Plus Initiative as well as their general business needs. The Recipient shall: • Assess individuals based on eligibility requirements outlined in the Guidelines and the local suitability criteria developed by the Recipient. ○ If the individual is eligible and suitable, and the individual wishes to proceed with the Initiative, the Recipient accepts the individual as an Approved Participant. ○ If the individual is not eligible or not suitable for Starter Company Plus Initiative, the Recipient shall direct the individual to other entrepreneurship initiatives, programs and services. • Have a decision model in place that provides rationale for approval to participate in the Starter Company Plus Initiative. • Work with the Approved Participant to develop a customized Learning Plan outlining required training and mentorship based on the Approved Participant's business needs and goals.

Training and Skills Development

The objective of the Training and Skills Development component is to help Approved Participants start, expand or purchase a business by providing short term workshops or activities. This can include seminars, workshops, networking events and experiential learning. Activities can be completed in a classroom, one-on-one, or in a group setting.

The Recipient shall:

- Develop content and a suitable delivery method of training and skills development for each Approved Participant. The Recipient will organize, schedule and sequence the workshops to meet Approved Participants' needs in a way that is suitable for their organization.
- Provide short-term training and skills development opportunities to enhance business knowledge and skills to support Approved Participants in starting, expanding or purchasing a business.
- Monitor when an Approved Participant has finished the identified training on their Learning Plan.

Mentoring

The Recipient must match each Approved Participant with a designated mentor and/or a group of mentors. Mentorship activities provides the Approved Participant with a trusted confidante that can provide business expertise and share business experience. Activities can include, but are not limited to, identifying challenges, working on problem solving strategies, developing networking skills, expanding contact networks and providing overall guidance.

The Recipient shall:

- Match each Approved Participant with a mentor who will provide support, entrepreneur advice and expertise for a minimum of three months.
- Recruit, train and coordinate a mentorship network to meet the needs of the Initiative.
- Monitor the Approved Participant-mentor match and record when the component has been completed.

	Approved Participants can participate in the training and skills development and mentorship component concurrently. Micro-Financing Each Approved Participant that the Recipient approves for Micro-Financing shall receive up to \$5000 in Funds by the Province. The Recipient may find funding locally to match or increase the Micro-Financing amount. The Micro-Financing is administered and distributed by each Recipient. Such Approved Participants must also match the Micro-Financing amount by 25% (may include in kind contributions). The matching contribution may be waived by the Recipient under exceptional circumstances only. The Recipient shall: • Establish a Micro-Finance Committee. • Develop all required procedures and criteria governing Micro-Financing administration. • Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule "A" Section A4.3 (h), (i) and (j). • Distribute Micro-Financing to all Approved Participants. • Where Approved Participants fail to comply with Starter Company Plus Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.
2. Summer Company Initiative	Intake- Application Process Youth interested in participating in the Summer Company Initiative are required to complete an online eligibility checklist, and if the individual is deemed eligible, may then submit an online application request to the Recipient. The Recipient will then contact the Youth and ask him or her to submit an online application, which includes a business plan and a description of the eligible business and cash

flow. Those applicants will then be interviewed by the Recipient and informed if they have been accepted as Approved Participants.

The Recipient shall:

- Promote and market the Initiative to targeted groups.
- Review application inquiries to determine if potential applicants meet Initiative eligibility.
- Distribute Summer Company Initiative applications to Youth applicants.
- Assist Youth in completing Summer Company Initiative applications.
- Review submitted Summer Company Initiative applications for completeness and assess if Summer Company Initiative requirements and Guidelines have been met.
- Interview Youth applicants and select Approved Participants.
- Ensure the Approved Participant has met all the requirements to participate. A list of requirements is outlined in the Summer Company Initiative Guidelines.
- Enter into Summer Company Initiative Micro-Financing Agreement with the Approved Participant.
- Meet Approved Participant targets as identified by the Province.

Business Training and Coaching

The Recipient shall provide short term workshops or activities designed to help Approved Participants with the skills and tools to succeed in entrepreneurship. The training can focus, but not limited to marketing and sales, HST, record/book keeping, time management, customer service, insurance and risk management.

The Recipient shall:

- Recruit and coordinate business mentors. Mentors must have a valid criminal background check issued by the police within the last six months and have an understanding of the objectives, business planning and operations of the Summer Company Initiative, and must maintain confidentiality of all information amongst other obligations set out further under Schedule "A", Section A4.3 (k).
- Assign the Approved Participant to a mentor or mentor group.
- Provide a minimum of 12 hours of business training and guidance per Approved Participant.

- Conduct one on-site visit at the project location for the Approved Participant for ongoing support and guidance.
- Monitor Approved Participant progress to ensure compliance with the business plan and cash flow forecasts.
- Conduct exit interviews with the Approved Participants to ensure all Summer Company Initiative requirements have been met.

Micro Financing

Approved Participants are eligible to receive up to \$3000 in Micro-Financing to support start-up costs and completion of their project under the Summer Company Initiative. Micro-Financing is issued by the Recipient in two installments.

The Recipient shall:

- Establish a Micro-Finance Committee.
- Develop all required procedures and criteria governing Micro-Financing administration.
- Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds which will be paid out in two instalments. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule "A", Section A4.3 (h), (i) and (j).
- Distribute the first instalment after execution of the Micro-Financing Agreement.
- Distribute the second instalment once the Approved Participant has completed all requirements of his or her project under the Initiative and Micro-Financing Agreement.
- Where an Approved Participant fails to comply with Summer Company Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.

SCREEN Reporting

The Recipient is required to:

- Administer and approve applications through the Summer Company Initiative Registration, Eligibility and Evaluation Network web-based system ("SCREEN").

	• Report identified performance measures through the SCREEN input report. • Collect and submit success stories. • Distribute a survey to Approved Participants in a format and in accordance with the timelines to be provided by the Province.
--	---

C. MICRO-FINANCING

The Recipient shall establish a Micro-Financing Committee to review and approve Micro-Financing for any Approved Participants under the Starter Company Plus Initiative and the Summer Company Initiative, as applicable. The scope and parameters of the Micro-Financing Committee are to be determined by the Recipient. Micro-Financing shall support:

STARTER COMPANY PLUS INITIATIVE	SUMMER COMPANY INITIATIVE
• Business start-up, expansion or purchasing a business in Ontario, provided that the Approved Participant raises at least 25% of funding for their business (which may include in-kind contributions). Under exceptional circumstances, the Recipient may waive the 25% Approved Participant funding contribution requirement. • The total Micro-Financing from the Province shall not exceed \$5,000 in Funds per Approved Participant for their business. • The Recipient may find funding locally to match or increase the Micro-Financing amount.	• Business start-up or expansion costs of the Approved Participants. • The total Micro-Financing from the Province shall not exceed \$3,000 in Funds per Approved Participant for the purposes of business start-up or expansion in Ontario. • Micro-Financing must be disbursed in two instalments: ○ an initial disbursement of up to \$1,500 for start-up expenses; and ○ final disbursement of up to \$1,500 for successful completion of the Approved Participant's project under the Initiative and Micro-Financing Agreement.

Prior to disbursing any Micro-Financing, the Recipient must prepare and enter into a Starter Company Plus Initiative Micro-Financing Agreement or a Summer Company Initiative Micro-Financing Agreement, as applicable, with each Approved Participant in accordance with Schedule "A", Section A4.3 (h), (i) and (j).

The Recipient shall ensure that the review and approval for Micro-Financing process is fair, transparent and accountable. Without limiting the generality of the previous sentence, the Recipient shall ensure that each payment to an Approved Participant is tied to appropriate milestones and that payment is only made if satisfactory evidence of progress against the milestone is provided to the Recipient.

The Recipient is responsible for creating procedures and criteria governing the operations of the Micro-Financing administration role including, recruitment, conflict of interest, decision frameworks and documentation, funding, legal and taxation.

Micro-Financing Agreement

The Micro-Financing Agreement shall outline the terms and the conditions of the Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule "A", Section A4.3 (h), (i) and (j).

Micro-Financing Administration

Micro-Financing is managed by the Recipient. This includes all financial administration, banking, and issuing of T4As.

D. INDIVIDUAL ELIGIBILITY AND SUITABILITY

SBEC PROGRAM	INDIVIDUAL ELIGIBILITY AND SUITABILITY
1. Starter Company Plus Initiative	<u>Eligibility</u> Individuals applying for the Initiative must satisfy the following eligibility requirements: • 18 years of age or older at the time of registration; • proposing starting a new company, expanding an existing company or buying a business in Ontario; • not attending school full time nor returning to school; • resident of Ontario; • Canadian citizen or permanent resident; • not enrolled in other provincial employment or self-employment related initiatives and programs that include or do not include financial assistance; and • not currently enrolled concurrently in any self-employment or entrepreneurship training/financing initiatives and programs offered by government funded organizations. <u>Suitability</u> While the Starter Company Plus Initiative is open to all eligible individuals, it is a training and mentoring initiative geared towards assisting those in need of business knowledge and support.

	Approval into the Starter Company Plus Initiative is competitive and eligible applicants may not all be accepted. As the Initiative aims to address local and/or regional economic development needs, the Recipient may prioritize participation based on specific industries and sectors.
2. Summer Company Initiative	<u>Eligibility</u> Individuals applying for the Initiative must satisfy the following eligibility requirements: • a student between 15 and 29 years old as of April 30 of each Funding Year (a parent or guardian must sign the application for applicants under 18); • starting a new eligible business (see Section "E" below); • attending school and returning to school in the fall (this includes full-time, part-time, homeschooling, e-learning, distance learning, apprenticeships, trade schools, etc.); • a resident of Ontario; • a Canadian citizen or a permanent resident; • not working at another job or attending school for more than 12 hours per week during the term of the project under the Initiative; • self-employed as defined by the Canada Revenue Agency; • able to work over the summer period: ◦ a minimum of 280 hours if a high school student ◦ a minimum of 420 hours if a post-secondary student • has not received funding from the Summer Company Initiative in the past. Under exceptional circumstances, exceptions may be granted by the Recipient.

E. ELIGIBILITY CRITERIA FOR A NEW BUSINESS UNDER THE SUMMER COMPANY INITIATIVE

SBEC PROGRAM INITIATIVE	BUSINESS ELIGIBILITY
Summer Company Initiative	<u>Eligible Youth must create a new business that meets the following criteria:</u> • A sole proprietorship or a corporation where the applicant will be the majority shareholder; • An independent business venture;

	• A new business, not previously registered or operated on an on-going basis; • Operates at arm's length from family business ventures; • Operates in Ontario; • Operates full-time as defined in the business plan; and • Follows government rules and regulations for operating a business. <u>Businesses that are not eligible:</u> • partnerships/co-operatives; • franchises; • distributorships; • incorporated businesses that are controlled directly or indirectly by a person who would not be an eligible Youth under the Summer Company Initiative; • business ventures that are subsidiaries or divisions of an existing business; • business ventures that are continuations of existing commercial endeavours; • commissioned sales; • multi-level marketing ventures; • single events such as a theatrical production, a DJ gig, a music concert, a dance/party event, a fundraiser, a sporting tournament, etc.; • businesses that are strictly pay per click; or • 1-900 businesses.
--	---

F. MICRO-FINANCING ENROLMENT ALLOCATION AND TIMELINES

1) Starter Company Plus Initiative

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Starter Company Plus Initiative	From April 1st to March 31st of each Funding Year or on a date specified by the Province	Min. 6 Approved Participants	\$30,000

2) Summer Company Initiative Allocation

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Summer Company Initiative	From January 1 to June 30 of each Funding Year or on a date specified by the Province	Max. 11 Approved Participants	\$33,000

Funds allocated to Micro-Financing must be spent on Micro-Financing for Summer Company Initiative Approved Participants and Starter Company Plus Initiative Approved Participants.

In accordance with Schedule "A", Section A4.4, certain relocations of Funds in the Budget are permitted.

Any unspent Funds including Micro-Financing per Funding Year must be returned to the Province.

G. PERFORMANCE METRICS

The Recipient is responsible for reporting on activities and outcomes of the SBEC Program through the collection and reporting of key performance measures identified by the Province. Definitions for the performance metrics listed below can be found on the Enterprise Centre Report web portal (<https://www.ontariocanada.com/ecr>).

1. Starter Company Plus Initiative	• Jobs Created • Completed Approved Participants • Businesses Started • Businesses Expanded • Dollar Value of Investment leveraged • Micro-Financing Issued • Businesses Purchased
2. Summer Company Initiative	• Businesses Started • Application Inquiries • Application Submissions • Approved Participants • Mentoring Hours /Training Hours • Completed Approved Participants • Approved Participant Defaults • Approved Participant Withdrawal • Jobs Created • Interest in pursuing entrepreneurship as a career option

Reporting timelines and formats are provided in Schedule "G" Reports.

H. SBEC PROGRAM PLAN AND OUTCOMES

Recipient Name: Sault Ste. Marie Economic Development Corporation

Components	Key Activity	Performance Metrics	Anticipated Results (Determine your Targets below)	Actual Interim Results	Actual Final Results
SBEC Program Outreach/Marketing/Events for all initiatives (Identify key steps to promote and market this SBEC Program to Audiences)	To increase awareness and participation, Millworks, through SSMECD's established network, will continue to actively promote its Summer Company and Starter Company Plus Programs to attendees at networking events, tradeshows, community events as well as to its social media audiences.	# Outreach Connections	20		
	Marketing Swag: Summer Company branded swag such as colourful sunglasses are purchased and given out at seminars and workshops to students in order to generate interest in the program. Starter Company Plus marketing materials like pens, usb drives, notepads and journals will also be used as giveaways.	# Events Hosted	15		
	Website and Social Media: A dedicated page on the Millworks website has been created that highlights the Summer Company program and showcases past Summer Companies. Similarly, a Starter Company Plus page is also being hosted on the Millworks website for people looking to apply or for more information about the program. Quick access buttons are also available on the homepage for applying to both the programs (https://themillworks.ca/)	# Events Attendance	250		
	Tradeshows, Events and Workshops: Millworks plans to continue hosting and sponsoring relevant business events in the community to use them as avenues to promote the programs and create awareness. Millworks will also continue its partnership with regional business centres and travel to host seminars and workshops about these programs.	# Mentorship matches	20		
	The key steps involved in the administration and delivery of this project are:	# Businesses Started	11		
SBEC Program Delivery for Summer Company Initiative (Outline key activities associated with the delivery of this initiative: Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing). Please specify local/region area and/or focus on special industry/sector.	Promotion - Millworks actively promotes this program through social media channels as well as dedicated seminars at the local University and College and High Schools in the Algoma Region. In addition, to create more awareness around the program, a dedicated booth has been acquired at the local University for the months right before the program starts. Branded swag and marketing materials are also handed out at these seminars and tradeshows to increase awareness about the program.	# Application Inquiries	17		
	Intake Process - Simple and clearly defined application requirements, consisting of an online application through the provincial portal and submission of business plan, has been adopted to ensure a smooth intake process. Each applicant that expresses interest in the program is sent a personalized email with more information about the program as well as the application process. Shortlisted candidates are then asked to submit required documents in order to be accepted into the program.	# Application Submissions	12		
	Review Process - The submitted applications are reviewed by staff by scoring each business plan and then scheduling intake interviews with each eligible candidate to go through the document checklist. During this interview, any questions about the program or submission process are also answered.	# Approved Participants	11		
	Training and Mentoring - Accepted participants have to go through mandatory training sessions. These sessions comprise of basic business topics like Bookkeeping, Customer Service, and Social Media Marketing. Millworks usually brings in experts like KPMG to deliver these workshops, which enables participants to network and build connections within the community for their respective businesses. Each student is also matched with an expert mentor for the duration of the program to assist them run their business smoothly. Millworks staff is also in regular contact with the participants throughout the summer to coach/mentor them.	# Mentoring Hours / Training Hours	10		
	Grant Financing - After each eligible candidate submits all the required documents, an initial cheque for \$1,500 is released to help them purchase supplies and get their business off the ground. After the summer, participants submit their final paperwork including receipts and update their online budget to receive their final cheque worth \$1,500.	# Completed Approved Participants	11		
		# Participant Defaults	0		
		# Participant Withdrawal	0		
		# Jobs Created	11		
		# Micro-Financing Issued	11		
		# Interest in pursuing entrepreneurship as a career option	5		
SBEC Program Delivery for Starter Company Plus Initiative (Outline key activities associated with the delivery of this initiative: Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing)	Program participants who have received hours of training	# Completed Approved Participants	20		
	Created business from being in the program	# Businesses Started	20		
	Expanded their business from being in the program	# Businesses Expanded	5		
	Number of businesses purchased from being in the program	# Businesses Purchased	1		
	Investment assumed for each participant	# Dollar Value of Investment leveraged	\$20,000		
	Number of grants awarded by the grant committee	# Micro-Financing Issued	6		
	Number of jobs created from being in the program	# Jobs Created	20		

Definitions

Key Activities: the actions that will be undertaken to implement the component during the project

Performance Metrics: how actions will be evaluated in accordance with the Project description and guidelines

SCHEDULE "D"

BUDGET

Recipient Name: Sault Ste. Marie Economic Development Corporation

FUNDING YEAR	2019/2020 Budget In Cash	2020/2021 Budget In Cash	2021/2022 Budget In Cash	TOTAL
PROJECT INITIATIVES EXPENSES				
Project Delivery (A)				
Project Delivery for Starter Company Plus Initiative (Salary and MERCS, mentoring, grant committee, workshops, outreach, events, marketing/advertising, and travel)	40667	35000	35000	
Project Delivery for Summer Company Initiative (Salary and MERCS, training, mentoring, workshops, outreach, events, marketing/advertising, and travel)	35000	30000	30000	
Subtotal (A)	75667	65000	65000	205667
Administration (B) (Max. 10% of total Expenses per Funding Year)				
Project Administration (Courier, Phone, Office supplies, Rent, and Audit at the end of the term)	0	0	0	
Subtotal (B)	0	0	0	0
Subtotal Expenses (A+B)	75667	65000	65000	205667
Micro Financing for Approved Participants				
Summer Company Initiative (C) with 11 grants	33000	33000	33000	
Starter Company Plus Initiative (D) with 6 grants	30000	30000	30000	
Subtotal Expenses (C+D)	63000	63000	63000	189000
TOTAL EXPENSES (A+B+C+D)	138667	128000	128000	394667
FUNDS				
Cash Contribution				
Cash Contributions from Municipality and Other Sources - Only consider cash contribution that can be audited (E)	31500	31500	31500	94500
Ministry Funds				
Maximum Funds per Funding Year from Ministry (F)	107167	96500	96500	300167
TOTAL FUNDS (E+F)	138667	128000	128000	394667

Note: The Recipient shall not make any changes to the Budget, except for certain changes that may be made in accordance with section A 4.4 of the Agreement.

See Schedule "I" for Eligible Expenditures for more details.

SCHEDULE "E"

SBEC PROGRAM GUIDELINES

SBEC Program Guidelines can be downloaded at
<https://www.ontariocanada.com/ecr/controller/ReportHelp>

SCHEDULE "F"
PAYMENT SCHEDULE

FUNDS PER FUNDING YEAR: \$96,500 (plus top up of \$10,667 in year one only) Maximum Funds: \$300,167		TERM: 3 Years
PAYMENT DATE OR MILESTONE	AMOUNT OF FUNDS	TOTAL DISBURSEMENT
Payment 1: Upon both parties signing the Agreement and receipt and approval by the Province of the insurance certificate required under Schedule "A", Article 10 on or before Feb 15, 2019.	Up to \$57,900 (up to 60% of Funds per Funding Year) plus \$10,667 top up funding	\$68,567
Payment 2: Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stories and Interim Report pursuant to Schedule "G" on or before November 15, 2019.	Up to \$38,600 (up to 40% of Funds per Funding Year) Less 10% of Funds per Funding Year for holdback	\$28,950
Payment 3: Upon receipt and approval by the Province of the Fiscal Year-End Report for the first Funding Year pursuant to Schedule "G" on or before April 15, 2020.	Up to \$57,900 (up to 60% of Funds per Funding Year)	\$57,900

Payment 4: Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2020.	Up to \$38,600 (up to 40% of Funds per Funding Year) Less 10% of funds per Funding Year for holdback	\$28,950
Payment 5: Upon receipt and approval by the Province of the Fiscal Year-End Report for the second Funding Year pursuant to Schedule "G" on or before April 15, 2021.	Up to \$57,900 (up to 60% of Funds per Funding Year)	\$57,900
Payment 6: Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2021.	Up to \$38,600 (up to 40% of Funds per Funding Year) Less 10% of funds per Funding Year for holdback	\$28,950
Payment 7: Upon receipt and approval by the Province of the Final Report and Audit Report on or before May 31, 2022 pursuant to Schedule "G".	Release of holdback: (10% of Funds per Funding Year from holdback)	\$28,950

SCHEDULE "G"

REPORTS

Name of Report	Due Date
1. Summer Company Initiative SCREEN Input Report	To be made available at all times during the term of the Agreement; and to be submitted on or before November 15 of each Funding Year
2. Proof of Insurance Report: • Proof of Insurance Certificate for each Funding Year	On or before February 15 of each Funding Year
3. Quarterly Report: • Enterprise Centre Reporting (ECR) on performance metrics/outcomes for Starter Company Plus Initiative	On or before 10 Business Days after the end of each quarter for each Funding Year: • Quarter #1: April 1 – June 30 • Quarter #2: July 1 – September 30 • Quarter #3: October 1 to December 31 • Quarter #4: January 1 to March 31
4. Summer Company Initiative success stories • Including the Summer Company Initiative: Release and Consent Form Assignment of Copyright and Waiver of Moral Rights Form attached as Schedule "O"	August 31 of each Funding Year
5. Interim Report: • Updated SBEC Program plan and outcomes chart and budget as of September 30 of each Funding Year • Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as of September 30 of each Funding Year per Schedule "H" to be signed by a senior officer • <i>French Language Services Act</i> (Ontario) Checklist attached as Schedule "M" to be signed by a senior officer.	By November 15 of each Funding Year
6. Fiscal Year-End Report • Updated SBEC Program plan and outcomes chart and budget as of March 31 of each Funding Year, except the last Funding Year	By April 15 of each Funding Year, except the last Funding Year

Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule "H" as of March 31 of each Funding Year, except the last Funding Year to be signed by a senior officer	
7. Final Report: - Updated SBEC Program plan and outcomes chart and budget as of March 31, 2022 - Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule "H" as of March 31, 2022 - To be signed by a senior officer	By May 31, 2022
8. Audit Report - Attached as Schedule "L". - To be prepared and signed by a chartered accountant.	By May 31, 2022
8. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting	May 31, 2022
9. Other reports or information requests	On a date or dates specified by the Province

REPORT DETAILS

1. Summer Company Initiative SCREEN Input Report

The Recipient shall complete and deliver by November 15 of each Funding Year the following table for the SCREEN Input Report:

SCREEN Input Report	Current Year
Number of Application Inquiries	
Number of Submissions	

Number of Approved Participants	
Number of Withdrawals <i>(Approved Participant withdrew after approval by the Recipient).</i>	
Number of Defaults <i>(Approved Participant did not complete his/her Summer Company Initiative business in accordance with the Summer Company Guidelines and his/her Summer Company Initiative Micro-Financing Agreement).</i>	

2. Proof of Insurance Report

Proof of Insurance Certificate to be supplied by the Recipient in accordance with Schedule "A", Article A10.0.

3. Quarterly Report

The Recipient shall report back to the Province quarterly in the Enterprise Centre Reporting (ECR) system as of the Effective Date through to and including the Expiry Date for Starter Company Plus Initiative on key performance metrics set out in Schedule "C", Section G.

4. Summer Company Initiative Success Stories

All Summer Company Initiative success stories shall be submitted electronically to summer.company@ontario.ca unless otherwise directed by the Province.

The Recipient shall submit success stories equaling to at least 10% of the total number of the Summer Company Initiative Approved Participants.

The success stories shall include a description of the Approved Participants business and experience with the Summer Company Initiative; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

- Should be action shots or should show the student displaying his/her business product or service;

- Should **NOT** include a **third party**;
- Must be **HIGH Resolution File** (see below); and
- Must be saved as First_LastName_City of ProgramProvider.JPEG (for example: John_Doe_Windsor).

	High Resolution File	Size (Mb) / Picture
Photo Requirements:	> 1000x1400 pix	> 1.0 MB

The Recipient will ensure that for each success story submission (comprised of (i) the story describing the student's Summer Company Initiative participation; and (ii) photograph(s) of the student participant), the following completed and signed forms (all of which are accessible through SCREEN and attached as Schedule "O") shall accompany each submission and will be provided to the Province:

- Release and Consent Form signed by the Approved Participant (if the Approved Participant is a minor then signed by his or her guardian);
- Assignment of Copyright (Part 1 of 2): two copies completed, and duly signed and witnessed by the (i) storywriter; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself); and
- Waiver of Moral Rights (Part 2 of 2): two copies completed, and duly signed and witnessed by the (i) storywriter; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself).

5. Interim Report

The Interim Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of September 30 of each Funding Year. Any actual or anticipated variances in the Budget that comply with Schedule "A", Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as Schedule "H" to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule "A", Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).
- French Language Services Act (Ontario) Checklist attached as Schedule "M" to be signed by a senior officer.

6. Fiscal Year-End Report

The Fiscal Year-End Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of March 31 of each Funding Year, except the last Funding Year. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

7. Final Report

The Final Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget, as of March 31, 2022. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

8. Auditor’s Certificate

The Recipient will provide the Province with an Auditor’s certificate in the form of Schedule “L”.

- To be prepared and signed by a chartered accountant.

8. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting

Pursuant to Schedule "A", Section A4.3(i)(ii) and in accordance with the Micro-Financing Agreement, the Recipient shall provide the stipulated post-SBEC Program reporting.

9. Other reports or information requests

The Province will specify the timing and content of any other reports that the Recipient may be required to submit, to the satisfaction of the Province.

SCHEDULE "H"

REQUEST FOR PAYMENT AND CERTIFICATE

TO: The Ministry of Economic Development, Job Creation, and Trade

FROM: Recipient to fill out.

RE: Request for Funds for the Period Ending: _____

1. REQUEST FOR FUNDS		
A. Amount requested:		
	SBEC Program Delivery (A) and Administration (B) requested:	\$
	Micro-Financing for Approved Participants requested for Summer Company Initiative (C):	\$
	Micro-Financing for Approved Participants requested for Starter Company Plus Initiative (D):	\$
	Total Requested (A+B+C+D):	\$
B. Actual interest* earned on all Funds this Funding Year to date:		\$
<i>*interest will be deducted at the end of each Funding Year</i>		
2. ACTIVITIES AND OUTCOMES REPORT		
a. Quarterly Reporting on performance metrics/outcomes have been reported on Enterprise Centre Reporting (ECR):		
	Yes	No
b. Progress against planned key activities and performance metrics is on track (SBEC Program plan and outcomes chart):		
	Yes	No
If no, explain delays and/or deficits and actions that will be taken to address them:		
c. Please describe the main activities & outcomes (Max. 1000 words).		

2. BUDGET REPORT		
Budget allocation for this Funding Year has been expended as planned:		
	Yes	No
If no, provide rationale for Budget variances that are not in accordance with Schedule "A", Section A4.4 and actions that will be taken to address them:		
3. SBEC PROGRAM NARRATIVE REPORT (to be reported for the Final Report ONLY)		
Briefly describe key outcomes, successes to date such as media attention, regional connections established, SBEC Program improvements, etc. (Max 1000 words).		

I, **<Enter (name), (title) of senior officer>** of the Recipient, on behalf of the Recipient, hereby certify that:

1. To the best of my knowledge, information and belief, and after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the Agreement and that no material changes have been made to the SBEC Program or Budget, as such terms are defined in the Agreement;
2. On and as of the date hereof, the unspent balance of Funds for the period ending **<enter day/month/year >** is \$**●**.
3. On and as of the date hereof, the revenues and expenditures for the period ending **<Enter day/month/year >** are accurately reported and that all Funds were spent in accordance with the terms of the Agreement;
4. On and as of the date hereof, the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures per Schedule "I"; and

5. On and as of the date hereof, the attached Reports, namely (Activities and Outcome Report, [and] Budget Report [and SBEC Program Narrative Report [include for Final Report only]]) are true and accurate.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE "I"

ELIGIBLE EXPENDITURES

Eligible and Ineligible Expenditures

Eligible Expenditures must be directly related to the delivery of the SBEC Program and Budget and not of a nature which would have been incurred by the Recipient in the normal course of business. Documentation for all expenditures must be kept on file for audit purposes. The Province reserves the right to make a determination on the eligibility of expenditures submitted for reimbursement. In the event of any interpretation issues regarding the eligibility, valuation or other matter regarding expenditures, the decision of the Province shall be final and determinative. Expenses not described in the categories set out in this document require prior written approval of the Province in order to be considered Eligible Expenditures.

Eligible Expenditures

Eligible Expenditures include, but are not limited to:

- SBEC Program administration and overhead (not to exceed 10% of amount budgeted for the SBEC Program expenses as described in the Budget) pursuant to Schedule "A", Section A4.4(c)(i).
- Travel costs to attend business meetings within Ontario related to the administration of the Agreement or to attend meetings that the Province convenes or supports, all of which shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the Province's *Travel, Meal and Hospitality Expenses Directive* a summary of which is attached in Schedule "J".
- Professional fees, including legal and audit fees: a) directly related to and required for the management of the SBEC Program or b) to conduct the activities and services relating to the SBEC Program as described in the Budget. Costs are not to exceed demonstrated fair market value.
- Costs related to work performed by companies or individuals that contribute to the delivery of the SBEC Program. Consulting or other services directly related to the delivery of the SBEC Program must be costed at demonstrated fair market value or less.
- Telecommunication fees including connectivity charges directly related to and required for the management of the SBEC Program.
- Staff training costs directly related to delivery of the SBEC Program.
- Development, marketing and delivery expenditures.
- Training delivery directly related to the development and delivery of the SBEC Program, all of which shall be subject to the Recipient's guidelines on travel, meal and hospitality

expenses provided that such guidelines are no less stringent than the Province's *Travel, Meal and Hospitality Expenses Directive*.

- 'Salary and MERCs' which are pro-rated to the time spent directly on the delivery of the activities and services relating to the SBEC Program as described in the Budget.
- Travel costs to meet with potential partners or stakeholders within Ontario required in the development of the SBEC Program and in connection with activities and services relating to the SBEC Program as described in the Budget.
- Marketing materials and related communication costs if directly related to the activities and services relating to the SBEC Program as described in the Budget.
- Information and marketing session costs required to deliver the SBEC Program. Facility and equipment rental fees and utilities used to support the delivery of the SBEC Program, and not of a nature which the proponent would incur in the normal course of business, and which are demonstrably incremental to the delivery of the SBEC Program.

Ineligible Costs

The Funds cannot be used towards the following costs:

- Costs related to referral fees for consultants.
- Costs related to professional consultations by law firms or lawyers and accounting firms or accountants.
- Costs related to the development of the application for funding under this Agreement.
- Costs not directly associated with the delivery of the SBEC Program or directly required to meet the deliverables of the SBEC Program.
- Administrative salaries, except for SBEC Program management costs covered under SBEC Program administration and SBEC Program delivery.
- Out-of-province travel costs.
- Capital expenses, including but not limited to, land, buildings, leasehold improvements.
- Costs related to activities not related to the SBEC Program.
- Annual membership fees to associations.
- Stipends for Approved Participants.
- Costs incurred prior to the Effective Date or after the Expiry Date.
- Expenses or fees payable to organizations located outside of Ontario.
- Debt reduction charges.
- Bonuses.

SCHEDULE "J"

SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

TRAVEL – ALL EXPENSES MUST BE DIRECTLY RELATED TO THE SBEC PROGRAM

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares
- Prior Province approval must be obtained

Train: Travel by train is permitted when it is the most practical and economic way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical, economical way to accommodate the person:

- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted

- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.
- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be “bundled” into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel “Bed & Breakfast” option where the cost of the room and breakfast are economical.

Meal Rates in Canada Including Taxes and gratuities

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- Recommended gratuities are 10%–15% on a restaurant meal.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims and Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.
- To consult with the Province’s Travel, Meal and Hospitality Expenses Directive, dated January 1, 2017 as may be amended from time to time (“Travel Directive”) please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

IN THE EVENT OF ANY INCONSISTENCIES IN THE ABOVE SUMMARY AS COMPARED TO THE CURRENT VERSION, THE TRAVEL DIRECTIVE SHALL PREVAIL.

SCHEDULE "K"

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL FOR ALL INITIATIVES UNDER SBEC PROGRAM

1. The Recipient shall provide to the Province, prior to public release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
2. The Recipient shall advise the Province's staff (to be designated by the Province) of any upcoming (positive or negative) announcements or advertising campaigns related to the Recipient's activities as described in the SBEC Program and Budget (e.g. news release, news conference, awards, bankruptcies, etc.) and, at the Province's option, provide the Province with the opportunity to participate or be present at these announcements. The Recipient will provide the Province with a minimum of ten (10) Business Days prior written notice of such announcements or advertising campaigns.
 - (a) The Recipient will not make any public announcement related to the Recipient's SBEC Program related activities or services without the prior approval of the Province.
 - (b) The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
 - (c) The Recipient will comply with any direction of the Province in respect of the Recipient's use of any official logos of the Province on any of the Recipient's websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (d) The Recipient will prominently display information about the SBEC Program on any of its websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (e) The Recipient will include information about the SBEC Program prominently displayed on its website, including promotional material and instructions for accessing the SBEC Program, with links to websites identified by the Province.

Confidentiality

- A. The Province is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions. Section 17 of the Act provides an exemption for third party information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information that has been implicitly or explicitly supplied in confidence to Ontario, the disclosure of which to a person other than a party to this Agreement could reasonably be expected to:

- (i) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Recipient; or
 - (ii) result in undue loss to the Recipient.
- B. Any trade secret or any scientific, technical, commercial, financial or labour relations information submitted to the Province in confidence should be clearly marked.
- C. The Recipient is advised that the names and addresses of Approved Participants, and if applicable, any amount of Micro-Financing and the purpose for which the Micro-Financing is being granted is information to be made available to the Province upon request.

SCHEDULE "L"
AUDITOR'S CERTIFICATE

TO: **[Instructions: insert legal name and address of Recipient and contact person]**

CC: Ministry of Economic Development, Job Creation and Trade
Commercialization and Scale-up Networks Branch
2 Queen East, 3rd Floor
Toronto, Ontario, M5C 3G7

Attention: Manager

RE: **Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade ("Ontario") and [Instructions: insert legal name of Recipient] (the "Recipient") dated effective MONTH DAY, 20XX (the "Agreement")**

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

We have audited the accompanying Schedules (the "Schedules") which comprise a summary of the financial and reporting provisions of the Agreement and other explanatory information, relating to the Auditor's Certificate dated **[insert date]**. **[Instructions to staff: Recipient to fill out]** for the period **[*] to [*]** **[Instructions to staff: Recipient to fill out]**. The Schedules have been prepared by management of the Recipient based on the Final Report (Schedule "G") provisions of the Agreement.

Management's Responsibility for the Schedules

Management of the Recipient is responsible for the preparation of the Schedules in accordance with the Final Report requirements of the Agreement, and for such internal control as management of the Recipient determines is necessary to enable the preparation of the Schedules that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the

audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules.

The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misinformation of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the management's preparation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Recipient's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

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

Opinion

In our opinion, the Schedules for the period ● to ● [Instructions to staff: Recipient to fill out] is prepared, in all material respects, in accordance with the Final Report provisions of the Agreement.

Basis of Accounting Restriction on Distribution and Use

Without modifying our opinion, we draw attention to the note to the Schedules, which describe the basis of accounting. The Schedules are prepared to assist the Recipient to comply with the financial and project reporting provisions of the Agreement. As a result, the Schedules may not be suitable for another purpose. Our report is intended solely for the Recipient and Ontario and should not be distributed to or used by parties other than the Recipient and Ontario.

DATED: _____

Signed

Chartered Accountant [Instructions to staff: Recipient to insert name of chartered accountant. To be dated and signed by Chartered Accountant]

SCHEDULE "M"

FRENCH LANGUAGE SERVICES ACT (ONTARIO) CHECKLIST

DATE: <enter day/month/year >
TO: Ministry of Economic Development, Job Creation and Trade (the "Province")
FROM: <Enter legal name of Recipient> (the "Recipient")
RE: Agreement between the Province and the Recipient dated April 1, 2019 (the "Agreement")

The *French Language Services Act* (Ontario) (the "FLSA") checklist for the provision of services in French in areas designated under the FLSA was introduced to facilitate the accountability and the active offer of services in French by the Recipient.

DESIGNATED BILINGUAL AREA

YES NO

☐ ☐ Is the Recipient located in/serving a designated bilingual area (DBA)?

SIGNAGE

Requirements:

The signage must state that French Language Services (FLS) are available.

Recipient located in/serving DBAs is required to display two signs:

- 1. Reception desk (which can be the bilingual banner); and*
- 2. Front door (which can be a sticker).*

YES NO

☐ ☐ Does the Recipient have bilingual signage at the Reception Desk?
☐ ☐ Does the Recipient have bilingual signage at the Front Door?

☐ ☐ Does the Recipient have bilingual signage installed on the directory list / tabletop sign of the building?

☐ ☐ Does the Recipient have promotional posters in both English and French (including electronic message boards)?

Additional Comments:

RECEPTION

Requirement: Recipient located in/serving Designated Bilingual Areas must have a reception protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community, including greeting participants with a bilingual greeting, such as "Bonjour, may I help you?" and continue to provide services in the language selected once the client has responded to the greeting.

YES NO

☐ ☐ Does the Recipient offer choice of official languages to clients?

☐ ☐ Does the Recipient answer all calls in both English and French?

☐ ☐ Does the Recipient without centralized reception-train all staff to use a bilingual greeting? If a response is received in French, the staff should respond with "Un moment s.v.p." while they call or find a bilingual clerk to assist the client.

☐ ☐ Does the Recipient have a back-up plan and resources to ensure continuity of services?

Additional Comments:

VOICEMAIL

Requirement: Recipient located in/serving DBAs must have bilingual voicemail.

YES NO

- ☐ ☐ Does the Recipient have bilingual voicemail?
- ☐ ☐ Does the voicemail provide the name of a bilingual consultant?

Additional Comments:

CONSULTATION

Requirement: Recipient located in/serving DBAs must have a consultation protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community.

YES NO

- ☐ ☐ Does the Recipient offer access to bilingual consultations?
- ☐ ☐ Does the Recipient provide access to bilingual consultations in-house?
- ☐ ☐ Does the Recipient use the services of the Small Business Services?
- ☐ ☐ Does the Recipient use the services of another bilingual delivery partner?
- ☐ ☐ Does the Recipient use the services of a 3rd party?

Additional Comments:

WEBSITE

Requirement: Recipient located in/serving DBAs must have a website that provides clear information about the availability of FLS, and how and where FLS can be obtained.

All information on the internet regarding services offered in French is considered information to the public and must be provided in English and French

YES NO

- ☐ ☐ Does the Recipient have a website that clearly indicate information about FLS services availability and how to access them? Are the descriptions of the services available in French?

- ☐ ☐ Does the Recipient provide the name of a bilingual contact on the website?
- ☐ ☐ Is the information posted on the website of the Recipient regarding the SBEC Program provided in both English and French?

Additional Comments:

MATERIALS (FORMS/PAMPHLETS/PUBLICATIONS/BROCHURES)

Requirement: All material regarding services offered in French displayed and provided at service locations of the Recipient located in/serving DBAs must be bilingual or available in both English and French

YES NO

- ☐ ☐ Is the material regarding services offered in French is available in both English and French?

Additional Comments:

OTHER

Requirement: Recipient located in/serving DBAs must have a FLS framework or any similar mechanism to ensure quality services in French .

YES NO

- ☐ ☐ Does the Recipient answer all French correspondence (letters and emails) received in French in French?
- ☐ ☐ Does the Recipient use the services of professional translators to ensure quality translations

☐ ☐ Does the Recipient provide services at the advanced or superior level of French proficiency?

☐ ☐ Does the Recipient ensure that staff and management receive training/orientation on FLS legislation and requirements?

Additional Comments:

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that, on an as of the date hereof, the information set out in this Schedule is accurate and true.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this • day of •, 20••.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE "N"

SUMMER COMPANY INITIATIVE: INFORMATION MANAGEMENT AND PRIVACY PROVISIONS

1.0 Definitions

- 1.1 For the purposes of this Schedule, capitalized terms not defined below shall have the meanings ascribed to them in the Agreement:
- (a) "**Copies**" means duplication, in any medium, of data contained in or derived from SCREEN;
 - (b) "**Guarantor**" means the parent or legal guardian of a Summer Company Initiative Approved Participant who is a minor and matched with the Recipient for the purposes of participating in the Summer Company Initiative;
 - (c) "**Participant**" means a Youth applicant or a Summer Company Initiative Approved Participant as the case may be;
 - (d) "**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended;
 - (e) "**Personal Information**" has the same definition as in subsection 2(1) of FIPPA;
 - (g) "**Summer Company Cycle**" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Summer Company Initiative;
 - (h) "**Summer Company-related information**" means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Summer Company Initiative. Summer Company-related information includes, but is not limited to reports, studies, promotional and marketing materials.
 - (i) "**SCREEN**" means the Summer Company Initiative registration, eligibility and evaluation network web-based system that allows Participants to submit applications and participate in the Summer Company Initiative, and that allows the Recipient to administer and manage the Summer Company Initiative online.

2.0 Disclosure of Personal Information contained in SCREEN to the Recipient

- 2.1 The Province will provide the Recipient with access to Personal Information of the Participant and the Guarantor as applicable contained in SCREEN when the Recipient requires this information to deliver the Summer Company Initiative.
- 2.2 In accessing the SCREEN database, the Recipient must comply with the Province's Acceptable Use Policy, attached as Exhibit "A".
- 2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from SCREEN.
- 2.4 The Province will only provide Personal Information to the Recipient to the extent this disclosure is authorized by the person who provided the information to the Province.

3.0 Personal Information the Recipient collects from a Participant

- 3.1 When the Recipient is required to collect Personal Information from a Participant (and Guarantor if applicable), the Recipient shall only collect as much Personal Information as is necessary to administer, promote and advertise the Summer Company Initiative and notify Participants about other programs of the Province.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 Without diminishing any other security obligations, if the Recipient is required to collect a Participant's or Guarantor's social insurance number and enter it into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.4 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer, promote and advertise the Summer Company Initiative, or notify Participants about other programs of the Province.
- 3.5 The Recipient will collect Personal Information in accordance with and otherwise comply with the Province's Privacy Policy, attached as Exhibit "B".
- 3.6 The Recipient shall ensure that all Participants that provide the Recipient with Personal Information that is entered into SCREEN have authorized the Province to use this Personal Information for the purpose of administering, promoting and advertising the Summer Company Initiative and have notified Participants about other programs of the Province, subject to the Province's Privacy Policy (Exhibit "B" below).

- 3.7 The Recipient shall notify Participants that they will be able to opt-out of receiving future promotional communications from the Province.

4.0 Disposal and Retention of Personal Information

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Summer Company Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and shall comply with any additional destruction requirements provided by the Province.
- 4.2 Upon completion of the Summer Company Cycle, the Recipient shall retain all Summer Company-related information in its possession for a period to be determined by the Province.

5.0 Access and Security

- 5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.
- 5.2 The Recipient shall:
- (a) Secure and protect all Personal Information and Summer Company-related information in its possession from unauthorized access, disclosure or destruction.
 - (b) Ensure that all non-electronic Personal Information and Summer Company-related information in its possession is:
 - (i) stored in locked cabinets;
 - (ii) maintained in a secure, supervised location; and
 - (iii) accessed only by individuals who have authorization to do so.
 - (c) Ensure that all electronic Personal Information and Summer Company-related information in its possession is stored on computers to which:
 - (i) the public does not have access; and
 - (ii) access is restricted by user ID and password.
- 5.3 The Recipient agrees to implement any other specific security measures that are specified by the Province and that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security

and integrity of Personal Information and Summer Company-related information generally.

- 5.4 The Recipient shall report any known or suspected data breach to the following individual:

Attention: Manager, Relationships and Contract Management

Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 3rd Floor

Toronto, ON M5C 3G7

Telephone: 416-817-4032

E-mail: summer.company@ontario.ca

6.0 Audit

- 6.1 The Province reserves the right to audit the Summer Company Initiative activities of Recipients in order to assess and verify compliance with the terms and conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.
- 6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

7.0 Requests, Questions and Complaints

- 7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development, Job Creation and Trade's FIPPA Coordinator.
- 7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

EXHIBIT "A" TO SCHEDULE "N"

ACCEPTABLE USE POLICY

1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy ("Policy") is to provide a set of principles and practices governing all users of the Province's "SCREEN" web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Province.

This Policy is intended to prevent:

1. Unauthorised collection, use and disclosure of Personal Information;
2. The misuse of SCREEN and of any computer resources used to access SCREEN;
3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and any security Breach.

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

"Back Office" means the SCREEN application interface used to manage and administer the Summer Company Initiative.

"Breach" means breaking or neglect of a policy or procedure, duty, contract, or someone's privileged rights resulting in the unauthorized access to sensitive information.

"End User" means any user with either a "Head Office" or "Officer" account that permits access to the SCREEN Back Office. "Officer" accounts are to Summer Company Providers by the Province.

"Front Office" means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Initiative.

"Summer Company Provider" means the entities who deliver the Summer Company Initiative including the Recipient.

"Security Breach" means the unauthorized disclosure of classified information, or the loss, theft, or deliberate damage of sensitive material assets.

2. SCOPE

This Policy applies, without exception, to all Ontario Government employees and Program Providers, assisting in the administration of the Summer Company Initiative, who have access to the SCREEN Back Office.

This Policy's scope does **not** apply to the SCREEN Front Office.

3. GENERAL USE

- (a) For security and network maintenance purposes, the Province may periodically authorize the monitoring of equipment, systems and network traffic.
- (b) The Province has the authority to periodically perform a network and system audit or an audit of a Summer Company Provider's facilities to ensure compliance with this Policy.

4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Province staff and Summer Company Providers with "Head Office" and "Officer" accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Summer Company Initiative.
- (c) Personal Information contained in SCREEN shall be used and disclosed only in accordance with the notification provided by the individual to whom the Personal Information relates, or in accordance with any other authorization provided by the individual. All notices of collection for the Summer Company Initiative shall state that Personal Information is collected for the purposes of administering, advertising and promoting the Summer Company Initiative and contacting Participants about other programs of the Province.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.
- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.
- (f) All End Users must adhere to the following SCREEN password rules:
 - (i) A password must have a minimum length of 8 characters.
 - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").
 - (iii) Passwords must be changed following each Summer Company Initiative launch date.
- (g) Summer Company Providers must ensure that security safeguards, such as anti-virus and anti-spyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Attention: Manager, Relationship and Contract Management,
Commercialization and Scale-up Networks Branch
Ministry of Economic Development, Job Creation and Trade
2 Queen East, 3rd Floor
Toronto, Ontario, M7A 1N3
E-mail: summer.company@ontario.ca

5. UNACCEPTABLE USE

The following activities are **strictly prohibited**:

- (a) Engaging in illegal activities while using the Province resources.
- (b) Engaging in a personal business while using the Province resources.
- (c) Unauthorised copying, use, or disclosure of Summer Company Initiative data in any medium.
- (d) Revealing any technology, such as SCREEN programming code and technical information, without prior approval by the Province (senior management approval).
- (e) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (f) Revealing an account password to others or allowing others to use that account.
- (g) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.
- (h) Using the Province's computer resources to engage in acts of harassment.
- (i) Using any Province account to commit fraud.
- (j) Effecting or failing to report a known or suspected security Breach.
- (k) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

6. POLICY COMPLIANCE

- (a) A violation of this Policy by any Province employee or employee of the Government of Ontario, acting on the Province's behalf, may result in disciplinary action and/or investigation as needed.
- (b) A violation of this Policy by a Summer Company Provider may result in the termination of its contract in accordance with its terms.

EXHIBIT "B" TO SCHEDULE "N"

PRIVACY POLICY

PROTECTING PERSONAL INFORMATION

The Province has adopted the following Privacy Policy (the "Policy") and practices for the collection, use and disclosure of personal information that is contained in applications submitted through the Summer Company Initiative, or otherwise relates to the Summer Company Initiative. The purpose of this Policy is to explain how the Province safeguards the personal information provided in connection with the Summer Company Initiative. The Province is also subject to the [*Freedom of Information and Protection of Privacy Act, 1990*](#) ("FIPPA"), which governs the collection, use, and disclosure of personal information by the Province.

This Policy applies to Summer Company Providers.

The Province has the right to change this Policy at any time without notice.

DEFINITIONS

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

"**Summer Company Provider**" means the entities who deliver the Summer Company Initiative including the Recipient.

POLICY PRINCIPLES

1. Accountability

- (a) The Province is responsible for the protection of Personal Information under its custodianship and control, in accordance with FIPPA, Part III, Protection of Individual Privacy.
- (b) The Province administers its portion of the Summer Company Initiative in accordance with the legal authority of the Province under the *Ministry of Economic Development and Trade Act*.
- (c) The Province has designated the Freedom of Information Coordinator with the responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.

- (d) All Province and Summer Company Provider employees shall limit access to Personal Information to those individuals who have a need to know such information to administer the Summer Company Initiative.
- (e) This Policy applies solely to information collected by the Province or Summer Company Providers in connection with the Summer Company Initiative.

2. Identifying Purposes

- (a) The Province and Summer Company Provider collect, use and disclose Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Summer Company Initiative and contacting Participants about other initiatives of the Province.
- (b) The Province and Summer Company Provider identify the purposes for which Personal Information is collected at or before the time the information is collected.

3. Consent

- (a) The Province and Summer Company Provider collect, use, or disclose Personal Information only with the knowledge and consent of the Participant or to whom the Personal Information relates, or with the knowledge and consent of his/her Guarantor, except where required or permitted by law.
- (b) Consent is not obtained through deception.
- (c) Notice of Collection is provided at the time of or prior to the collection of Personal Information.
- (d) The Participant or his/her Guarantor may withdraw his/her consent to the collection, use or disclosure of his/her personal information at any time, on reasonable notice. Withdrawing consent may result in withdrawal from the Summer Company Initiative and the Participant will not be permitted to make another Summer Company Initiative application in any future Funding Year.
- (e) In the event that the Participant or his/her Guarantor withdraws his/her consent, the Province will erase all the Participant's or Guarantor's Personal Information from the Summer Company Initiative information bank, unless there is an overriding legal requirement to retain the information.

4. Limiting Collection

- (a) The collection of Personal Information is limited to those purposes necessary for administering, promoting and advertising the Summer Company Initiative and contacting Participants.
- (b) The Province and Summer Company Provider collect personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

- (a) The Province and Summer Company Provider do not use or disclose Personal Information for purposes other than those for which it was collected, except with the express consent of the Participant or his/her Guarantor, or as required or permitted by law.
- (b) The Province retains Personal Information as long as necessary to fulfill the Summer Company Initiative's requirements, or as required by law.

6. Accuracy

- (a) The Province ensures, to the best of its ability, that Personal Information in its custody is accurate, complete and up-to-date.
- (b) To request a correction to one's own Personal Information after the completion of a Summer Company Cycle, contact the Freedom of Information Coordinator as described in section 10 below.

7. Safeguards

The Province and Summer Company Provider protect Personal Information in their custody by the following safeguards:

- (a) Physical (e.g. locked filing cabinets, restricted access, appropriate disposal of personal information).
- (b) Organizational (e.g. security clearances, access only on a "need to know" basis, employee training).
- (c) Technological (e.g. passwords, data encryption).

8. Openness

The Province may make available, upon a request in writing or by e-mail to the Freedom of Information Coordinator, the following information:

- (a) a description of the type of Personal Information held by the Province, including a general account of its use,
- (b) what Personal Information is made available to other organizations.

9. Individual Access

- (a) After the completion of a Summer Company Cycle, a Participant or his/her Guarantor **cannot** access his/her Personal Information via the Web Site. All requests for access to one's own Personal Information must therefore be submitted to the Freedom of Information Coordinator as described in section 10 below.
- (b) Access requests are governed by FIPPA and access is subject to the limits and exceptions outlined in FIPPA.
- (c) The Province will normally respond to the requester within 30 days after receiving a request.
- (d) The Province may, however, extend the thirty day time limit in certain circumstances.
- (e) A Participant or his/her Guarantor may request a correction of his/her Personal Information where the individual believes there is an error.

10. Requests, Questions and Complaints

Please contact the Freedom of Information Coordinator **in writing or by e-mail** at the address below if:

- (a) You have any questions or complaints about the Province's privacy policies and practices;
- (b) You wish to request access to or a correction of your Personal Information:

Freedom of Information Coordinator
Ministry of Economic Development, Job Creation and Trade
Corporate Services Division
18th Floor, 56 Wellesley St W
Toronto, ON M7A 2E7
Telephone: 416-325-8776
E-mail: alma.beard@ontario.ca

SCHEDULE "O"

SUMMER COMPANY INITIATIVE: RELEASE AND CONSENT FORM, ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS FORM

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du
Développement
économique,
de la Création d'emplois et
du Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



RELEASE AND CONSENT FORM

I _____, consent to the collection, use and disclosure of personal information in regards to my participation in the Summer Company Initiative including but not limited to financial and credit information. Personal information is collected under the authority of the *Ministry of Economic Development and Trade Act*, RSO. 1990 c. M. 27, as amended and will be used for the purposes of administering and advertising the Summer Company Initiative and contacting applicants about future initiatives. I consent to the disclosure of my personal information to Summer Company Initiative providers and other ministries for the purposes of administering, promoting and advertising the initiative and contacting student applicants. Questions about the collection of personal information can be directed to the Freedom of Information Co-ordinator, Ministry of Economic Development, Job Creation and Trade, Corporate Services Division, 18th Floor, 56 Wellesley St W, Toronto, ON M7A 2E7 (e-mail: alma.beard@ontario.ca).

Without limiting the generality of the foregoing, I allow the Ministry of Economic Development, Job Creation and Trade to use my personal information including my name, my image and/or a description of my summer job for the purposes of promoting the Summer Company Initiative, in media communications of any kind produced by or on behalf of the Ontario government. I understand and agree that media communications will include but not necessarily be limited to: the Ministry of Economic Development, Job Creation and Trade's website; social media such as Twitter, Facebook, LinkedIn, YouTube, etc.; newspaper/magazine articles; photos;

brochures; and advertisements. I waive any right to inspect or approve the finished media communications.

I agree to waive any and all rights that I may have to use the information and images referred to in this form and agree that any such information and images shall hereafter remain the exclusive property of the Ministry of Economic Development, Job Creation and Trade. Use of the information and images will be made without any acknowledgement or payment to me.

I release and agree to hold harmless the Ministry of Economic Development, Job Creation and Trade, its employees, representatives, agents and assigns, from all actions, claims and demands arising from the Ministry's use and disclosure of my image, my name and/or a description of my summer job in the production, reproduction or distribution of any of the media communications.

I have read this Release and Consent and the Notice of Collection under the *Freedom of Information and Protection of Privacy Act* before signing below, and I understand the contents.

Date

Name of student (please print)

Signature of Student

Address

The following is to be completed for Summer Company Initiative participants under 18 years of age.

I hereby certify that I am the parent or guardian of the above-named minor participant who is under the age of 18 years. For the consideration above, I consent that any images of the minor, recordings of the minor's voice, use of the minor's name and/or descriptions of the minor's participation in the Summer Company Initiative which have been or are about to be recorded by or on behalf of the Ministry, may be used and disclosed by it for the purposes and under the rights set out above, signed by the minor, with the same force and effect as if executed by me.

Date

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

Address

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du
Développement
économique,
de la Création d'emplois et
du Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



Summer Company Initiative - Success Stories Submissions

Instructions for completing the Assignment of Copyright and Waiver of Moral Rights forms:

Each Success Story submission, which includes a story and photograph(s) of the Summer Company Initiative participant, will be accompanied by the attached Assignment of Copyright form and Waiver of Moral Rights form that has been completed and signed by the “storywriter” and “photographer” for each submission. The Summer Company Initiative participant him/herself or other person(s) may be the “storywriter” and/or “photographer”. The “storywriter” is the author of the story describing the student’s participation in the Summer Company Initiative. The “photographer” created the image(s) depicting the student’s participation in the Summer Company Initiative.

Prior to Success Story submission:

The “storywriter” will complete and duly sign, and have witnessed:

- (i) two original copies of the Assignment of Copyright form; and
- (ii) two original copies of the Waiver of Moral Rights form.

The “photographer” will do the same, even if the “storywriter” and “photographer” is the same person. Where the “storywriter” or “photographer” is a minor, the parent or guardian will also duly sign the two original copies of the Assignment of Copyright form and of the Waiver of Moral Rights form.

To accompany each Success Story submission:

The “storywriter” and “photographer” will each submit an Assignment of Copyright and Waiver of Moral Rights in respect of their “story” and “photograph(s)” respectively – for a total of four original forms to accompany each Success Story submission to the Recipient.

The “storywriter” and the “photographer” will each keep an original copy of the two forms.

Page 78 of 80

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

ASSIGNMENT OF COPYRIGHT (Part 1 of 2)

THIS ASSIGNMENT made in duplicate as of (insert date) _____.

The undersigned agrees to assign and now does assign and transfer unto the Queen's Printer for Ontario all of the undersigned's right, title and interest in and to the copyright in Canada and internationally of the following original work(s):

- For stories: list the story describing the student's participation in the Summer Company Initiative (include participant's name/summer job and name of storywriter if different from participant) in which copyright is being assigned; attach the text
- For images: list the photograph(s) featuring action shot of student or display of product with student and no third parties (include participant's name/summer job and name of photographer if different from participant) in which copyright is being assigned to the Crown; attach photocopy of each image

for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ASSIGNMENT.

Date

Signature of Assignor
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if Assignor is a minor)

Date

Signature of Witness

[If the Assignor is a corporation, use the signature block below]

Name of corporation: _____

Authorized signature: _____

Name (please print): _____

Title: _____

Date: _____

I have authority to bind the corporation.

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

WAIVER OF MORAL RIGHTS (Part 2 of 2)

THIS WAIVER OF MORAL RIGHTS is made in duplicate.

I, _____, the author of the story describing the student's participation in the Summer Company Initiative / the photographer of the image(s) depicting the student's participation in the Summer Company Initiative (please underline author or photographer as applicable) described in an assignment of copyright dated _____, signed by me in favour of the Queen's Printer for Ontario ("the Crown"), expressly, irrevocably and without restriction, waive in favour of the Crown and all sublicensees and assignees all my Moral Rights with respect to all such stories / photographs.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights.

Date

Signature
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if storywriter/photographer is a minor)

Date

Signature of Witness