



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

Monday, January 13, 2025

5:00 pm

Council Chambers and Video Conference

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

Pages

1. Land Acknowledgement

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

2. Adoption of Minutes

15 - 47

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of December 2, 2024 and Budget Meeting of December 9, 2024 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the Agenda for January 13, 2025 City Council Meeting as presented be approved.

6.	Presentations	
6.1	We Respect Each Other Video	
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Scott Resolved that all the items listed under date January 13, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1	Outstanding Council Resolutions	48 - 50
7.2	Municipal Codes of Conduct	51 - 52
	Correspondence from the Minister of Municipal Affairs and Housing is attached for the information of Council.	
7.3	Two Twelve-Metre Diesel Buses – Transit	53 - 54
	A report of the Manager of Purchasing is attached for the consideration of Council. Mover Councillor S. Hollingsworth Seconder Councillor C. Gardi Resolved that the report of the Manager of Purchasing dated January 13, 2025 concerning acquisition of two twelve-metre diesel buses be received and that the purchase from New Flyer at \$1,708,344.74 plus HST, with funding reallocated from the Transit 2022 budget from reduction of passenger vans be approved. A By-law authorizing signature of the contract for this project will appear on a future Council Agenda.	
7.4	Extension of Downtown Security Patrol Services	55 - 56
	A report of the Manager of Purchasing is attached for the consideration of Council. Mover Councillor S. Hollingsworth Seconder Councillor C. Gardi Resolved that the report of the Manager of Purchasing dated January 13, 2025 concerning Downtown Security Patrols be received and that services with Norpro Security at hourly rate pricing, HST extra, be extended for a period of one year (2025).	
7.5	Northern Ontario Development Program Contribution Agreement	57 - 90

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

The relevant By-law 2025-10 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Housing Enabling Water Systems Fund – Transfer Payment Agreement 91 - 92

A report of the Director of Engineering is attached for the consideration of Council.

The relevant By-law 2025-9 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Ronald A. Irwin Civic Centre – Seventh Floor 93 - 96

A report of the Director of Engineering is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Director of Engineering dated January 13, 2025 concerning Ronald A. Irwin Civic Centre – Seventh Floor be received as information.

7.8 Lane Assumption, Closing and Conveyance – Cameron Subdivision 97 - 99

The report of the Solicitor is attached for the consideration of Council.

The relevant By-laws 2025-2 and 2025-3 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Traffic By-law Updates 2025 100 - 101

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering, dated January 13, 2025 concerning Traffic By-law update be received and that the recommended amendments be approved.

Staff will revise the appropriate schedule in the Traffic By-Law which will be brought to Council for approval at a later date.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3	Community Development and Enterprise Services	
8.4	Public Works and Engineering Services	
8.5	Fire Services	
8.6	Legal	
8.7	Planning	
8.7.1	A-13-24-Z 690 Black Road	102 - 117

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-13-24-Z 690 Black Road be received and that Council approve this application in the following manner:

Rezone the subject property from Rural Area (RA.S429) Zone with Special Exception 429 to Light Industrial (M1.S429) Zone, with an amended Special Exception 429 to repeal all existing provisions and replace them with the following new provision:

1. Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools.

And that the property be deemed subject to site plan control as per section 41 of the *Planning Act*

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

8.7.2	A-14-24-Z.OP 550 Second Line East	118 - 130
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A report of the Junior Planner is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-14-24-Z.OP 550 Second Line East be received and that Council approve this application in the following manner:

- Approve Official Plan Amendment No. 257 by way of a notwithstanding clause to permit up to 250m² of office space on the subject property, and;
- Rezone the subject property from Medium Industrial (M2) Zone to Medium Industrial Zone with Special Exception (M2.S) to include, in addition to those uses permitted in an M2 Zone office uses up to

250m² in size.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

8.8 Boards and Committees

The Board and Committee Nominating Task Force met on December 12, 2024 to consider applications to boards and committees. The names of applicants and their applications have been made available to Council under separate cover.

8.8.1 Board and Committee Appointments 2025-2026

131 - 132

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the report of the Deputy City Clerk dated January 13, 2025 concerning Board and Committee Appointments 2025-2026 be received and that Council dissolve the Holiday Lighting/Hallowe'en Spirit Judging Committee and extend Anti-Hate Committee appointments until December 31, 2026.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that all appointments under Agenda item 8.8 be approved as recommended;

Further that members of committees being extended continue until their successors are appointed.

8.8.2 Appointments to Boards and Committees (Members Appointed by Council)

8.8.2.1 Anti-Hate Committee

A report of the Deputy City Clerk is attached under item 8.8.1 of the Agenda for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillor A. Caputo, Councillor C. Gardi, Mayor M. Shoemaker (ex officio), Jeff Arbus, Saber Assi, Roohi Bedi, Pat Carter, Toyo Ibiyemi, Dave Mornix, Gunkaar Singh, Aaron Smith, Brendan Sutherland, and Amanda Zuke be appointed to the Anti-Hate Advisory Committee from January 13, 2025 to December 31, 2026.

8.8.2.2 Committee of Revision – Local Improvements

Three community members and an alternate (recommended)

Extended application period

8.8.2.3 Community Development Award Committee

Five community members

Extended application period

8.8.2.4 Cultural Vitality Committee

One member of City Council; minimum of five community members

Councillor S. Spina has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor S. Spina and community members Miranda Bouchard, Vanessa Ferlaine, Dustin Goodall, Donna Hilsinger, Sean Meades, Nilah Moss, Lee Rendell, and Brenna Tomas be appointed to the Cultural Vitality Committee from January 13, 2025 to December 31, 2026.

8.8.2.5 Dangerous Dog Committee

Three members of Council

Councillors M. Bruni, C. Gardi, S. Kinach, M. Scott, and R. Zagordo have indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that Councillors _____, _____, and _____ be appointed to the Dangerous Dog Committee from January 13, 2025 to December 31, 2026.

8.8.2.6 Emergency Management Planning Committee

Mayor, two additional members of Council

Councillors C. Gardi, S. Hollingsworth have indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that Mayor M. Shoemaker, Councillors C. Gardi and S. Hollingsworth be appointed to the Emergency Management Planning Committee from January 13, 2025 to December 31, 2026.

8.8.2.7 Environmental Monitoring Committee

One member of Council; four members representing area residents and the public

Councillor R. Zagordo has indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that Councillor S. Hollingsworth and community members Christopher March, Peter McLarty, David McLaughlin, and Tom Peer be appointed to the Environmental Monitoring Committee from January 13, 2025 to December 31, 2026.

8.8.2.8 Fence Viewers Committee

Three community members

Extended application period

8.8.2.9 Historic Sites Board

One member of Council; minimum of six community members.

Councillor S. Hollingsworth has indicated interest in serving on this Committee.

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Resolved that Councillor S. Hollingsworth and community members Heather Bot, Carol Caputo, Silvana Casola, David Conyers, Brittany Paat, Lamishia Siegwart, Colin Tomchick, Jami van Haaften, and Sara Walker be appointed to the Historic Sites Board from January 13, 2025 to December 31, 2026.

8.8.2.10 Holiday Lighting/Hallowe'en Spirit Award Selection Committee

A report of the Deputy City Clerk is attached under item 8.8.1 of the Agenda for the consideration of Council.

8.8.2.11 Municipal Heritage Committee

One member of Council; minimum of four community members

Councillor S. Spina has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillor S. Spina and community members Hanna Ellis, Lise Joyal, Colin Tomchick, Jami van Haaften, Sarah Walker, and Alexander White be appointed to the Municipal Heritage Committee from January 13, 2025 to December 31, 2026.

A by-law will appear on a future Council Agenda.

8.8.2.12 Parks and Recreation Advisory Committee

One member of Council; eight community members

Extended application period

8.8.2.13 Property Standards Committee

Three community members

Extended application period

8.8.2.14 PUC Water Commission

Five member of Council or community members

Terms of Reference currently under review

8.8.2.15 Tourism Board of Directors

Nine community members (five accommodation sector and four tourism sector)

Extended application period

8.8.2.16 Walk of Fame Selection Committee

Three members of Council; two community members

Councillors L. Dufour, S. Kinach, and M. Scott have indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillors L. Dufour, S. Kinach and M. Scott, and community members Vanessa Ferlaine and Halie Syrette be appointed to the Walk of Fame Selection Committee from January 13, 2025 to December 31, 2026.

8.8.3 Appointments to Boards and Committees Which are not Boards or Committees of Council

8.8.3.1 Algoma District Municipal Association

Two members and an alternate

Councillors C. Gardi, S. Hollingsworth and M. Scott have indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor L. Dufour

Resolved that Councillors C. Gardi and S. Hollingsworth, with Councillor M. Scott as alternate be appointed to the Algoma District Municipal Association from January 13, 2025 to December 31, 2026.

8.8.3.2 Algoma Public Health

Three members of Council; three community members or any combination thereof (historically one member of Council and two community members)

Councillor S. Spina has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor S. Spina, Sonia Tassone, and Natalie Zagordo be appointed to the Algoma Public Health Board from January 13, 2025 to December 31, 2026.

8.8.3.3 Chamber of Commerce

One member of Council

Councillors L. Vezeau-Allen and S. Kinach have indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that Councillor _____ be appointed to the Chamber of Commerce Board from January 13, 2025 to December 31, 2026.

8.8.3.4 District of Sault Ste. Marie Social Services Administration Board

Five members of Council

Councillors A. Caputo, S. Spina, L. Vezeau-Allen, and R. Zagordo have indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillors A. Caputo, S. Spina, L. Vezeau-Allen, R. Zagordo and _____ be appointed to the District of Sault Ste. Marie Social Services Administration Board from January 13, 2025 to December 31, 2026.

8.8.3.5 Celebrating International Friendship Committee Bridge Walk Committee

One member of Council

Councillor R. Zagordo has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillor R. Zagordo be appointed to the Celebrating International Friendship Committee Bridge Walk Committee from January 13, 2025 to December 31, 2026.

8.8.3.6 Sault Ste. Marie Region Conservation Authority

Four members of Council or community members. No member shall be appointed to hold office for more than three years at any one time – *Conservation Authorities Act*. Act provides for 3 members under 100,000 population BUT also provides for change in composition upon agreement. Agreement between Prince Township and City approved by By-law 2004-41.

Councillor M. Bruni, C. Gardi, S. Hollingsworth, S. Kinach, and R. Zagordo have indicated interest in serving on this Committee.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that Councillors M. Bruni, C. Gardi, S. Hollingsworth, and R. Zagordo be appointed to the Sault Ste. Marie Conservation Authority Board from January 13, 2025 to December 31, 2026.

8.8.3.7 Source Protection Committee

Appoint one municipal staff

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the Manager of Development and Environmental Engineering be appointed to the Source Protection Committee from January 13, 2025 to December 31, 2026.

8.8.3.8 Police Service Board

Mayor (or member of Council), one additional member of Council; one community member

Councillors M. Bruni and A. Caputo have indicated interest in serving on this Board.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Mayor Shoemaker, Councillor _____, and community member Nuala Kenny be appointed to the Sault Ste. Marie Police Service Board.

8.8.4 Nominations to Boards and Committees which are not Boards or Committees of Council

8.8.4.1 Museum Management Board

Nominate one municipal staff

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the Manager of Recreation and Culture be nominated to the Museum Management Board from January 13, 2025 to December 31, 2026.

8.8.4.2 St. Marys River Bi-national Public Advisory Committee

Nominate one municipal staff

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the Manager of Development and Environmental Engineering be nominated to the St. Marys River Bi-National Public Advisory Committee as a non-voting member from January 13, 2025 to December 31, 2026.

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

9.1 Residency Requirement Policy for New Department Heads

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas Sault Ste Marie City Council recognizes the importance of fostering strong leadership and community involvement within our municipal government; and

Whereas City Council recognizes that spending decisions made by City department heads can directly impact local property taxes and other financial obligations of residents and businesses in Sault Ste Marie; and

Whereas City Council believes that having department heads to live within the city limits will ensure that they share the same concerns as the residents they serve, particularly concerning budget decisions and spending

Now Therefore Be It Resolved that staff be requested to report back to Council regarding a policy on having a residency requirement within the City of Sault Ste. Marie to be negotiated into all future contracts for department heads at the Corporation of the City of Sault Ste. Marie, including provision for enforcement and, where necessary, if exceptions should be made. Current department heads who do not reside within the City limits shall be exempt from this requirement, provided they continue in their current position.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date January 13, 2025 be approved.

- 12.1 By-laws before Council to be passed which do not require more than a simple majority**
- 12.1.1 By-law 2025-1 (Traffic) Amendments to Traffic By-law 77-200** 133 - 133
- Mover Councillor S. Hollingsworth
Seconded Councillor C. Gardi
Resolved that By-law 2025-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 13th day of January, 2025.
- 12.1.2 By-law 2025-2 (Street Assumption) Cameron Lane** 134 - 135
- A report from the Solicitor is on the Agenda.
- Mover Councillor S. Hollingsworth
Seconded Councillor C. Gardi
Resolved that By-law 2025-2 being a by-law to assume for public use and establish as a public street Cameron Lane described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, Cameron Subdivision be passed in open Council this 13th day of January, 2025.
- 12.1.3 By-law 2025-4 (Official Plan Amendment) Sackville Road Extension** 136 - 140
- Council Report was passed by Council resolution on December 2, 2024.
- Mover Councillor S. Hollingsworth
Seconded Councillor C. Gardi
Resolved that By-law 2025-4 being a by-law to adopt Amendment No. 255 and Amendment No. 256 to the Official Plan for the City of Sault Ste. Marie (The Corporation of the City of Sault Ste. Marie, Sackville Road Extension) be passed in open Council this 13th day of January, 2025.
- 12.1.4 By-law 2025-5 (Taxes) Interim Tax Levies** 141 - 143
- Mover Councillor S. Hollingsworth
Seconded Councillor C. Gardi
Resolved that By-law 2025-5 being a by-law to provide for Interim Tax Levies be passed in open Council this 13th day of January, 2025.
- 12.1.5 By-law 2025-9 (Agreement) Housing-Enabling Water Systems Fund Improvements Peoples Road Sanitary Sewer** 144 - 183
- A report from the Director of Engineering is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-law 2025-9 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure for the Housing-Enabling Water Systems Fund (HEWSF) for improvements to the Peoples Road Sanitary Sewer be passed in open Council this 13th day of January, 2025.

12.1.6 By-law 2025-10 (Agreement) Federal Funding Ermatinger Clergue National Historic Site 184 - 216

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-Law 2025-10 being a by-law to authorize the execution of the Contribution Agreement between the City and The Minister of Indigenous Services, referred to as Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the Ermatinger Clergue National Historic Site be passed in open Council this 13th day of January, 2025.

12.1.7 By-law 2025-11 (Agreement) Transit Union Local 1767 217 - 262

Council report was passed by Council resolution on June 19, 2023.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-Law 2025-11 being a by-law to authorize the execution of the Agreement between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2023 to January 31, 2027 be passed in open Council this 13th day of January, 2025.

12.1.8 By-law 2025-12 (Street Assumption) Connaught Avenue 1 Foot Reserve 263 - 264

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-Law 2025-12 being a by-law to assume for public use and establish as a public street that portion of Connaught Avenue described as PIN 31593-0044 (LT) PCL 9518 SEC AWS; BLK 35 PL M391 KORAH; SAULT STE. MARIE, Sharon Hill II Subdivision be passed in open Council this 13th day of January, 2025.

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

12.2.1 By-law 2025-3 (Street Closing and Conveyance) Cameron Lane 265 - 267

A report from the Solicitor is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that By-law 2025-3 being a by-law to stop up, close and authorize the conveyance of Cameron Lane in the Cameron Subdivision, Plan 310 be read a FIRST and SECOND time and passed in open Council this 13th day of January, 2025.

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

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

14. Closed Session

15. Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, December 2, 2024

5:00 pm

Council Chambers and Video Conference

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

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, N. Ottolino, B. Lamming, N. Maione, P. Tonazzo, D. Perri, C. Rumiel, T. Vecchio, M. Zuppa, V. McLeod, R. Van Staveren

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of November 12, 2024, Special Council Meeting of November 18, 2024, Budget Meeting of November 18, 2024, and Special Meeting of November 26, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Sale of Part 330 Industrial Park Crescent

Proposed purchaser is a client of law firm.

4.2 Mayor M. Shoemaker – By-law 2024-176 (Property Sale) Part of 330 Industrial Park Crescent First General SSM Rico Briglio

Proposed purchaser is a client of law firm.

4.3 Councillor L. Vezeau-Allen – Property Sale – 149 Gore Street

Board President and Founder of Grocer 4 Good (147 Gore Street)

4.4 Councillor L. Vezeau-Allen – By-law 2024-186 (Property Sale) 149 Gore Street – Carmen Muto Plumbing & Heating Inc.

Board President and Founder of Grocer 4 Good (147 Gore Street)

4.5 Councillor L. Dufour – Amending Parking Lot Lease with Sault Ste. Marie Housing Corporation

Employee of District of Sault Ste. Marie Social Services Administration Board

4.6 Councillor L. Dufour – By-law 2024-184 (Agreement Amendment) 525 Albert Street East Parking Lot

Employee of District of Sault Ste. Marie Social Services Administration Board

4.7 Councillor L. Dufour – Supra Box Key Agreement – Fire Services and EMS

Employee of District of Sault Ste. Marie Social Services Administration Board

4.8 Councillor L. Dufour – Land Ambulance Maintenance Agreement Renewal

Employee of District of Sault Ste. Marie Social Services Administration Board

4.9 Councillor L. Dufour – By-law 2024-182 (Agreement) Fire Services Supra Boxes

Employee of District of Sault Ste. Marie Social Services Administration Board

4.10 Councillor L. Dufour – By-law 2024-183 (Agreement) Land Ambulance Maintenance

Employee of District of Sault Ste. Marie Social Services Administration Board

5. Approve Agenda as Presented

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for December 2, 2024 City Council Meeting as presented be approved.

Carried

6. Presentations

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that all the items listed under date December 2, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.13, 7.14 and 7.16 be approved as recommended.

Carried

7.1 2025 Borrowing By-law

A report of the Chief Financial Officer/Treasurer was received by Council.

The relevant By-law 2024-169 is listed under item 12 of the Minutes.

7.2 RFP Engineering Services – Gateway Property Environmental Site Assessment

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

The relevant By-law 2024-175 is listed under item 12 of the Minutes.

7.3 RFP for Comprehensive Review of Conventional Transit Operation

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Comprehensive Review of the Conventional Transit Operation be received and that the proposal submitted by WSP Canada Inc. be awarded in the amount of \$156,663.56 plus HST.

Carried

7.4 RFP Engineering Services – Fourth Line Culvert Replacement

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

The relevant By-law 2024-187 is listed under item 12 of the Minutes.

7.5 RFP for Wood Waste Grinding

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning RFP for Wood Waste Grinding be received and that the services be awarded to And-Son Contracting and Gravel Ent. Inc. at the rates quoted commencing January 1, 2025 for three years, with option to extend up to two additional years by mutual agreement.

Carried

7.6 Change Order for Supply and Install Fencing – Transit

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Scope of Work Change Order submitted by GreenTerra for additional fees for supply and install of fencing, as required by the Transit Division be received and that the remaining change value of \$17,999 for a revised total of \$142,999 (plus HST) be approved.

Carried

7.7 Designated Heritage Property Tax Rebates 2024

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning Designated Heritage Property Tax Rebates 2024 be received and that the designated heritage property tax rebates for the 2023 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

- 69 Church Street – Provincial Air Hangar
- 875 Queen Street East – Insect Pathology Lab
- 864 Queen Street – Algonquin Hotel
- 119 Woodward Avenue
- 10 Kensington Terrace – Unit #1
- 10 Kensington Terrace – Unit #2
- 10 Kensington Terrace – Unit #3
- 115 Upton Road – 1902 Family Residence
- 193 Pim Street Wellington Square Townhouses
- 36 Herrick Street
- 358-366 Queen Street East – Barnes-Fawcett Blocks
- 242-246 Queen Street East – Hussey Block

- 83 Huron Street – Machine Shop
- 1048 Queen Street – Eastbourne
- 54 Summit Avenue

Carried

7.8 Ontario Heritage Act Part IV Designation of 99 Huron Street – The Yard Locker

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning *Ontario Heritage Act* Part IV Designation of 99 Huron Street – The Yard Locker be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street, The Yard Locker, under Part IV of the *Ontario Heritage Act* be approved.

Carried

7.9 Community Development Fund – Green Initiatives Program Applications 2024 Q4 Intake

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Sustainability Coordinator dated December 2, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q4 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the four projects as follows be approved:

- Algoma University Invasive Species Sign Project – \$2,476.23
- Sault Climate Hub White Pines Little Forest and Eastview Public School Outdoor Laboratory Project – \$11,233.97

Carried

7.10 Enbridge Municipal Climate Action Incentive

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Sustainability Coordinator dated December 2, 2024, concerning Enbridge Municipal Climate Action Offer Incentive Transfer to Community Development Fund

(CDF) Green Initiatives Program be received and that future incentives from this fund continue to be transferred to this reserve.

Carried

7.11 Advisory Services Engineering Agreement

The report of the Manager of Development and Environmental Engineering was received by Council.

The relevant By-law 2024-181 is listed under item 12 of the Minutes.

7.12 Batchewana First Nation Rankin Reserve Fire Protection Agreement 2025-2029

The report of the Fire Chief was received by Council.

The relevant By-law 2024-178 is listed under item 12 of the Minutes.

7.15 Surplus Property – 72 Victoria Street

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

The relevant By-law 2024-177 is listed under item 12 of the Minutes.

7.17 More Homes Built Faster Act

Correspondence from the Minister of Municipal Affairs and Housing was received by Council.

7.13 Supra Box Key Agreement – Fire Services and EMS

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

A report of the Fire Chief was received by Council.

The relevant By-law 2024-182 is listed under item 12 of the Minutes.

7.14 Land Ambulance Maintenance Agreement Renewal

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

The report of the Fire Chief was received by Council.

The relevant By-law 2024-183 is listed under item 12 of the Minutes.

7.16 Amending Parking Lot Lease with Sault Ste. Marie Housing Corporation

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

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

The relevant By-law 2024-184 is listed under Item 12 of the Minutes.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.6.1 Sale of Part 330 Industrial Park Crescent

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

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

The relevant By-law 2024-176 is listed under item 12 of the Minutes.

8.6.2 Property Sale – 149 Gore Street

Councillor L. Vezeau-Allen declared a conflict on this item. (Board President and Founder of Grocer 4 Good (147 Gore Street))

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

The relevant By-law 2024-186 is listed under item 12 of the Minutes.

8.7 Planning

8.7.1 A-12-24-OP Sackville Road Extension Official Plan Amendment

The report of the Intermediate Planner was received by Council.

Mark Brown (Mary Avenue), Angela Stanghetta (Northridge Road), and Lou Salvalaggio were in attendance to speak against the Application.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Intermediate Planner dated December 2, 2024 concerning A-12-24-OP Amendment – Sackville Road Extension be received and that Council amend the Street Classification map (Schedule D) of the Official Plan in the following manner:

- Amendment 255: re-designate the existing Sackville Road (870 metres) from ‘Urban Local’ to ‘Urban Collector’, and
 - Amendment 256: designate the proposed Sackville Road extension to ‘Urban Collector’
- And that the Legal Department be requested to prepare the necessary by-law to effect the same.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0
				Carried

8.8 Boards and Committees

8.8.1 Sault Ste. Marie Police Service – 2025 Budget

Chief Hugh Stevenson and John Bruno, Chair were in attendance to address queries from Council further to the November 12, 2024 Council meeting.

9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council¹

9.1 School Safety Zone Review

Moved by: Councillor A. Caputo

Seconded by: Councillor R. Zagordo

Whereas according to www.saultstemarie.ca there are 42 designated school zones throughout the City, with speed limits set at 40 km/hr and are enforced 24/7; and

Whereas in recent years we have seen an increase in vehicles in school zones due to fewer students relying on the school bus for transportation; and

Whereas the statistics from the 2023 CAA School Zone Safety Survey show that 82% of parents report having seen unsafe driving behaviours in school zones, especially speeding, double parking and stopping at undesignated areas; and

Whereas municipalities are responsible for creating safe school zones and many options to creating a safe school zone, so in many cases school zones can be different in different locations; and

Whereas driver education can be difficult to manage and enforcement of these rules is not always possible; and

Whereas creating a standard for all School Safety Zones within Sault Ste Marie could eliminate driver confusion when entering these zones and create a safer environment for both motorists and pedestrians;

Now Therefore Be It Resolved that staff review all School Safety Zones in Sault Ste Marie to create a plan to standardize these zones;

Further it be resolved that a driver education campaign be brought forward to highlight this plan once it is implemented to increase awareness for motorists and pedestrians of safety standards in these zones.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0
				Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 12 of the Agenda under date December 2, 2024 save and except By-laws 2024-176, 2024-182, 2024-183, 2024-184, and 2024-186 be approved.

Carried

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

12.1.1 By-law 2024-168 (Municipal Vacant Home Tax)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-168 being a by-law to establish a vacant home tax in the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2024.

Carried

12.1.2 By-law 2024-169 (Financing) Temporary Borrowing

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-169 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025 be passed in open Council this 2nd day of December, 2024.

Carried

12.1.3 By-law 2024-175 (Agreement) Gateway Property Environmental Site Assessment - Greenstone Engineering Ltd.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-175 being a by-law to authorize the execution of the Agreement between the City and Greenstone Engineering Ltd. for the Environmental Site Assessment (ESA) at the Gateway parcels located at 29 Bay Street, Sault Ste. Marie as required by Community Development and Enterprise Services (CDES) be passed in open Council this 2nd day of December, 2024.

Carried

12.1.4 By-law 2024-177 (Property) Declare Surplus 72 Victoria Street

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2024-177 being a by-law to declare the City owned property legally described as PIN 31613-0191 (LT) LT 165-166 PL 58 AWENGE; SAULT STE. MARIE being civic 72 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of December, 2024.

Carried

12.1.5 By-law 2024-178 (Agreement) Batchewana First Nation Rankin Reserve Fire Protection

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-178 being a by-law to authorize the execution of the Agreement between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D for a five (5) year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve be passed in open Council this 2nd day of December, 2024.

Carried

12.1.6 By-law 2024-181 (Engineering) SSM Wastewater Operations Advisory Services Fee Addendum (AECOM)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-181 being a by-law to authorize the execution of the AECOM fee addendum for SSM Wastewater Operations Advisory Services be passed in open Council this 2nd day of December, 2024.

Carried

12.1.9 By-law 2024-187 (Engineering) Fourth Line Culvert Replacement

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-187 being a by-law to to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the design, approvals, contract administration and field inspection for the Fourth Line Culvert Replacement be passed in open Council this 2nd day of December, 2024.

Carried

12.1.7 By-law 2024-182 (Agreement) Fire Services Supra Boxes

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-182 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key System be passed in open Council this 2nd day of December, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour			X	
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0

Carried

12.1.10 By-law 2024-176 (Property Sale) Part of 330 Industrial Park Crescent First General SSM Rico Briglio

Mayor M. Shoemaker declared a conflict on this item. (Proposed purchaser is a client of law firm.) Councillor M. Scott assumed the Chair as Acting Mayor.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2024-176 being a by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent as surplus to the City's needs and to authorize the disposition of the said property to 1584836 Ontario Inc. operating as First General SSM (Rico Briglio) or as otherwise directed be passed in open Council this 2nd day of December, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
				Carried

Mayor M. Shoemaker resumed the Chair.

12.1.11 By-law 2024-184 (Agreement Amendment) 525 Albert Street East Parking Lot

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-184 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Housing Corporation to add City owned property

located at 525 Albert Street East to the original Lease be passed in open Council this 2nd day of December, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour			X	
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
Carried				

12.1.12 By-law 2024-186 (Property Sale) 149 Gore Street – Carmen Muto Plumbing & Heating Inc.

Councillor L. Vezeau-Allen declared a conflict on this item. (Board President and Founder of Grocer 4 Good (147 Gore Street)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-186 being a by-law to authorize the sale of surplus property being civic 149 Gore Street, legally described in PIN 31576-0095 (LT) to Carmen Muto Plumbing & Heating Inc. be passed in open Council this 2nd day of December, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			

Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
Carried				

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

12.2.1 By-law 2024-160 (Local Improvement) East Street

Moved by: Councillor A. Caputo
 Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2024-160 being a by-law to authorize the construction of Class “A” pavement on East Street from Bay Street to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 2nd day of December, 2024.

Carried

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

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

14. Closed Session

15. Adjournment

Moved by: Councillor R. Zagordo
 Seconded by: Councillor S. Spina

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

Monday, December 9, 2024

5:00 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour (by video), Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, N. Ottolino, S. Facey, J. King, D. Perri, N. Maione, T. Vecchio, M. Zuppa, K. Coccimiglio, G. Nicholson, J. Ricard, R. Van Staveren, K. Izydorczyk, K. Pulkkinen

1. Closed Session

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss one item explicitly supplied in confidence to the municipality by Canada;

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 R.S.O. 2001 – section 239 2 (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them

Carried.

2. Land Acknowledgement

3. Approve Agenda as Presented

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the Agenda for December 9, 2024 Budget Meeting as presented be approved.

Carried.

4. Declaration of Pecuniary Interest

5. Sault Trailblazers Land Lease Permission Agreement – By-law 2024-180

The report of the Solicitor was received by Council.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2024-180 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Trailblazers Snowmobile Club Inc. for a land use agreement for the use of city properties for its trail network be passed in open Council this 9th day of December, 2024

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

Councillor C. Gardi	X			
Councillor M. Scott				X
Results	8	0	0	3
				Carried

6. Ontario Regulation 284/09

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance, dated December 9, 2024, concerning Ontario Regulation 284/09 be approved for the budget year 2025.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach				X
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	8	0	0	3
				Carried

7. Budget 2025 Community Engagement

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Communications Officer dated December 9, 2024 regarding Budget 2025 Community Feedback be received as information.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	9	0	0	2
Carried				

8. 2025 Proposed Budget

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2025 Budget Deliberations.

Carried

8.1 Operating Budget Deliberations

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the CAO dated December 9, 2024 concerning 2025 Budget Additional Information be received.

Carried

8.1.1 Proposed Amendments Recommended by CAO

8.1.1.1 Automated Monetary Penalties Supporting Automated Speed Enforcement

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor A. Caputo

Resolved that the addition of automated monetary penalties (AMPS) supporting automated speed enforcement to the 2025 budget at a cost of \$0 be approved.

	For	Against	Conflict	Absent
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo	X			
Councillor R. Zagordo		X		
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	5	6	0	0
				Defeated

8.1.1.2 Downtown Security

Resolved that the addition of Downtown Security to the 2025 budget at a cost of \$200,000 be approved.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor A. Caputo

Resolved that Council direct that the Downtown Security increase requested by staff in the sum of \$200,000 be funded at the sum of \$150,000, which is to be brought to Council in 2026 to determine if it is to remain allocated to the Downtown Security program, or be reallocated elsewhere in the operational budget.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	1	0	0
				Carried

8.1.1.3 Staff Complement

Moved by: Councillor A. Caputo

Seconded by: Councillor M. Bruni

Resolved that the addition of the following staff complement increases:

- Records and Elections Coordinator – \$59,776
- Application Support Analyst/Programmer – \$132,602
- Public Works maintenance employee – \$87,056
- Events Assistant – \$97,084
- Clerical Research Assistant (Legal) – \$83,983
- Cultural Industries Coordinator – \$100,591

in the amount of \$561,092 be approved, with funding from the Tax Stabilization Reserve for 2025 on a declining basis of 25% for each year thereafter;

and that staff report back to Council regarding outcomes from the review before the 2027 budget.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0

Carried

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the motion be amended by removing the Events Assistant at \$97,084 and instead that the position be a contract position for 2025.

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

Councillor S. Kinach		X		
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	2	9	0	0
Defeated				

Moved by: Councillor S. Kinach
 Seconded by: Councillor R. Zagordo

Resolved that the following positions be added to the 2025 budget:

- Records and Election Coordinator – \$59,776
 - Public Works maintenance employee – \$87,056
 - Cultural Industries Coordinator – \$100,591
- at a total cost of \$247,423 be approved.

Officially Read and Not Dealt With

8.1.2 Proposed Amendments

8.1.2.1 Reduce Inflationary Increases to Capital Reserves

Moved by: Councillor S. Spina
 Seconded by: Councillor L. Vezeau-Allen

Resolved that Council direct the reduction of the increase to capital reserves from \$419,170 down to \$69,170 for an operational savings of \$350,000.

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

Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	1	0	0
				Carried

8.1.2.2 Library Security

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that Council direct that the Library's security and budgetary increase of \$45,000 be added to the 2025 operational budget.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	9	2	0	0
				Carried

8.1.2.3 Fund Cultural Vitality and Attractions

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Spina

Resolved that Council increase the Cultural Assistance Program funding by \$160,000 with \$90,000 of the increase allocated to an operational increase as follows:

- Canadian Bushplane Heritage Centre – \$30,000
- Sault Ste. Marie Museum – \$30,000
- Art Gallery of Algoma – \$30,000

Further Be It Resolved that future annual increases requested by those three agencies be brought to and decided by the Cultural Vitality Committee.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
				Carried

8.1.2.4 Annual Park Upgrades

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Resolved that Council direct that the staff request for \$360,000 annually to be used toward park upgrades be funded in the amount of \$120,000 as an addition to the operational budget, with the balance subject to the amount available be drawn from the legislated 60% use of the park subdivider reserve.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0

Carried

8.1.2.5 Physician Recruitment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Spina

Resolved that Council direct the sum of \$50,000 to be added to the Physician Recruitment and Retention Committee operational budget to support efforts to directly improve the local primary care shortage (as opposed to administration costs).

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

Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	1	0	0
Carried				

8.1.2.6 CDF Increase – Social Equity and Local Priorities

Moved by: Councillor M. Bruni

Seconded by: Councillor L. Vezeau-Allen

Resolved that Council direct the sum of \$50,000 be added to the Community Development Fund for the Social Equity and Local Priorities Stream and that staff review and recommend any changes necessary to the criteria for this stream to best meet the community's needs going forward.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	9	1	0	1
Carried				

8.1.2.7 Dolly Parton Imagination Library

Moved by: Councillor A. Caputo

Seconded by: Councillor L. Vezeau-Allen

Resolved that Council reallocate \$10,000 from the Annual Conferences and Major Special Events Funding to Sault Ste Marie's Dolly Parton Imagination Library beginning in 2025 and going forward.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	10	1	0	0
				Carried

8.1.3 Sault Ste. Marie Police Service Correspondence

8.2 Supplementary Items

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Resolved that funding to the Sault Ste. Marie Innovation Centre in the amount of \$138,945 for 2025 be approved.

	For	Against	Conflict	Absent
Mayor M. Shoemaker		X		

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Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo		X		
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	2	9	0	0
				Defeated

8.3 Capital Budget Deliberations

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Scott

Resolved that the 2025 capital budget and financing sources be approved with the following changes:

- reduction in resurfacing – (\$175,000)
- additional parks upgrades – \$180,000

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

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Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
Carried				

9. Rise and Report

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2025 budget deliberations.

Carried

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the proposed municipal budget be confirmed with the following amendments:

- Clerks – Records and Election Coordinator \$59,776
- IT – Application Support Analyst/ Programmer \$132,602
- Public Works maintenance employee \$87,056
- CDES – Recreation and Culture Events Assistant \$97,084
- Legal – Clerical Research Assistant \$83,983
- CDES – Tourism – Cultural Industry Coordinator \$100,591
- Draw from Tax Stabilization (Phased out over 2026, 2027, 2028, 2029 (561,092)
- Library security \$45,000
- Art Gallery of Algoma \$30,000
- Sault Ste. Marie Museum \$30,000
- Bushplane Museum \$30,000
- Arts and Culture additional funding \$70,000
- Park upgrades \$120,000

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- Downtown security \$150,000
- Additional Physician Recruitment allocation \$50,000
- CDF – Social Equity \$50,000
- Dolly Parton Imagination Library \$10,000 with offset coming from Conference and Event funds
- Capital Inflation (\$350,000)

and that the 2025 Capital Budget and financing sources be confirmed with the following changes:

- Reduction in resurfacing (\$175,000)
- Additional park upgrade \$180,000

and that the 2025 Sanitary Budget and financing sources be approved;

resulting in an increase in the corporate portion of the municipal levy from 2024 in the amount of 1.43%;

and that the 2025 levies and local boards resulting in an increase to the levy and local board portion of the municipal levy of 2.26% be approved;

resulting in an increase to the levy and local board portion of the municipal levy from 2024 of \$145,992,909 representing an increase of 3.68%.

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

Councillor M. Scott	X			
Results	11	0	0	0
				Carried

10. Correspondence – Bill 68, the Comprehensive Ontario Police Services Act, 2019
Correspondence from Mayor Shoemaker to Premier Ford was received by Council.

11. Adjournment
Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth
Resolved that this Council shall now adjourn.

Carried

Mayor

City Clerk

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	T. Vair B. Lamming	Q2 2025	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
4-Mar-19	CD&ES	Active Transportation	P. Tonazzo	Q1 2025	Report December 13, 2021 – Agenda item 6.3 – Active Transportation Master Plan project approved and RFP awarded. Report August 29, 2022 – Agenda item 7.11 – fall public consultation planned	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
12-Apr-21	CAO	Sustainable Development	T. Vair	Q2 2025		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
13-Dec-21	Legal	AIM Recycling	K. Fields	Q1 2025	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget; Report August 28, 2023 – Agenda item 7.13 – additional consultation required	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Clerks Legal	Taxi Licensing	R. Tyczinski K. Fields	Q2 2025	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	CAO	Administrative Support to Police Services	T. Vair	Q1 2025	Report April 8, 2024 – Agenda item 7.2 – return to Council with updates on recommendations and potential financial information	CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Community Improvement Plan	B. Lamming P. Tonazzo	Q2 2025		Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	T. Vair B. Lamming	Q3 2025		The CAO and Deputy CAO, CD&ES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger

12-Dec-22	CAO Legal Planning	Supervised Consumption Site	T. Vair K. Fields P. Tonazzo	Q1 2025	Report December 18, 2023 – Agenda item 7.2; Report October 1, 2024 – Agenda item 7.3 Homelessness and Addiction Recovery Treatment (HART) Hub Funding Application; Report October 21, 2024 – Agenda item 7.24 HART Hub SSM	Review the process for establishment of a supervised consumption site, including necessary applications, which entity should lead the effort, and next steps.	S. Spina S. Kinach
9-Jan-23	Corporate Services	Elections Signs	R. Tyczinski	Q1 2025		Review other municipal by-laws, specifically to limiting the number of signs used and the imposition of election sign permits, and report back with a recommendation regarding a new election sign by-law for municipal, provincial and federal elections (including school board and/or other type of elections).	S. Hollingsworth S. Spina
11-Apr-23	CD&ES Finance	Property Demolition Fund	B. Lamming S. Schell	Q2 2025		Affordable Housing Taskforce to determine a target amount for Property Demolition Fund Reserve, what criteria would be used to access said reserve, and options for replenishment of the reserve as it depletes.	A. Caputo R. Zagordo
29-May-23	CD&ES	Food Truck Park Proposal	B. Lamming	Q1 2025		Report on the feasibility of a Food Truck Park with the construction of a covered structure within the downtown area, and an equitable vendor application process.	A. Caputo R. Zagordo
29-May-23	Human Resources	Living Wage	N. Ottolino	Q1 2025	Report January 8, 2024 – Agenda item 7.1 – Bring back revised wage grid for Council's consideration	Report to Council regarding instituting a living wage policy for the Corporation.	A. Caputo L. Vezeau-Allen
10-Jul-23	CD&ES PW&ES	Bellevue Park Urban Beach	B. Lamming S. Hamilton Beach	Q1 2025		Explore the feasibility, steps required, location, and potential costs to develop an urban beach at Bellevue Park, including locking kayak infrastructure.	M. Scott S. Spina
10-Oct-23	Fire	Hope's Cradle	P. Johnson	Q1 2025		Work with appropriate agencies and report back with recommendations for the implementation of Hope's Cradle in a central location in Sault Ste. Marie.	A. Caputo L. Vezeau-Allen
30-Oct-23	CD&ES	Bike Lane Link	P. Tonazzo	Q1 2025		Report back by April 2024 with recommendations on the possibility of constructing a welcome sign with existing city biking lanes and on the cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City's existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.	S. Hollingsworth S. Spina
29-Jan-24	Human Resources	Living Wage Comparators	N. Ottolino	Q1 2025		Staff investigate City positions and external comparators with a view to creating a liveable wage target and review all of the City's non-union salary grids including part time employees and students.	A. Caputo L. Vezeau-Allen

24-Jun-24	PW&ES	Ronald A. Irwin Civic Centre Seventh Floor Space	C. Rumiel	Q1 2025	Inspect the seventh floor space and report to Council on a possible business plan to create a commercial space.	L. Vezeau-Allen C. Gardi
15-Jul-24	PW&ES	Goose Management Proposal	D. Perri	Q1 2025	Investigate the feasibility of a goose management plan including the current amount being spent to manage geese and any current tactics being used to curb goose and human interaction.	A. Caputo R. Zagordo
12-Aug-24	CD&ES PW&ES	Sensory Playground	B. Lamming S. Hamilton Beach	Q3 2025	Explore options for the establishment of a sensory playground at Manzo Park or at any other City park in the west end of Sault Ste. Marie.	C. Gardi M. Scott
1-Oct-24	PW&ES	Wallace Terrace and Goulais Avenue	C. Rumiel	Q2 2025	Implement appropriate measures, such as signage or temporary stop signs, during the trial period to ensure the safety of all road users.	M. Scott C. Cardi
1-Oct-24	PW&ES	Community Safety Zones	C. Rumiel	Q2 2025	Explore designating Northern Avenue (Sackville Road to Pine Street) and Pine Street (Northern Avenue to McNabb Street) as Community Safety Zones.	A. Caputo R. Zagordo
1-Oct-24	PW&ES	Base Line and Carpin Beach Road Intersection	C. Rumiel	Q1 2025	Explore additional traffic calming measures and enhanced signage to ensure the safety of children and all pedestrians in the vicinity of R.M. Moore Public School.	M. Scott C. Gardi
21-Oct-24	CD&ES	Downtown Business Improvement Area	B. Lamming	Q1 2025	Investigate how comparable communities are activating, promoting and marketing their Downtowns, and report to Council on options available to it, either with a recommendation or with options from which Council could choose to best activate, promote and market Sault Ste. Marie's downtown.	S. Hollingsworth C. Gardi
2-Dec-24	PW&ES	School Safety Zone Review	D. Perri	Q2 2025	Review all School Safety Zones in Sault Ste Marie to create a plan to standardize these zones; Further it be resolved that a driver education campaign be brought forward to highlight this plan once it is implemented to increase awareness for motorists and pedestrians of safety standards in these zones.	A. Caputo R. Zagordo
2-Dec-24						

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

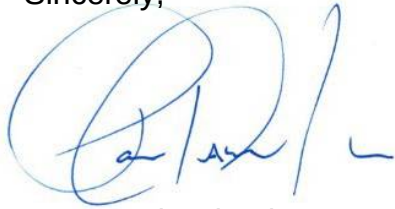
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

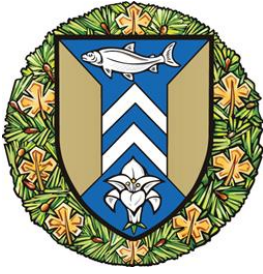
If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Calandra', with a large, stylized initial 'P'.

Hon. Paul Calandra
Minister of Municipal Affairs and Housing

c: Jessica Lippert, Chief of Staff
Owen Macri, Deputy Chief of Staff
Martha Greenberg, Deputy Minister
Caspar Hall, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal Services Division
Municipal Clerks and CAOs



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Two Twelve-Metre Diesel Buses – Transit

Purpose

The purpose of this report is to obtain Council approval for the purchase of two twelve-metre diesel transit buses, as required by the Transit Division – Community Development and Enterprise Services (CDES).

Background

At the January 11, 2021 Council meeting, a report of the Director of Community Services requested that Transit Services enter into a multi-year governance agreement for joint Transit procurements facilitated by Metrolinx, for the remainder of its five year term to expire on March 31, 2024

At the of March 18, 2024 Council meeting, the relevant By-law 2024-18 approved the extension of the Metrolinx governance agreement for a further five years, such that the extended term shall expire on March 31, 2029.

The purchase of two 35-foot transit buses is approved within the 2022 and 2023 capital budget funding. SSM Transit experienced an increase in ridership, and it was determined that 40-foot (twelve-metre) buses were required. A modification request was submitted to Investing in Canada Infrastructure Program (ICIP) to purchase two 40-foot diesel buses, in place of two 35-foot buses and was approved.

Analysis

Pursuant to the terms and conditions set out in the multi-year governance agreement, Metrolinx facilitated the joint procurement for the supply and delivery of twelve-metre diesel transit buses. A competitive process for suppliers was conducted forming a master agreement between Metrolinx and New Flyer Industries Canada ULC (New Flyer) dated January 29, 2024.

City Staff have reviewed the pricing provided by New Flyer for the purchase of two twelve-metre diesel buses under Schedule E to the Master Agreement, which reflects the advantages of leveraging the buying power through Metrolinx. They are satisfied that it is fair and equitable. The lead-time for this equipment is

expected at 14 months from receipt of purchase order and finalized floor plan, F.O.B Sault Ste. Marie Transit facility.

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

Financial Implications

New Flyer submitted pricing in the amount of \$854,172.37 base price per unit, for total expenditure of \$1,738,412 including non-rebatable HST.

The 2022 and 2023 capital budgets include a total allocation of \$1,191,800 for these buses. As a result of the significant increase in the cost for both specialized and full-size buses, the City has reduced the number of passenger vans from eight to one. This change was reported to ICIP within the modification request and approved. The shortfall of funds will be covered by reallocating the capital funds approved from the 2022 budget year for passenger vans of \$546,612 to the two twelve-metre diesel buses.

The purchase amount can be accommodated within these funding sources. This project is approved under ICIP with City's share being 26.67% of total cost. which equates to \$455,615.54 plus applicable HST for both buses.

Strategic Plan / Policy Impact / Climate Impact

While this is an operational matter, this request also supports the Service Delivery focus area of the Corporate Strategic Plan as the purchase continues to assist in delivery of excellent customer service to citizens.

Recommendation

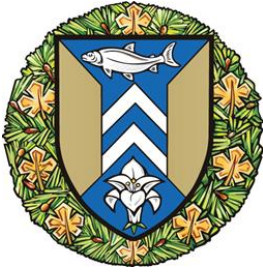
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 13, 2025 concerning acquisition of two twelve-metre diesel buses be received and that the purchase from New Flyer at \$1,708,344.74 plus HST, with funding reallocated from the Transit 2022 budget from reduction of passenger vans be approved.

A By-law authorizing signature of the contract for this project will appear on a future Council Agenda.

Respectfully submitted,

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



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Extension of Downtown Security Patrol Services

Purpose

The purpose of this report is to obtain Council approval to award an extension of Downtown Security Patrols for a one-year term in 2025, as required by Community Development and Enterprise Services – Recreation and Culture.

Background

A Request for Proposal issued in 2024 for Downtown Security Patrols was awarded to Norpro Security for a six-month period, July to December 2024, and approved by staff given that financial level falls within CAO approval level. Services were accommodated with one-time funding provided by the DSSAB in 2024.

CDES requested a service level change to provide year round patrols, and at the December 9, 2024 budget meeting the following resolution was passed:

Resolved that Council direct that the Downtown Security increase requested by staff in the sum of \$200,000 be funded at the sum of \$150,000, which is to be brought to Council in 2026 to determine if it is to remain allocated to the Downtown Security program, or be reallocated elsewhere in the operational budget.

Analysis

The goal of the foot patrol program is to provide an additional level of safety and security in the downtown area and help prevent unwanted vandalism and crime.

Staff are pleased with the program's success and the quality of services Norpro Security provides and recommend continuing the services for a one-year term in 2025.

This single source request is in accordance with Purchasing By-law Non-Competitive item 22.3 h) in the best interests of the City for continued services with Norpro Security for this one-time extension of the initial awarded 6-month program.

Financial Implications

Norpro has provided firm hourly rate fees for services. Patrol schedules may vary based on season and analysis of key times, and will be managed within the 2025 approved funding of \$150,000 allocated for Downtown Security Patrols.

Strategic Plan / Policy Impact / Climate Impact

This item aligns with the Corporate Strategic Plan in the Quality of Life focus area – Vibrant Downtown: striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our city.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 13, 2025, concerning the Downtown Security Patrols be received and that services with Norpro Security at hourly rate pricing, HST extra, be extended for a period of one year (2025).

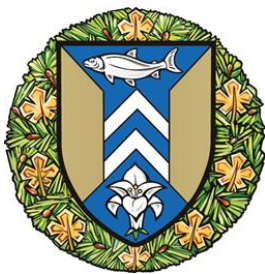
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

k.marlow@cityssm.on.ca



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Northern Ontario Development Program Contribution Agreement

Purpose

The purpose of this report is to seek Council approval to enter into a contribution agreement with The Minister of Indigenous Services responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the Ermatinger Clergue National Historic Site.

Background

The Federal Economic Development Agency for Northern Ontario – Tourism Growth Program is a key element of the new Federal Tourism Growth Strategy, which builds on Canada's inherent strengths and unique qualities to realize the full potential of the tourism industry. Eligible non-profit organizations could receive contributions for 50% to 100% of eligible costs.

The application focused on improvements to the Francis Hector Clergue Blockhouse. The key activities will include:

- Installing a heating system that will allow the building to be open year-round.
- Developing a stand-alone website to showcase the City's heritage, events, visitor engagement, and retail opportunities. The website will also allow visitors to plan their visit to the City by linking them to other tourism, shopping, food, and beverage experiences and purchasing their admission and /or event tickets online.
- Strengthen our Indigenous ties with our First Nation and Métis peoples to provide visitors with a true preservation of these heritages intertwined with our stories of the Site. These would be reflected in our modernized digital content for visitor engagement.
- To provide AR experiences with a storytelling focus that will provide users with spatial dynamics, special visual effects, and interactions that will provide an immersive experience.

Analysis

The funding for this project was secured through a variety of sources. The Tourism Development Fund – Attractions and Product Development Stream provided \$20,000 to support the project and the grant application.

FedNor has approved a non-repayable contribution of up to \$195,000 to implement the digital tourism strategy and develop attractions for the Ermatinger Clergue National Historic Site. A Contribution Agreement setting out the terms for FedNor's support is attached to the report.

In addition, a report was prepared for the June 24, 2024, meeting of the City Council, which requested reallocating capital funding at Ermatinger Clergue National Historic Site. The report approved \$39,000 in funding for various repairs at the Clergue Blockhouse.

Financial Implications

The City has received notification that FedNor has approved a non-repayable contribution of up to \$195,000. Additional funding sources to support the project include \$20,000 from the Tourism Development Fund and \$39,000 from the site's capital funding.

Strategic Plan / Policy Impact / Climate Impact

This project ties into the Corporate Strategic Plan focus area – Quality of Life – Promote and conserve heritage assets.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-10 is listed under item 12 of the Agenda and will be read with all by-laws under that item

Respectfully submitted,

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

**CONTRIBUTION AGREEMENT UNDER THE
NORTHERN ONTARIO DEVELOPMENT PROGRAM
COMMUNITY ECONOMIC DEVELOPMENT STREAM**

This **Contribution Agreement** is made:

BETWEEN:

**The Minister of Indigenous Services, referred to as Minister of
Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario**

(the “**Minister**”)

AND:

The Corporation of the City of Sault Ste. Marie an organization duly
incorporated under the laws of Ontario having its office located at:
99 Foster Drive, Civic Centre
SAULT STE. MARIE, ON
P6A 5X6

(the “**Recipient**”)

WHEREAS the Recipient has applied for funding through the Minister;

WHEREAS the Minister established the Northern Ontario Development Program – Community Economic Development stream (the “Program”) to support communities' efforts to plan and mobilize their resources, enhance business growth, and exploit new opportunities for economic development and diversification;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined in this Agreement) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a Non-Repayable Contribution to the Recipient for the Project subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

Except where otherwise defined in this Agreement, a capitalized term has the meaning given to it in this section, words importing the singular include the plural and vice versa, and words importing gender include all genders.

- a) **“Application Received Date”** means April 26, 2024, the date on which the Minister received the financial assistance application.
- b) **“Business Day”** means any day other than a Saturday, Sunday and statutory holiday to which the Parties are subject.
- c) **“Contribution”** means the funding provided by the Minister for the Eligible Supported Costs of the Project in accordance with the terms and conditions of this Agreement, in the amount set out in section 3.1.
- d) **“Costs Incurred”** means the costs of services rendered to or goods received by the Recipient in support of the Project from the Eligibility Date to the Project Completion Date, that the Recipient has paid or has a legal obligation to pay.
- e) **“Effective Date”** means the date on which the Minister receives the Agreement executed by all Parties.
- f) **“Eligibility Date”** means April 26, 2024.
- g) **“Eligible Costs”** means those Costs Incurred by the Recipient that meet the criteria set out in the Project Costs section of Schedule A – *Statement of Work* and Schedule B – *Costing Memorandum*.
- h) **“Eligible Supported Costs”** means the Eligible Costs listed in Schedule A – *Statement of Work* that are essential to carrying out the Project, reasonable and directly related to the Project that the Minister supports under this Agreement.
- i) **“Fiscal Year”** means the period beginning April 1st in any year and ending March 31st of the following year.
- j) **“Ineligible Costs”** means those costs relating to the Project that are not eligible for funding, in accordance with Schedule B – *Costing Memorandum*.
- k) **“Interest Rate”** means the interest rate indicated in the *Interest and Administrative Charges Regulations*.

- l) **“Overpayment”** means an amount paid by the Minister as part of the Contribution or expressly treated as an Overpayment pursuant to the terms and conditions of this Agreement, and which is recoverable by the Minister in accordance with section 6.7.
- m) **“Party”** means the Minister or the Recipient, as the case may be, and **“Parties”** means the Minister and the Recipient.
- n) **“Program”** has the meaning set out in the recitals.
- o) **“Project”** means the activities carried out by the Recipient in accordance with Schedule A – *Statement of Work*.
- p) **“Project Budget”** means the Recipient’s financial plan for the Project, in accordance with Schedule A – *Statement of Work*.
- q) **“Project Costs”** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, in accordance with the Project Budget.
- r) **“Project Completion Date”** means October 30, 2025, the date on which all components of the Project are completed to the satisfaction of the Minister, in accordance with this Agreement.
- s) **“Project Start Date”** means December 4, 2024.
- t) **“Term of this Agreement”** means the term specified at section 1.3 of this Agreement;
- u) **“Schedule”** means a schedule to this Agreement.

1.2. Entirety of Agreement

The Agreement includes this contribution agreement, the schedules and all associated documents, including amendments that may subsequently be made to these documents in the manner set out herein (the "Agreement"). Further, the Recipient reaffirms the declarations, authorizations, certification, guarantees and commitments made in its application for financial assistance, declares that they remain true and accurate in all respects, and agrees to promptly inform the Minister of any amendment affecting them. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Effective Date and, subject to section 1.5 will expire on the later of the following:

- (a) twenty-four (24) months after the Project Completion Date; or
- (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been made in full.

1.4. Schedules

The following Schedules are attached to, and form part of, this Agreement:

- Schedule A – Statement of Work
- Schedule B – Costing Memorandum
- Schedule C – Claims and Reporting Requirements

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of twenty-four (24) months:

- Section 10 Audit and Evaluation
- Section 11 Information Management, Retention and Access

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient for the Project described in Schedule A – *Statement of Work*, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

- a) Subject to the terms and conditions of this Agreement, the Minister shall make a Non-Repayable Contribution to the Recipient with respect to the Project, up to an amount not exceeding the lesser of:
 - a) 86.67 percent of the total Eligible Supported Costs of the Project; and
 - b) \$195,000.
- b) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

3.2.1 The Minister shall not normally contribute to any Eligible Costs incurred by the Recipient prior to the Eligibility Date or after the Project Completion Date. The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.2.2 The Minister may, at their discretion, limit the amount paid towards Eligible Costs incurred by the Recipient between the Application Received Date and the Project Start Date to 10% of the Contribution.

3.3. Appropriations

Notwithstanding the Minister's obligation under the Agreement, any payment by the Minister under this Agreement is subject to there being a sufficient appropriation for the Fiscal Year in which the payment is to be made, and is subject to cancellation or reduction in the event that departmental funding levels are changed by Parliament. The Minister may, at their discretion, upon three (3) months written notice, cancel or reduce funding for a Project because of an actual or anticipated change in the Minister's annual appropriations or because of a spending decision by Parliament affecting one of the Minister's programs.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, as of the Effective Date, it has requested, received or has been approved to receive, in addition to the Contribution, the following federal, provincial/territorial, or municipal government financial assistance ("Government Financial Assistance") for the Project:

Federal:

Federal Tax Credits:

Provincial:

Provincial Tax Credits:

Municipal:

Total:

The Recipient confirms that it has not requested nor received any Government Financial Assistance for the Project, other than as set out above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government Financial Assistance includes, and may not be limited to any grants, contributions, subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government Financial Assistance towards the total Eligible Costs be allowed to exceed one hundred percent (100 %) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister of any changes to the above Government Financial Assistance for the Project during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional Government Financial Assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister of any changes to the other financial assistance for the Project in accordance with Schedule A – *Statement of Work*, other than Government Financial Assistance in accordance with section 3.4, during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional financial assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE RECIPIENT

4.1. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

- a) carry out the Project, described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Budget;
 - b) begin the Project no later than the Project Start Date and complete the Project no later than the Project Completion Date;
 - c) submit claims for Eligible Supported Costs in accordance with section 6 Schedule B – *Costing Memorandum* and Schedule C – *Claims and Reporting Requirements*;
 - d) comply with reporting requirements in accordance with section 7 and Schedule C – *Claims and Reporting Requirements*;
 - e) ensure that all goods and services, including those for which the Minister is contributing to their costs under this Agreement, will be purchased or acquired at competitive prices that are no greater than fair market value after deducting all trade discounts and similar items;
 - f) assume full responsibility at all times for the Project and all matters arising therefrom, including cost overruns;
- and;
- g) In awarding a contract for goods or services, the Recipient undertakes to comply with all applicable legislation concerning the awarding of procurement, service and construction contracts.

5. CONDITIONS

5.1. Pre-disbursement

The Minister shall not disburse any amount of the Contribution until the Recipient has provided evidence, to the satisfaction of the Minister:

- a) That it has arranged for the balance of the funding required to enable the Project to proceed, as outlined in Schedule A - Statement of Work; and/or in the absence of confirmed funding, a letter to the Minister is required attesting that the Recipient will absorb any financial shortfalls and proceed with Project.
- b) That all permits, licenses, approval and authorizations required to complete the Project have been secured.
- c) That the relevant insurance coverage is in place.
- d) That the Request for Proposal (RFP) has been completed.

6. CLAIMS AND PAYMENTS

6.1. Payment of Claims

6.1.1 The Recipient shall submit claims in accordance with Schedule C – *Claims and Reporting Requirements*, certified by an authorized officer of the Recipient, for reimbursement of Eligible Supported Costs and the Minister shall pay the Contribution in respect of Eligible Supported Costs incurred in accordance with Schedule A – *Statement of Work* and all applicable terms and conditions of the Agreement.

6.1.2 Claims must be submitted using forms prescribed by the Minister in accordance with Schedule C – *Claims and Reporting Requirements*, unless otherwise approved in writing by the Minister.

6.2. Requests for Advance Payments

No advances will be paid under this Agreement.

6.3. Final Claim for Reimbursement of Eligible Supported Costs

6.3.1 The Recipient shall submit, to the satisfaction of the Minister, the final claim for Eligible Supported Costs incurred, no later than ninety (90) days after the Project Completion Date. The Minister shall have no obligation to pay any claims submitted after that date.

6.3.2 For the final claim, the Recipient shall submit, to the satisfaction of the Minister:

- a) all documents set out in section 6.1 above; and

- b) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility Date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project, in accordance with Schedule C – *Claims and Reporting Requirements*. The Recipient must be able to demonstrate, at the request of the Minister, that all Eligible Supported Costs claims by the Recipient have effectively been paid by the Recipient by monetary payment.

6.4. Payment Procedure

6.4.1 The Minister will review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, and will notify the Recipient of any deficiency in the documentation submitted. The Recipient shall immediately take action to address and rectify any deficiencies identified.

6.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other terms and conditions of this Agreement, the Minister will pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim.

6.4.3 All requests for payment by the Recipient must be accompanied by any other information, explanations and/or supporting documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

6.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister, at the Recipient's expense.

6.4.5 Upon the request of the Recipient, the Minister may, at their discretion, make payments to the joint order of the Recipient and a supplier of goods and services.

6.5. Holdback

Notwithstanding any other provision of this Agreement, the Minister may withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Results Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in section 6.3 of this Agreement.

6.6. Overpayment

The Recipient shall repay the Minister any amount that constitutes an Overpayment within thirty (30) days of receiving written notification by the Minister. Until such Overpayment is repaid, it will constitute a debt due to His Majesty the King in Right of Canada. At the Minister's discretion, the Minister may offset any Overpayment from subsequent payments of the Contribution or from the amount withheld as a holdback. Interest on the Overpayment will be charged in accordance with the *Interest and Administrative Charges Regulations*.

6.7. Percentage of the total Eligible Supported Costs of the Project

If the Minister makes individual payments that represent a higher percentage of the total Eligible Supported Costs than the percentage authorized for the total Contribution, the overall Contribution must in no case exceed the maximum authorized percentage of the total Eligible Supported Costs of the Project as provided in subsection 3.1 a.

6.8. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister with forms prescribed by the Minister in accordance with section 1.7 of Schedule C – *Claims and Reporting Requirements* that must be completed and certified by the Recipient and must include a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible Supported Costs incurred for that year.

The Minister may require that such forms be accompanied by other information, explanation and/or documentation related to the Project, the year-end estimate of the Eligible Supported Costs, as it deems appropriate.

7. PROGRESS, PERFORMANCE AND FINANCIAL REPORTING

7.1. Data Collection

The Recipient shall ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the reports and/or forms in accordance with Schedule C – *Claims and Reporting Requirements*.

7.2. Progress Activity Reports

The Recipient shall provide to the Minister a Progress Activity Report in accordance with Schedule C – *Claims and Reporting Requirements*, to the satisfaction of the Minister, no later than thirty (30) days following each claim period, such claim period shall be determined by the Minister.

7.3. Final Results Reports

The Recipient shall provide the following reports, to the satisfaction of the Minister:

- a) a Final Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for all projects reporting results achieved between the Project Start Date and the Project Completion Date, no later than ninety (90) days after completing the Project; and
- b) a Two-Year Follow-up Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for projects that forecast additional outcomes beyond the Project Completion Date, no later than two-year after the Project Completion Date.

7.4. Financial Statements

The Recipient shall provide the Minister with a copy of the Recipient's financial statements (audited if produced or if requested by the Minister) within one hundred and twenty (120) days of the Recipient's fiscal year end, or at any other time upon request by the Minister for the duration of the Term of the Agreement.

7.5. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, and performance measurement.

8. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

8.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

8.2. Environmental Assessments

8.2.1 The Recipient shall comply with all federal environmental laws applicable to the Project, including the provisions of the Impact Assessment Act (IAA), S.C. 2019 c. 28 related to Project activities carried out on federal lands or outside of Canada.

8.2.2 If, within the term of this Agreement, the Project becomes a "project" carried out on federal land or outside of Canada according to the Impact Assessment Act, the Parties agree that the Minister's obligations under this Agreement will be suspended until:

- a) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the Impact Assessment Act;

or

- b) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

8.2.3 It is understood, that, if the Project becomes a “project” as defined in Paragraph 8.2.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Recipient. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

9. DEFAULT AND REMEDIES

9.1. Default

The following constitutes events of default:

- a) the Recipient neglects or fails to pay to the Minister any amount due in accordance with this Agreement;
- b) the Project is not completed, to the satisfaction of the Minister, by the Project Completion Date or the Project is abandoned in whole or in part;
- c) the Recipient is, in the opinion of the Minister, insolvent or bankrupt, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- d) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- e) the Recipient submits false or misleading information to the Minister;
- f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- h) the Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with His Majesty the King in Right of Canada;
- i) the Recipient, during the term of the Agreement, has defaulted under the terms and conditions of any agreement or arrangement, with any financial institution or creditor with rights to the assets of the Recipient;

- j) the Recipient is no longer eligible under the “eligibility criteria” of the Program;
- k) the Recipient makes a false or misleading statement concerning support by the Minister in any internal and/or public communication; or
- l) the Project is carried out at locations, other than those mentioned in Schedule A – *Statement of Work*.

9.2. Remedies

If an event of default has occurred or, in the opinion of the Minister is likely to occur, the Minister may exercise one or more of the following remedies, in addition to any other remedies available at law or equity:

- a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination;
- c) require the Recipient to repay the Minister all or part of the Contribution paid by the Minister to the Recipient under this Agreement, together with interest from the day of demand at the Interest Rate.

9.3. Non-Waiver

The fact that the Minister refrains from exercising a remedy it is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under the Agreement or other applicable law.

9.4. Policy Objective

The Recipient acknowledges that, in the view of the policy objectives served by the Minister’s agreement to make the Contribution, the fact that Contribution comes from public monies and that the amount of damages sustained by the Crown in an event of default is difficult to ascertain, it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this section, if an event of default occurs.

10. AUDIT AND EVALUATION

10.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient shall, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister shall have the right to conduct such audits as the Minister considers necessary using internal audit staff or auditors selected by the Minister.

10.2. Auditor General Rights

The Recipient shall also make records and information available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

10.3. Audits and Evaluations Carried Out by the Recipient.

The Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

11. INFORMATION MANAGEMENT, RETENTION AND ACCESS

11.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

The Recipient shall provide the Minister promptly, at no charge and in the form requested, with any information associated with the Project or its financial situation and provide the Minister with access at any time to its books, records, ledgers and documents, wherever they are kept, so that the Minister can make checks as it deems necessary.

11.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any third parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

11.3. Disclosure

This Agreement and all information obtained by the Minister in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the Access to Information Act and the Privacy Act, as applicable.

The Recipient acknowledges and agrees that the Minister will proactively publish information regarding this Agreement in accordance with the Access to Information Act, as amended from time to time.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede His Majesty the King in Right of Canada from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which His Majesty the King in Right of Canada is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defense of His Majesty the King in Right of Canada interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority.

11.4. Information Sharing

The Minister is authorized to undertake any consultation or verification, including without limitation with any person, suppliers, financial institutions, institutions, accounting firms, non-profit economic development organizations, funding agencies, credit agencies and/or any federal, provincial or municipal government departments/agencies, in order to obtain or provide any information and documentation, for among others, the auditing, assessment, analysis and evaluation of the Recipient, of the Recipient's performance of its contractual obligations, of the Project and of this Agreement, reporting purposes, and the administration of the Program. The Recipient agrees to have the contacted parties disclose any requested information and documentation to the Minister. The Minister is also authorized to disclose the information and documentation it has about the Recipient and the Project to the persons and entities mentioned above.

11.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any third party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the third party or individual consent.

12. PUBLIC COMMUNICATION

12.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

12.2. Public Recognition

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Minister) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

12.3. Public Announcement

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

13. OFFICIAL LANGUAGES

In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

14. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

14.1. Representations and Warranties

- a) The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- b) The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- c) The Recipient represents and warrants that it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder.

- d) The Recipient or any persons who are, have been or may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in compliance with the Lobbying Act.
- e) The Recipient represents and warrants that it is duly constituted and in good standing under all applicable laws.
- f) The Recipient represents and warrants that it has the requisite power and authority, and has met all legal requirements, necessary to carry on its activities, to hold property, and to enter into, deliver and perform this Agreement.
- g) The Recipient represents and warrants that the entering into, delivery and performance of this Agreement, and its execution by the signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms.
- h) The Recipient represents and warrants that the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not:
 - i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government Minister, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any contract, agreement or any other instrument by which it is bound.
- i) The Recipient represents and warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement. The Recipient shall advise the Minister forthwith of any such occurrence during the term of the Agreement.
- j) The Recipient represents and warrants that it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project.
- k) The Recipient represents and warrants that it will ensure the benefits of the Project are accrued in Northern Ontario. The Northern Ontario region is identified on the FedNor website: www.fednor.gc.ca.
- l) The Recipient hereby certifies that all information, representations, consents, authorizations and certifications that form part of or were provided in support of the Recipient's application for assistance for this Project, including, without limitation, all schedules, project plans and attached documents, are, as of the date of execution of the Agreement, true and correct in all material respects and remain valid and binding on the Recipient. The Recipient undertakes to advise the Minister of any changes during the Term of this Agreement that materially affect any such information, representations, consents, authorization and certifications.

14.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

- a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;
- b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any actions, litigation, proceeding, complaints; and
- c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project;

14.3. Material Change

No material changes will be made to the estimated total scope, the nature or any element of the Project or to any element of the Recipient's operation without the prior written consent of the Minister. A material change includes, but is not limited to, change in the ownership or control of the Recipient or the assets, management, financing, location of the Project or facilities, size of the facilities, timing, expected results, or other government contributions. When consent is requested from the Minister in regard to any material change the Recipient shall provide, in a timely manner, all documentation and information as may be required by the Minister, at their discretion.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1. Indemnification

The Recipient shall at all times indemnify and save harmless, His Majesty the King in Right of Canada, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- c) the design, construction, operation, maintenance and repair of any part of the Project; or,

- d) any omission or other willful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents.

15.2. Liability

Without limiting the generality of the foregoing, His Majesty the King in Right of Canada shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

His Majesty the King in Right of Canada, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

16. INTELLECTUAL PROPERTY

16.1. Intellectual Property

The Recipient shall have all rights required to carry out the Project, as described in Schedule A, for the duration of this Agreement. The Recipient also undertakes to protect all the intellectual property that it possesses or will acquire during this Agreement. Finally, the Recipient undertakes not to sell, assign, transfer or otherwise dispose of intellectual property without the prior written consent of the Minister.

17. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the Recipient. In the event that the Agreement is terminated, the Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, the amount of any outstanding commitments in relation thereto.

18. GENERAL PROVISIONS

18.1. Assignment

The Recipient shall not assign this Agreement or any part thereof, without the prior written consent of the Minister. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

18.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

18.3. Disposition of Assets

Without limiting the generality of the section 14.3 on Material Changes, the Recipient shall retain title and control to, and ownership of any assets, necessary for the Project and the Recipient's normal activities and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

- a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or
- b) the asset was acquired at a cost less than \$1,000; or
- c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

18.4. Debt due to His Majesty the King in Right of Canada

Any amount owed to the Minister under this Agreement will constitute a debt due to His Majesty the King in Right of Canada and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to His Majesty the King in Right of Canada will accrue interest in accordance with the *Interest and Administrative Charges Regulations*.

When any payment is received or a prepayment of a repayment installment, an Overpayment, a disposal of asset or an event of default, the Minister shall apply that payment first to reduce any accrued interest and/or administrative charges owing and then, if any part of the payment remains, to reduce the outstanding principal balance in reverse order of maturity.

18.5. Set-Off

Without limiting the scope of set-off rights available to the Crown at common law, under the *Financial Administration Act* or otherwise, the Minister may:

- a) set-off against any portion of the Contribution that is payable to the Recipient pursuant to the Agreement, any amount that the Recipient owes to His Majesty the King in Right of Canada under legislation or any other agreement of any kind; and
- b) set-off against any amounts that are owed to the Minister by the Recipient, any amount that is payable by His Majesty the King in Right of Canada under legislation or any other agreements of any kind to the Recipient.

18.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

18.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

18.8. Relationship with the Minister

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and any third party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister and that the Recipient shall not represent itself as an agent, employee, partner, crown agent or representative of the Minister or of His Majesty the King in Right of Canada.

18.9. Severability

If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

18.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

18.11. Notice

Any notice, information or document provided under this Agreement should be delivered electronically through the FedNor Portal (<https://fednor.canada.ca/en/apply-now>) or email. Alternatively notice may also be delivered or sent by any pre-paid method, including regular or registered mail, and courier. Notice will be considered as received: the same day it is submitted on the FedNor Portal or email; one (1) Business Day after delivery by the courier and registered mail; or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received.

Any notice to the Minister should be directly through the FedNor Portal, by email, or sent to the following:

The Federal Economic Development Agency for Northern Ontario (FedNor)
Attn: Nevin Buconjic
2 Queen Street East
Sault Ste. Marie, Ontario
P7C 3P4

Nevin.Buconjic@FedNor.gc.ca

Any notice to the Recipient will be delivered through the FedNor Portal, by email or sent to the following:

The Corporation of the City of Sault Ste. Marie
Attn : Tom Vair
99 Foster Drive, Civic Centre
SAULT STE. MARIE, ON
P6A 5X6

t.vair@cityssm.on.ca

18.12. Applicable Laws

This Agreement will be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario and the Parties hereto acknowledge the jurisdiction of Courts of Ontario.

18.13. Joint and Several Obligations

Where this Agreement has been executed by more than one Recipient, the liability of each Recipient is joint and several, and every reference in this Agreement to the "Recipient" or "it" or "its" in the context of referring to the Recipient shall be construed as meaning each person named as a Recipient, as well as all of them. Without limiting the generality of the foregoing, all covenants, representations and warranties of the Recipient in this Agreement shall be construed as having been made by each Recipient and by all of them considered as a single person.

18.14. Counterparts

This Agreement may be signed in counterparts, each of which when executed and delivered shall constitute one and the same document; these counterparts taken together shall constitute one and the same Agreement. The executed Agreement shall be delivered electronically through the FedNor Portal or by email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. However, the Recipient must provide the Minister with the original as soon as the Minister requests it in accordance with section 19 of this Agreement.

19. ACCEPTANCE AND SIGNATURES

The Agreement has been drafted in one original copy and shall come into force upon receipt by the Minister of a copy signed and delivered electronically through the FedNor Portal or email by the Recipient within sixty (60) days of the date on which the Agreement was sent, failing which it shall become null and void. The Recipient shall execute the Agreement by wet signature and shall scan the Agreement to deliver it electronically on the FedNor Portal or email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. The Recipient must retain the wet-signed copy of the Agreement for the entirety of its term, and must provide it to the Minister upon its request.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

**THE MINISTER OF INDIGENOUS SERVICES, REFERRED TO AS MINISTER OF
INDIGENOUS SERVICES AND MINISTER RESPONSIBLE FOR THE FEDERAL
ECONOMIC DEVELOPMENT AGENCY FOR NORTHERN ONTARIO**

Per: Perreault, Lucie Digitally signed by Perreault,
Lucie
Date: 2024.12.13 16:55:21 -05'00'

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date: _____, 20____
(Insert date of signature)

Signature

Name: _____
(please print)

Title/Position: _____
(please print)

Date: _____, 20____
(Insert date of signature)

Signature

Name: _____
(please print)

Title/Position: _____
(please print)

SCHEDULE A

STATEMENT OF WORK

The Corporation of the City of Sault Ste. Marie

PROJECT DESCRIPTION

The Ermatinger Clergue National Historic Site will implement its Digital Tourism Strategy including through the adoption of innovative and expanded tourism experiences. This strategy was developed in 2023 with financial assistance from the Department of Canadian Heritage. The goal of this project is to increase tourism spending in the region through providing new year-round immersive products.

This implementation project will include four overall activities:

- Augmented Reality (AR) and interactive storytelling connected to the exhibits, in both official languages.
- Tourism marketing, and new marketing strategies to showcase the new AR including social media posts in both official languages.
- Installing a heating system in the historic Clergue Blockhouse to become a full year-round attraction.
- A new website independent from the City's, including e-commerce capability and highlighting these new products.

PROJECT LOCATION

SAULT STE. MARIE, ON

PROJECT DATES

The Recipient shall start the Project by the Project Start Date.

The Recipient shall have completed the project, to the satisfaction of the Minister, by the Project Completion Date.

WORKPLAN ACTIVITIES, TIMELINES AND MILESTONES

The expected workplan and timelines for the project include:

Activity 1 - Website Development

- Tender documents and specifications in January 2025
- RFP / tender in February 2025
- Secure company and first meetings in March 2025
- Website Development from April to September 2025
- Review draft website and make corrections from September and October 2025
- Launch website from October 2025

Activity 2 - AR and QR coding

- Tender documents and specifications in December 2024
- RFP / tender in December 2024
- Secure company and first meetings in January 2025
- AR content development and storytelling from February 2025 to June 2025
- AR draft review by many including First Nations and Metis from February 2025 to June 2025
- Test product from July and August 2025
- Work out glitches and make corrections from August and September 2025
- Final Product Launch and include info on website in October 2025

Activity 3 - Tourism Marketing

- Meet with Tourism partners from January to March 2025
- Develop digital content from November to May 2025
- Create marketing strategies from January to May 2025
- Market readiness for August to October 2025

Activity 4 - Heritage Building - Blockhouse heating

- Tender documents and specifications in February 2025
- RFP / tender in March 2025
- Delivery and installation of equipment from May to August 2025

PERFORMANCE MEASURES AND TRACKING PLAN

Economic benefits would include: one tourism operation expanded; one strategy implemented; one website developed; new product development -- Augmented Reality and digital interactive storytelling created for exhibits (in both official languages); heating units added to the Clergue Blockhouse building to allow for year-round accessibility; one new marketing campaign developed to highlight new improvements.

PROJECT BUDGET

<u>Project Costs</u>		<u>Financing</u>	
Eligible Costs		Minister	\$195,000
Supported	\$225,000	Other Federal	
Not Supported	\$0	Other Federal tax	
Ineligible Costs	\$0	Provincial	
		Provincial tax	
		Municipal	
		Applicant	\$5,000
		Other	\$25,000
Total	\$225,000		\$225,000

<u>Cost Items</u>	<u>Details</u>	<u>Minister's Rate of Assistance (%)</u>	<u>Eligible Supported Costs</u>	<u>Eligible Not- Supported Costs</u>	<u>Ineligible Costs</u>	<u>Total Costs</u>
Equipment, equipment delivery, installation and warranties	Equipment, equipment delivery, installation and warranties - Équipement, livraison, installation des équipements et garanties	86.67	\$35,000			\$35,000
Marketing, promotion, demonstrations and outreach	Marketing, promotion, demonstrations and outreach - Marketing, promotion, démonstrations et sensibilisation	86.67	\$10,000			\$10,000
Website or video development	Website development	86.67	\$25,000			\$25,000
Product development costs	Augmented Reality Attraction	86.67	\$155,000			\$155,000
Total		86.67	\$225,000	\$0	\$0	\$225,000

<u>Financing Source(s)</u>	<u>Financing Details</u>	<u>Total Financing</u>
Applicant / Client	Client contribution	\$5,000
Other	Other	\$20,000
Other	Other	\$5,000

SCHEDULE B
COSTING MEMORANDUM
Northern Ontario Development Program

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. The Recipient's cost accounting system should establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE COSTS

Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:

- a) directly related to the Project;
- b) reasonable;
- c) appear in "Schedule A - *Statement of Work*"; and
- d) incurred in respect of activities which are Incremental to the usual activities of the Recipient.

3. INELIGIBLE COSTS

For greater certainty, any costs that do not qualify as Eligible Costs in accordance with section 2 of this Schedule, shall be ineligible.

By way of example, Ineligible Costs include, but are not limited to, the following:

- a) The purchase of any assets for more than the fair market value of the said asset;
- b) refinancing;
- c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- d) depreciation or amortization expenses;
- e) interest on invested capital, bonds, debentures, or mortgages;
- f) losses on investments, bad debts and any other debts;
- g) fines or penalties;
- h) costs related to litigation;
- i) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- j) opportunity costs;
- k) hospitality and entertainment costs;
- l) dues and other membership costs (e.g. professional designations);
- m) Land acquisition; and
- n) lobbyist fees.

4. VARIANCE OF COSTS

Variance of any Eligible Supported Costs listed in Schedule A –*Statement of Work* in excess of 15% requires the prior written approval of the Minister.

5. REASONABLE COSTS

An Eligible Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

- a) whether the cost is considered normal and necessary for the conduct of the Recipient's business or performance of the Project;
- b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;
- c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
- d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and
- e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general administrative expenses.

6. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only the time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed.

The payroll rate is the actual gross pay rate for each employee (normal remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits, such as the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) may not normally exceed 20% of direct labour costs.

7. CONTRACTOR/CONSULTANTS

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient.

The contractor or consultant shall not acquire any rights to the product or process developed as a result of services provided.

8. DIRECT MATERIALS

Eligible Costs includes the net price of any purchase, directly related to the Project, after deducting all trade discounts.

9. CREDITS

Credits are defined as the applicable portion of any income, rebate, allowance or other credit relating to any uncured cost received by or accruing to the Recipient. This includes the input tax credit and the reimbursement of sales tax under paid by the Recipient for goods and services. These credits must be taken into consideration in calculating Eligible Costs.

10. SPECIAL PURPOSE EQUIPMENTS

Eligible Costs can include equipment that is acquired or constructed exclusively for use in the Project that is not normal to operations, and specifically identified in this Schedule A – *Statement of Work*. Eligible Costs will be net of trade discounts; where the equipment is leased, costs net of interest and carrying costs are eligible.

11. RELATED PARTIES

Costs of goods or services (including labour) acquired from related parties to the Recipient, must be valued at the cost incurred by the related party and shall not include any mark up for profit and shall not exceed fair market value. The Minister might not consider the eligibility of any of these costs unless access is provided to the relevant records of the related party.

12. TRAVEL

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Eligible travel expenses shall include reasonable costs incurred at economy rates.

Where a personal automobile is to be used, kilometer (mileage) rate will be based on current National Joint Council Travel Rates and Allowances (<http://www.njc-cnm.gc.ca/s3/en>).

Actual costs at the destination will be allowed for food, accommodation and surface transportation (taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Entertainment costs, including alcohol as per the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), are not eligible.

For auditing and records keeping purposes, all receipts are to be kept for all Project activities.

SCHEDULE C

CLAIMS AND REPORTING REQUIREMENTS

1. CLAIMS

The Recipient shall submit the following claims forms and/or report(s) in accordance with sections 6 and 7 of the Agreement:

1.1. Prior to the Initial Claim

The Recipient shall provide the following completed form before submitting the initial claim in accordance with this Agreement:

- a) Request for Payment by Electronic Deposit Interchange (EDI).

1.2. Authorized Official

The Recipient shall provide the following completed form when submitting the initial claim pursuant to this Agreement or when there is a change in the authorized officer:

- a) Recipient Claim Certificate.

1.3. Each Claim

The Recipient shall provide the following completed forms when submitting claims pursuant to sections 6.1.2 and 7.1 of this Agreement:

- a) Claim Summary and/or Advance Claim Form;
- b) Cost Forecast;
- c) Detailed Transaction List;
- d) Progress Activity Report;
- e) Detailed Direct Labour Costs¹;
- f) Travel Costs²;
- g) Hospitality Costs³; and
- h) Capital Equipment Acquisition⁴.

¹ Only applicable for projects with eligible supported labour costs.

² Only applicable for projects with travel costs.

³ Only applicable for project with hospitality costs.

⁴ Only applicable for projects with eligible supported capital equipment costs

1.4. Final Claim

In addition to the documents listed under section 1.3 above, the Recipient shall provide the following completed forms with this final claim pursuant to sections 6.3 and 7.2 of this Agreement:

- a) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project;
- b) Final Statement of Total Project Costs & Funding (Actual); and
- c) Final Results Report.

1.5. Payable at Year End (PAYE) Set-Up

The Recipient shall provide the following completed form on or before the end of each Fiscal Year pursuant to section 6.8 of the Agreement:

- a) Claim Summary and/or Advance Claim Form; and
- b) Detailed Transaction List.

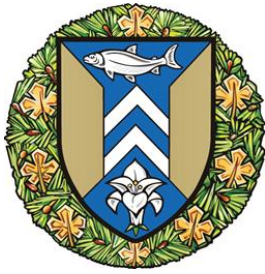
1.6. Two-Year Follow-up Results Report

The Recipient shall provide the following report no later than forty-five (45) days following receipt of the report template pursuant to section 7.2 b):

- a) Final Results/Two year Follow-up Results Report.

Additional reporting requirements may be required by the Minister and will be provided to the Recipient, if necessary.

For copies of the forms/reports visit the FedNor website: <https://fednor.canada.ca/en/resources-and-tools/forms-and-templates> to view or download.



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Carl Rumiel, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Housing Enabling Water Systems Fund – Transfer
Payment Agreement

Purpose

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for the Housing Enabling Water Systems Fund (HEWSF) for improvements to the Peoples Road Sanitary Sewer.

Background

The Ministry of Infrastructure recently approved the Peoples Road Sanitary Sewer Improvements project, which was submitted as the City's application under the HEWSF. The Province will contribute 73 percent of the total eligible costs, up to a maximum of \$7,424,320.75.

Analysis

In order to access the grant, it is necessary for the City to enter into a transfer payment agreement with the Province. The Peoples Road project is in the Capital Transportation Program planned to be completed in two phases in 2025 and 2026.

Financial Implications

The estimated cost of the Peoples Road project for 2025 and 2026 is \$19.7M, with \$7,424,320 coming from the Province through the HEWSF and the remainder funded by the City.

Strategic Plan / Policy Impact / Climate Impact

Improvements to core infrastructure, such as sanitary sewers, are linked to the infrastructure focus area of the corporate strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-9 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Housing Enabling Water Systems Fund – Agreement

January 13, 2025

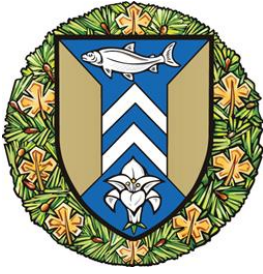
Page 2.

Respectfully submitted,

Carl Rumié, P. Eng.,
Director of Engineering

705.759.5379

c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumiel, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Ronald A. Irwin Civic Centre – Seventh Floor

Purpose

The purpose of this report is to address a June 24, 2024 Council resolution:

*Whereas the Ronald A. Irwin Civic Centre is located on our waterfront, and
whereas the property hosts beautiful views of our river and surrounding
naturescape; and*

Whereas the property has panoramic views from its seventh floor; and

Whereas vacant space exists on the property; and

*Whereas the City currently holds third party leases with several businesses
on its properties; including the Ice Breaker Bar and Grill at the John Rhodes
Community Centre; and*

*Whereas much consultation and consideration is currently underway to
improve and develop economically our most treasured asset; and*

*Whereas multiple celebrations and events have been held in the existing
spaces at the Ronald A. Irwin Civic Centre; and*

*Whereas the potential to have a multi-use event space available to public
enterprise has not been examined;*

*Now Therefore Be It Resolved that staff be requested to undertake an
inspection of the seventh floor space and bring a report to Council regarding
a possible business plan to create a commercial space within the Ronald A.
Irwin Civic Centre.*

Background

The seventh floor of the Civic Centre has been used in the past by City Departments such as the former Economic Development Corporation and the

Local Immigration Partnership as office space. Most recently, it has been made available to Civic Centre staff as a lounge for breaks, lunch, or other gatherings organized by staff. There is also a dedicated quiet space for staff who require privacy for short periods during the workday.

Analysis

Consideration of creating a multi-use rental space in the Civic Centre that can be rented out to the public for special events or to a commercial business requires an examination of existing amenities within the space, accessibility of the space, and compatibility of the proposed use with the Civic Centre's existing operations.

Currently, the seventh floor has a small kitchenette with water; however, it does not have washroom facilities. To rent this space out, the ideal configuration would include a washroom on the seventh floor. Renovations to install a universal washroom would cost approximately \$25K. This would cut into the existing floor space. The alternative would be to allow access to the sixth-floor washrooms, which would require a reconfiguration of security systems to prevent access to the rest of the building for those attending events on the seventh floor.

Staff reviewed this resolution with the City's Accessibility Coordinator and confirmed that the seventh floor's accessibility is not to a standard that could include the general public. Currently, the Civic Centre's main elevator only goes to the sixth floor. Extending the elevator to the seventh floor would not be feasible as the project would essentially require an additional floor above, which would be cost-prohibitive. Alternative lift devices, such as chair lifts in the stairwell, are not allowed under the Ontario Building Code for use in a building such as the Civic Centre. Therefore, the only way to access the seventh floor is to take the elevator to the sixth floor and then take the stairs up to the seventh. From an accessibility standpoint, the Corporation would be in a very difficult position if the seventh-floor space were made public because the space would not be available to everyone. The City is expected to be a leader in the community in accessibility, and if this space can't be made accessible, it is recommended that the space not be made public or rented out.

Opening up the seventh floor also creates security issues with the existing building operations. Currently, the sixth floor is occupied by the Sault Ste. Marie Innovation Centre. Allowing access to the seventh floor via the sixth floor would require renovations to secure the office space that SSMIC currently rents but still allow access from the elevator to the stairwells. Further, other than the lobby area, the Civic Centre is a secured facility and access to the other areas of the building is by invitation or appointment. Allowing public access to the seventh floor will present challenges that would require renovations, technology upgrades or added security.

The seventh floor is currently being utilized by staff of all departments in the building. The space serves as a comfortable space where staff can take breaks or lunch, as well as a quiet area to retreat to for privacy or to deal with personal mental

health issues. Civic Centre management staff were asked to comment on their respective staff's use of the seventh-floor space. Below is a summary of their responses:

- Used as a lunchroom to get away from the office;
- This is a suggested place for staff when they need space to disconnect for mental health breaks;
- Summer students regularly use the space;
- Used for staff group functions;
- Used as a quiet space for private phone calls; and
- Could be used as a prayer space.

Given this use, the seventh floor would be recommended for evenings and weekends only should the Council wish to invest in the building and security upgrades required for public use.

Rental rates for the space could be set at a premium to recoup the investment.

The current policy on room rentals for the City states that meeting rooms in the Civic Centre are rented out to the following eligible groups:

- City Council;
- Boards and Committees of Council;
- City Departments;
- Senior levels of government; and
- Local organizations that are non-political, non-union, non-profit, non-sectarian, non-business or non-professional in nature, for meetings in the off hours.

The user fee by-law publishes rental fees for these rooms ranging from \$57-\$114 per day, depending on the room size, and \$289 per day for the rental of Council Chambers.

Staff feels that the seventh floor is currently well-used by City staff on a daily basis. Further, accessibility of the space would be an issue for the general public as there is no elevator access and no washroom facilities currently on the seventh floor, which would be required should the space be used as a commercial or rental space. For these reasons, staff do not recommend pursuing the conversion of this space to a multi-use event space or other commercial use.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the infrastructure focus area of the Strategic Plan as it considers new uses of our infrastructure versus maintaining existing uses.

Ronald A. Irwin Civic Centre – Seventh Floor

January 13, 2025

Page 4.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated January 13, 2024 concerning the Ronald A. Irwin Civic Centre – Seventh Floor be received as information.

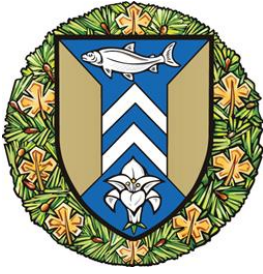
Respectfully submitted,

Carl Rumiel, P. Eng.

Director of Engineering

705.759.5379

c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Lane Assumption, Closing and Conveyance – Cameron Subdivision

Purpose

The purpose of this report is to seek Council approval to assume, close and convey a laneway in the Cameron Subdivision, Plan 310.

Attachment

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

Background

The Legal Department received a request to close and convey public land described as:

20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST,
EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

The Sault Ste. Marie Region Conservation Authority advises that the Subject Property, Cameron Lane – described as 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANES OF HERRICK ST. EXCEPT PART 1 PLAN 1R13380; SSM, is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. SSMRCA does not object to this request.

The Building Department advises that access to civic 115 and civic 121 Church Street is from the lane in question, and the lane is to remain accessible for these properties.

The Planning Department supported the need to maintain access to civic 115 and civic 121 Church St. and that fencing off the end of the lane nearest to the new

development at 110 Pim would alleviate a constituent's concern about through traffic.

The Public Works and Transportation Department responded in favour as privatization of the laneway would remove plowing obligations.

The Engineering Department advised that Enbridge Gas has a pipeline in the laneway which may require an easement. Also, the laneway provides the only access for the adjacent property. If the laneway is sold, consultation with the adjacent neighbor to address easement and maintenance requirements should take place. A catch basin serviced by a drainage pipe that runs within the lane also requires maintenance responsibilities to be transferred. Agreements in principle have been reached and will be formalized alongside the advancement of the transfers.

Community Development and Enterprise Services has no objections.

The Secretary/Treasurer of the Committee of Adjustment supports the sale. The concerns raised in these comments have been settled and included in a recent decision. The transfer of the lane in the prescribed manner is a condition of the decision.

Analysis

Not applicable.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2025-2 and 2025-3 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King

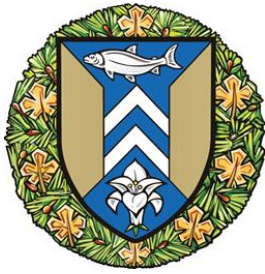
Solicitor

705.759.2662

j.king3@cityssm.on.ca

Schedule "A"





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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Maggie McAuley, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Traffic Bylaw Updates 2025

Purpose

The purpose of this report is to seek Council approval of amendments to the Traffic By-law No. 77-200.

Background

Upon review of the Traffic Bylaw, amendments are required in order to match the by-law to the existing signage that has been in place for a number of years and allow a parking pattern that has been proven to not impede operations. The dates have been adjusted to match the City's winter operation schedule.

Analysis

Schedule A Section 6 – Parking Prohibited

Remove:

Street	Side	From	To	Prohibited Times or Day
Village Court	Both	Lake Street	Easterly dead end	Any time

Add:

Street	Side	From	To	Prohibited Times or Day
Village Court	North	Lake Street	Easterly dead end	Any time
Village Court	South	Lake Street	Easterly dead end	November 1 to April 30

Financial Implications

The topic of this report results in no financial implications.

Strategic Plan / Policy Impact / Climate Impact

The recommendations of this request are linked to the infrastructure focus area of the Corporate Strategic Plan.

Recommendation

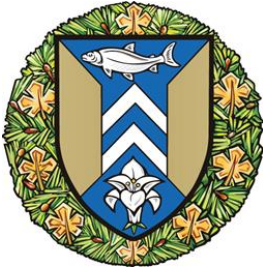
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated January 13, 2025, concerning the Traffic By-law update be received and that the recommended amendments be approved.

Staff will revise the appropriate schedule in the Traffic By-Law which will be brought to Council for approval at a later date.

Respectfully submitted,

Maggie McAuley, P.Eng.
Manager of Design and Transportation Engineering
705.759.5385
m.mcauley@cityssm.on.ca



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Salvatore Marchese, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-13-24-Z 690 Black Road

PURPOSE

The purpose of this report is to rezone 690 Black Road from Rural Area Zone (RA) to Light Industrial Zone (M1) to facilitate the construction of personal storage units on the property.

PROPOSED CHANGE

The applicant is seeking Council approval to rezone the subject property from Rural Area (RA.S429) Zone with Special Exception 429 to Light Industrial (M1.S429) Zone, with an amended Special Exception 429 to repeal all existing provisions and replace them with the following new provision:

1. Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools.
2. Prohibit outdoor storage associated with a contractor's yard.

Subject Property:

- Location: The subject property is located on the east side of Black Road, approximately 200 metres (656 feet) north of the intersection of Black Road and Second Line East.
- Approximate Size: The subject property is rectangular in shape with approximately 46 metres (151 feet) of frontage along Black Road, with a depth of 214 metres (702 feet), and an area of 1.03 hectares (2.55 acres)
- Present Use: Wolowich Tool Repair
- Owner: 2640038 Ontario Inc. (c/o Scott Wolowich)

BACKGROUND

In 2023, the property was subject to an Official Plan Amendment and rezoning to permit a repair and maintenance shop for hand-held power tools, air tools, and other similar uses. At that time, it was intended for a single-detached dwelling home to be built as well.

In 2001 the property and the surrounding area were part of an Industrial Land Strategy, undertaken to identify and protect land for future industrial development

purposes. These lands were designated Industrial in the Official Plan; however, the existing Rural Area Zoning was maintained.

ANALYSIS

Conformity with Official Plan

I.1 An adequate inventory of vacant, serviceable industrial land shall be maintained

The subject property is designated Industrial on Land Use Schedule C of the Official Plan. Industrial lands are for businesses that are engaged in: logging and forestry, manufacturing, construction, transportation and storage, communication, and other utility and wholesale trade industries. The intent, as per the Official Plan Land Use Schedule C, is for this property to be used for industrial purposes.

The subject property is located in an area designated for industrial development, and abuts other industrial properties.

This change from Rural Area (RA) Zone to Industrial (M1) Zone provides additional industrial land that is in line with the Official Plan Land Use Schedule C.

The proposal is consistent with the Official Plan.

Conformity with Provincial Planning Statement 2024

2.1.6.a Planning authorities should support the achievement of *complete communities by* accommodating an appropriate range and mix of land uses, *housing options*, transportation options with *multimodal* access, employment, *public service facilities* and other institutional uses (including schools and associated child care facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs.

2.3.1.2.b Land use patterns within *settlement areas* should be based on densities and a mix of land uses which efficiently use land and resources.

Changing the zoning to an M1 Light Industrial aligns with Land Use Schedule C of the official plan. It further opens additional industrial land that is limited in availability throughout the Municipality.

The proposed project intends to continue using the tool shop on-site and add a personal storage component that will effectively utilize the property beyond the current use.

This proposal is consistent with the Provincial Planning Statement.

Conformity with Growth Plan for Northern Ontario 2011

This proposal is consistent with the Growth Plan for Northern Ontario

COMMENTS

This proposal seeks to amend the planned development of the subject property since it was last rezoned in 2023. The previous application, by the same applicant,

sought to add a single detached house where they are now proposing to add storage units in place of the house.

While it was expected to serve as a transition between the industrial properties to the south and east when rezoned in 2023, this new plan removes the sensitive residential use and allows for the lot to be utilized industrially as per the intent of the Official Plan. Light Industrial (M1) zoning still functions as a transition between land uses, and excludes many of the higher impact industrial uses that can lead to a land use mismatch.

M1 zoning is the least disruptive of the industrial zones, and the uses included in this category are primarily low-impact on neighbouring properties.

As the application has moved through the rezoning process, it has been determined that excluding outdoor storage in association with a contractor's yard is no longer required. The zoning by-law sets out provisions for visually screening outdoor storage from other properties. While a provision to exclude outdoor storage in association with a contractor's yard was sent out with the public notice, a combination of zoning and site plan control will ensure any outdoor storage is appropriately screened from the street and abutting neighbours.

The development proposes to use the subject property for self-storage units in addition to the repair and maintenance shop currently located on the property. The additional use will have minimal impacts on adjacent lands. Personal storage facilities are generally accessed less frequently than other industrial uses and do not produce emissions or high levels of noise that may affect the residents to the north.

The existing repair and maintenance shop is limited to hand-held power tools, air tools, and other similar uses. This results in a similar low-emission, low-noise operation that assists in transitioning to the residential uses to the north of this site.

At this stage, a concept plan has been submitted that shows two potential configurations for the site. Should this application be approved, the next stage would be a site plan control application that will address detailed elements around site design. These elements include stormwater management, required landscaping, access to the site, any required fencing on the property, and other recommended matters that arise through the process.

This proposal also removes the ability to build a residential structure on the subject property, which is a sensitive use that could impact further industrial development of the area.

CONSULTATION

Public notices were mailed to all neighbouring property owners within 120m (400') of the subject property on December 19, 2024. The notice that was mailed to

property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on December 21, 2024. The Sault Star ad represents the required statutory public notice.

Public Comments

At the time of drafting of this report, the abutting neighbour to the north contacted the Planning Department to voice their concern that this rezoning will devalue their property.

Property values are not a land use planning consideration. When evaluating a proposed rezoning, the primary focus is on conformity with the Official Plan and PPS. This land and the land to the north are both designated Industrial in the Official Plan, and this request to change from Rural Area (RA) Zone to Industrial (M1) Zone is consistent with The OP and the longer-term plan for this area.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application:

- No objections/comments – Accessibility, Community Development and Enterprise Services, Economic Development, Fire, Heritage, Legal, Public Works, SSMRCA, Transit
- No response – Batchewana First Nation
- See attached comments – Building, Engineering, PUC

Building has indicated that over the years, there have been complaints of this property being used as a contractor's yard with outdoor storage. There are currently no active complaints. The complaints against the property date back to 2019 when the site had a different owner, and the issues in regard to the complaint were remedied. Building advises that a building permit application will be required when the owner decides to proceed with the development.

Engineering would like to ensure that stormwater management is addressed as part of this development and recommend that the site be subject to site plan control.

PUC has no objections to the development but advises the applicant to reach out early in the process to discuss the water and electrical requirements for the work proposed on-site.

The recommendation to place the property under site plan control will allow Engineering to ensure drainage is properly managed on-site. Site plan control will also allow any future developments to undergo a review process that will consider impacts on the residential properties to the north.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from the approval of this application.

SUMMARY

An application has been submitted to rezone the subject property from Rural Area to Light Industrial (M1). This proposal supports the intended land use as per the Official Plan and represents an incremental increase in the property's industrial use.

By removing the sensitive residential land use provision of the previous zoning, this proposal aligns more with the current Industrial land use designation while also creating a transition between this zone and the residential uses to the north. The addition of storage units on the property has a low overall impact on both the subject & surrounding properties, and any future development would be subject to a revision of the site plan that would allow mitigation for any use that may be more intense than the current proposal.

Planning staff recommend approving this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-13-24-Z 690 Black Road be received and that Council approve this application in the following manner:

Rezone the subject property from Rural Area (RA.S429) Zone with Special Exception 429 to Light Industrial (M1.S429) Zone, with an amended Special Exception 429 to repeal all existing provisions and replace them with the following new provision:

1. Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools.

And that the property be deemed subject to site plan control as per section 41 of the *Planning Act*.

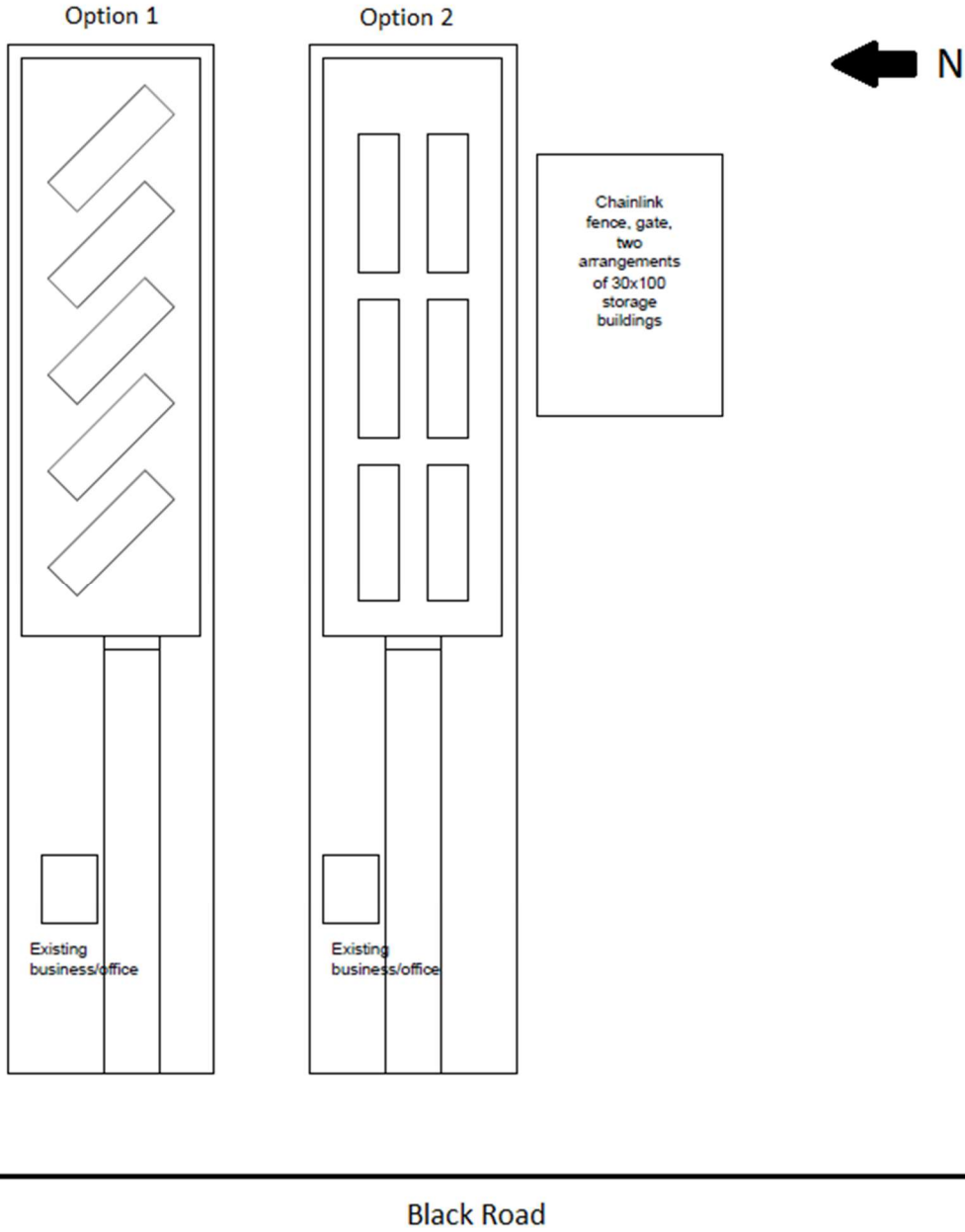
And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

A-13-24-Z 690 Black Road
January 13, 2025
Page 6.

Salvatore Marchese
Junior Planner
705.759.5445
s.marchese@cityssm.on.ca

CONCEPT PLAN



Hello Samir,

The building Division would like to provide the following comments.

The Building Division has received multiple complaints over the years stating that this property was being used as a contractor's yard with outdoor storage. There are currently no active complaints on this property.

A building permit application submission package will be required when the owner decides to proceed with the proposed development prior to construction commencing. Compliance with the Ontario Building Code and Applicable law will be required and reviewed at that time.

Sincerely;

Frank Bentrovato, MAATO, CBCO, BCIN
Coordinator Plans Examination
Public Works & Engineering Services
705.759.2750 f.bentrovato@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Hi Samir:

The Engineering Division has reviewed the above-noted application and requests that the property be subject to site plan control. Stormwater management and drainage, will be addressed as part of the detailed review under the site plan control process.

CR

Carl Rumié, P.Eng.

Director of 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



Your work day & my work day may be different so please do not feel obliged to respond to this email outside of your work hours.



YOUR TRUSTED UTILITY
FOR A BRIGHTER TOMORROW



December 20, 2024

Peter Tonazzo
Director of Planning
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: 690 Black Rd – Application No. #A-13-24

With regards to the above referenced rezoning application, please refer to the below comments:

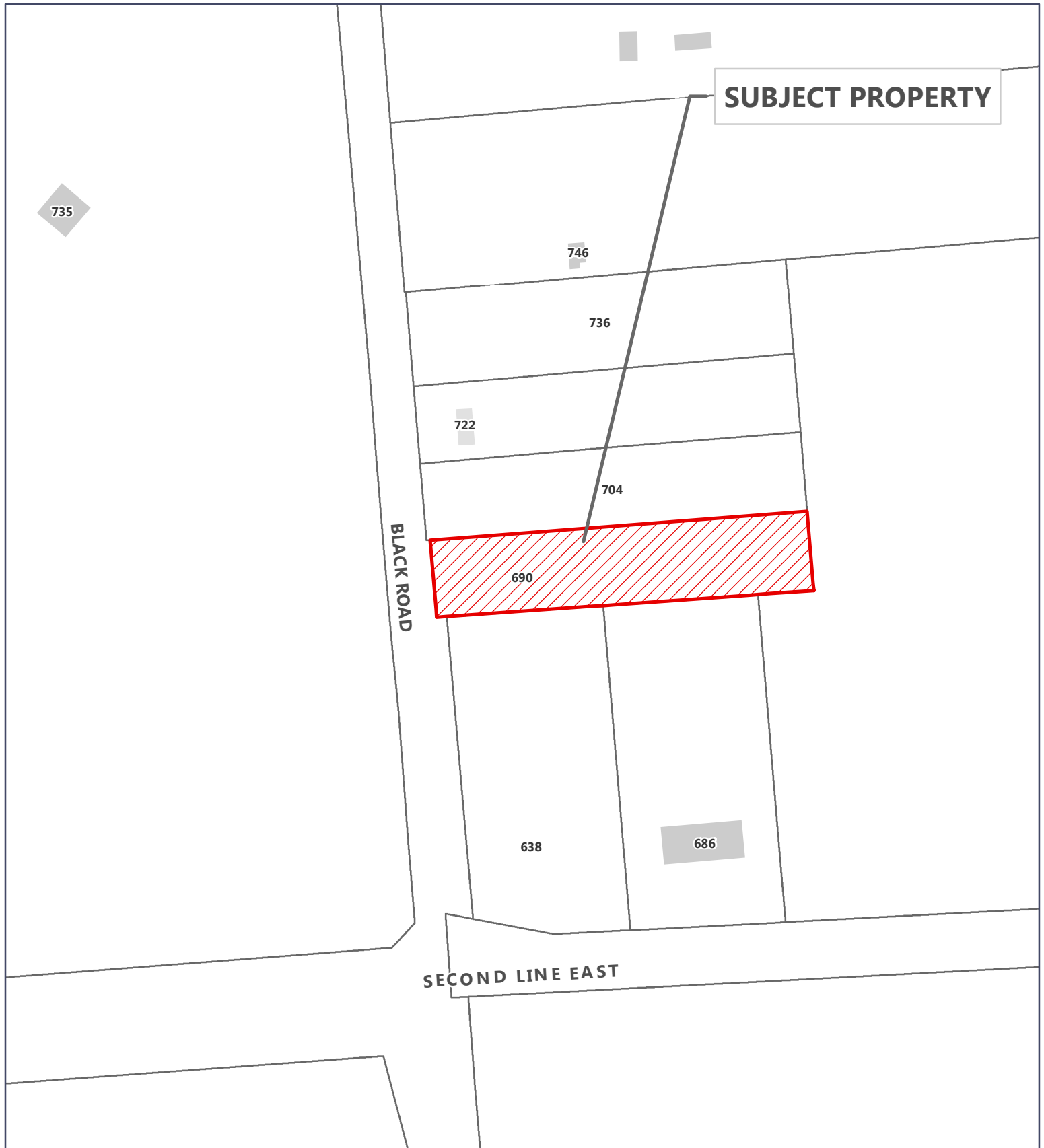
- PUC Distribution Inc. has no concerns with the proposed rezoning.
- The Public Utilities Commission of the City of Sault Ste. Marie has no concerns with the proposed rezoning.

We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical servicing for the development.

Yours truly,
PUC Services Inc.

Mitchell Paradis, P.Eng.
Manager, Electrical Engineering

MP*km



Application A-13-24: Subject Properties

Property Information



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

-  Subject Property
-  Parcel Fabric

Civic Add.: 690 Black Rd
Roll No.: 030082003000000
Map No.: 88/516/1-98
Date Created: December 6, 2024





Application A-13-24: Aerial Image

Property Information



SAULT STE. MARIE Planning and Enterprise Services

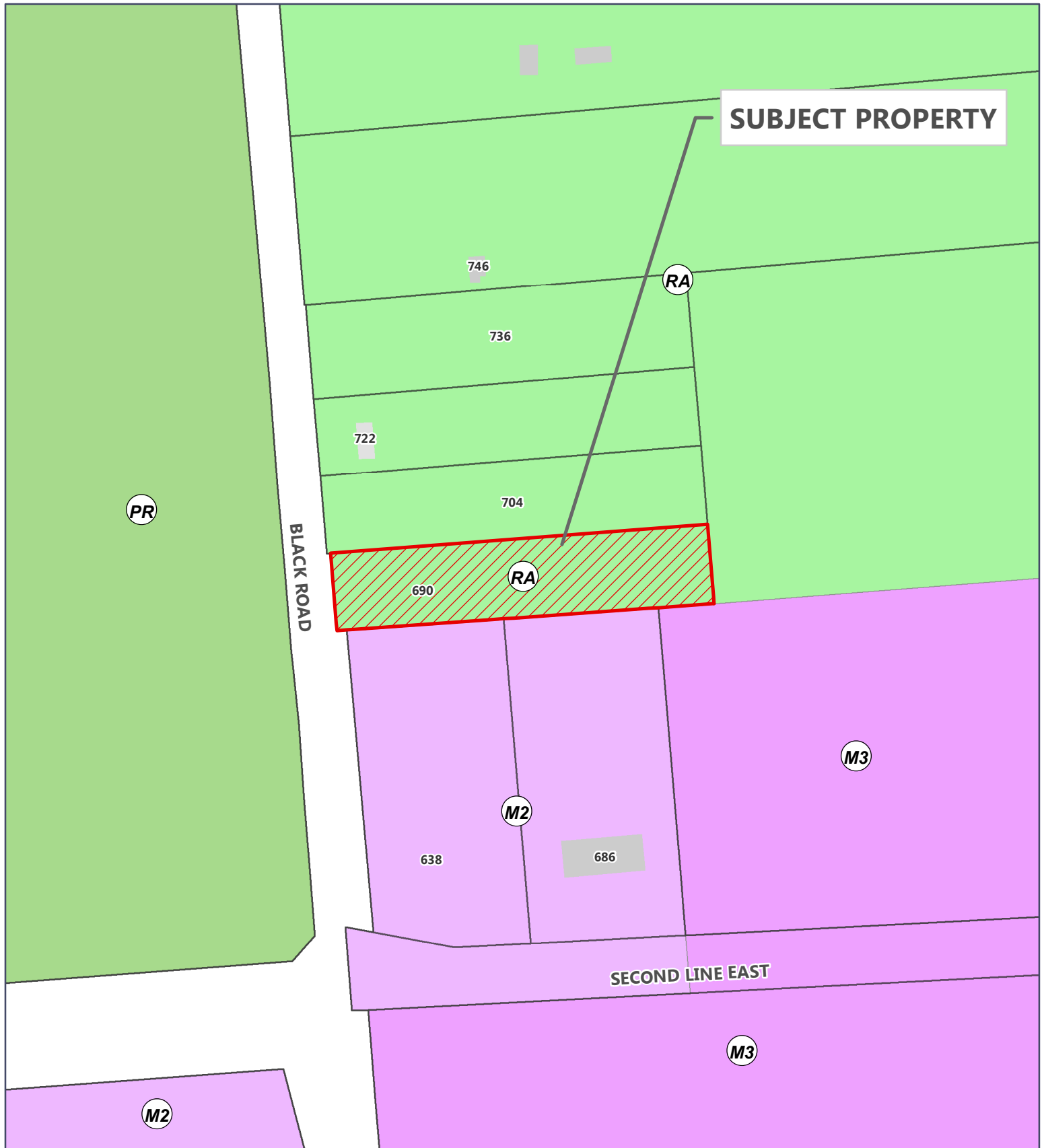
Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

-  Subject Property
-  Parcel Fabric

Civic Add.: 690 Black Rd
Roll No.: 030082003000000
Map No.: 88/516/1-98
Date Created: December 6, 2024

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This map is for general reference only
Orthophoto: 2022





Application A-13-24: Existing Zoning

Property Information



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

Parcel Fabric	R3 - Low Density Residential Zone
C1 - Traditional Commercial Zone	R4 - Medium Density Residential Zone
C2 - Central Commercial Zone	R5 - High Density Residential Zone
CT2 - Commercial Transitional Zone	R6 - Mobile Home Residential Zone
C3 - Riverfront Zone; C3hp	I - Institutional Zone
C4 - General Commercial Zone; C4hp	EM - Environmental Management Zone
C5 - Shopping Centre Zone	PR - Parks and Recreation Zone
HZ - Highway Zone	RA - Rural Area Zone
M1 - Light Industrial Zone	RP - Rural Precambrian Uplands Zone
M2 - Medium Industrial Zone; M2hp	REX - Rural Aggregate Extraction Zone
M3 - Heavy Industrial Zone	AIR - Airport Zone
R1 - Estate Residential Zone	Use - Commercial Dock
R2 - Single Detached Residential Zone; R2hp	

Civic Add.: 690 Black Rd
 Roll No.: 030082003000000
 Map No.: 88/516/1-98
 Date Created: December 6, 2024

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 1:3,000
 This map is for general reference only.





The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

690 Black Road
Application No.: A-13-24-Z
Applicant: Scott Wolowich

Date: January 13, 2025
Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

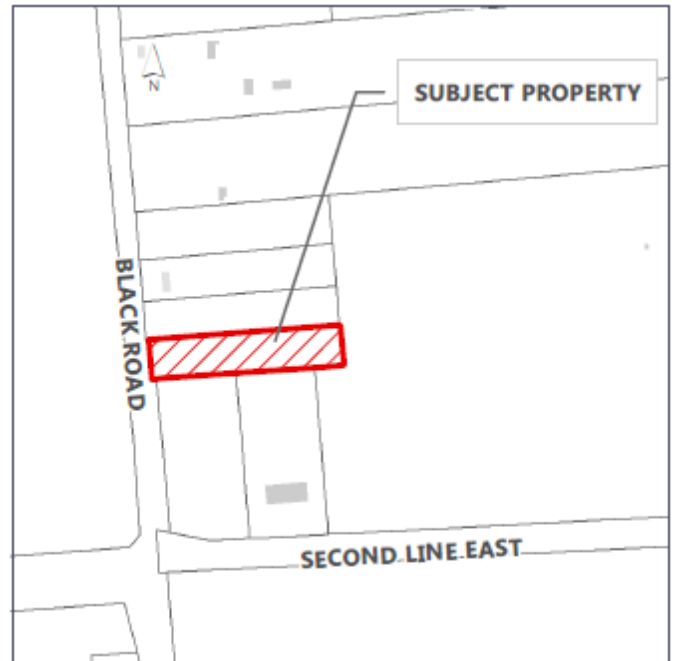
PURPOSE

The applicant, Scott Wolowich, has submitted an application to rezone 690 Black Road from Rural Area (RA) Zone to Light Industrial (M1) Zone to facilitate the construction of outdoor personal storage units on the property.

PROPOSED CHANGE

Rezone the subject property from Rural Area (RA.S429) Zone with special exception 429 to Light Industrial (M1.S429) Zone, with an amended Special Exception 429 to repeal all existing provisions and replace them with the following new provisions:

1. Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools, in addition to the uses permitted in an M1 Zone.
2. Prohibit outdoor storage associated with a Contractor's Yard.



HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, January 13, 2025 at 5:00 PM to consider a proposed Zoning By-law Amendment (under sections 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on Thursday, January 09, 2025 and in person on Friday, January 10, 2025, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Salvatore Marchese, Planning Division, at 705.759.5445 or s.marchese@cityssm.on.ca please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Salvatore Marchese, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to s.marchese@cityssm.on.ca with your name, address and application file number on or before **Monday, January 13, 2025.**

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

As per the Planning Act, appeal rights are only provided to specified persons, public bodies, applicants, registered owners of any land to which the by-law and/or plan would apply to, the Minister, and the appropriate approval authority.

If a specific person, public body, registered owner of a subject property does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the specified person, public body or registered owner of a subject property may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

January 3, 2025

Re: Application No.: A-13-24-Z (Scott Wolowich)

Dear Mr. Salvatore Marchese,

We have a residence at 722 Black Road just North of 690 Black Road belonging to Scott Wolowich. We have been here for 35 years and made a beautiful home for ourselves. We feel that an M1 zoning change will not only lower the resale value of our home significantly by being in close proximity to an M1 zone, but the noise and traffic is already affecting us and will become even worse if changed to an M1.

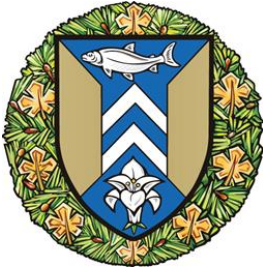
Black Road already has homes all along it to Third Line excluding one Veterinary Clinic and one Church to the South of us. We have Strathclair park across the street for children and adults of all ages to enjoy. The previous owner, Terry Rainone from Palmer Paving tried rezoning the property at 690 Black Road for a contractor's yard years prior and faced opposition from many residences along Black Road and was granted temporary usage only for a contractor's yard.

We also own property adjacent to the proposed 690 Black Road (704 Black Road) and we feel the property has already decreased in value since the tool repair shop was granted. It no longer has residential value due to the noise and traffic to the business – more than we ever expected. An M1 rezoning does not belong on Black Road where there are residents. Black Road also doesn't have sewer and water, but rather well and septic which should be a consideration when rezoning.

We ask that you accept this letter as our opposition to the rezoning request since an M1 zoning next to us would negatively affect us, and we have a right to voice our opinion. There are beautiful residences along this street, and we would like to keep it that way.

Sincerely,

Nick and Anna Scopacasa



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Salvatore Marchese, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-14-24-Z.OP 550 Second Line East

PURPOSE

The purpose of this report is to amend the Official Plan and rezone the subject property at 550 Second Line East to permit office uses of up to 250m² within the existing building to facilitate the relocation of the Municipal Property Assessment Corporation (MPAC) offices to the subject property.

PROPOSED CHANGE

The applicant is seeking Council approval to amend the Official Plan by way of a notwithstanding clause to Industrial-Commercial Area Policy I.10 to permit office uses on the subject property.

Rezone the subject property from Medium Industrial (M2) Zone to Medium Industrial Zone with a Special Exception (M2.S) to include, in addition to those uses permitted in an M2 Zone:

1. Office uses up to 250m² in size.

Subject Property:

- Location: The north side of Second Line East, approximately 287 metres (942 feet) west of Great Northern Road.
- Approximate Size: The subject property is rectangular in shape with approximately 98 metres (322 feet) of frontage and a depth of 122 metres (400 feet), with an area of 1.25 hectares (3.09 acres)
- Present Use: FedEx, Canadian Tire, and Reliance
- Owner: Second Line Properties Ltd.

BACKGROUND

No previous applications for the subject property.

ANALYSIS

Conformity with Official Plan

To bring this application into conformity with the Official Plan a textual amendment to Industrial-Commercial policy I.10 is required to permit office uses on an industrial lot.

Policy C.4 of the Official Plan requires major office buildings to be located in the Downtown area. This proposal will limit the commercial space to 250m² which is below the 300m² used as the threshold for major office use.

This property is located in one of the designated Commercial-Industrial areas outlined in the Official Plan. While the plan lists a combination of industrial and commercial uses for properties on Second Line East between Great Northern Road and Sackville Road, office uses are not specifically permitted. This textual amendment will bring the proposed development in line with the Official Plan.

Conformity with Provincial Planning Statement 2024

2.3.1.2.a Land use patterns within *settlement areas* should be based on densities and a mix of land uses which efficiently use land and resources.

2.8.1.1.a Planning authorities shall promote economic development and competitiveness by providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs.

2.8.1.1.b Planning authorities shall promote economic development and competitiveness by providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses; and take into account the needs of existing and future businesses.

The subject property is primarily occupied by warehouse and repair facilities that align with industrial land uses. The area being considered for office use expands on the economic offerings of the development and gives additional options for both current and future needs of the subject site.

The majority of the building will stay intact with industrial uses, but will allow for a minor portion to be mixed use. This space had previously been used as an ancillary office use to a previous tenant, and this request proposes to reuse the existing vacant space that is configured for office use.

This proposal is consistent with the Provincial Planning Statement.

Conformity with Growth Plan for Northern Ontario 2011

This proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The identified space on the subject property historically functioned as office space for PUC when they occupied this building. At the time this use was permitted as ancillary to the PUC operations.

Currently the subject property is leased out to multiple tenants that are engaged primarily in warehousing activities. Permitting the minor office use will not impact the site anymore than when it operated under the PUC.

Office uses are generally excluded in an industrial zone as they have the potential to cause conflict with other uses on site. Both noise and emissions are considerations in these areas. This site is primarily occupied by warehousing uses and a dispatch and sales office for a home repair service. Having operated office uses on the site previously and having surrounding uses with minimal impacts, supports allowing office uses on a small portion of the site.

While the overall goal of the Official Plan is to see office uses directed to the Downtown, there exists within the City, both Downtown and outside the area, excess vacant commercial properties. Filling these vacancies is an overall priority for the City, with larger scale office uses still being the target of the Downtown. It is not foreseen that this minor office space in an industrial use building will have a negative impact on that overarching goal.

CONSULTATION

Public notices were mailed to all neighbouring property owners within 120m (400') of the subject property on December 19, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on December 21, 2024.

Public Comments

At the time of drafting this report, no public comments have been brought to the attention of Planning staff.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application:

- No objections/comments – Accessibility, Building, Community Development and Enterprise Services, Economic Development, Engineering, Fire, Heritage, Legal, Public Works, SSMRCA
- See attached comments – PUC

No concerns were identified from internal departments or external agencies. It was noted by PUC that the applicant should reach out as early as possible to work through any water and electrical technical requirements that they may need for this proposal.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate impacts anticipated from the approval of this application.

SUMMARY

An application has been submitted to rezone the subject property from Medium Industrial to Medium Industrial with a Special Exception to permit a minor office use. This requires a textual amendment to the Official Plan to permit office use on an industrial lot.

Given the Industrial-Commercial designation of the subject property, this use is adding a commercial component that had been pre-existing as an ancillary use to PUC in the past. Filling these spaces with small scale office uses provides an opportunity for businesses to locate in areas with existing vacancies that may not be attractive for industrial operations.

Planning staff recommend approving this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-14-24-Z.OP 550 Second Line East be received and that Council approve this application in the following manner:

1. Approve Official Plan Amendment No. 257 by way of a notwithstanding clause to permit up to 250m² of office space on the subject property, and;
2. Rezone the subject property from Medium Industrial (M2) Zone to Medium Industrial Zone with Special Exception (M2.S) to include, in addition to those uses permitted in an M2 Zone:

1. Office uses up to 250m² in size.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

Salvatore Marchese

Junior Planner

705.759-5445

s.marchese@cityssm.on.ca

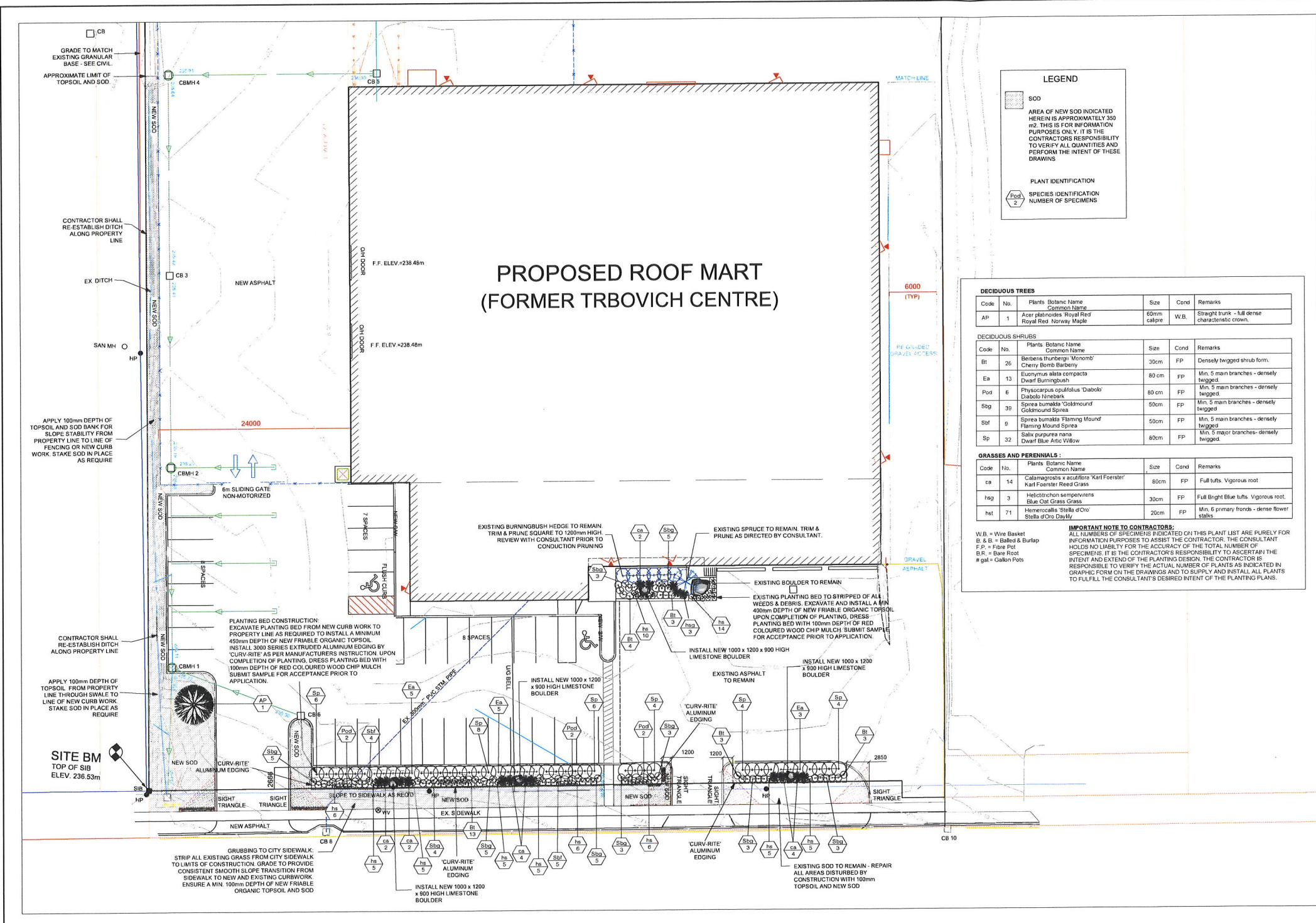
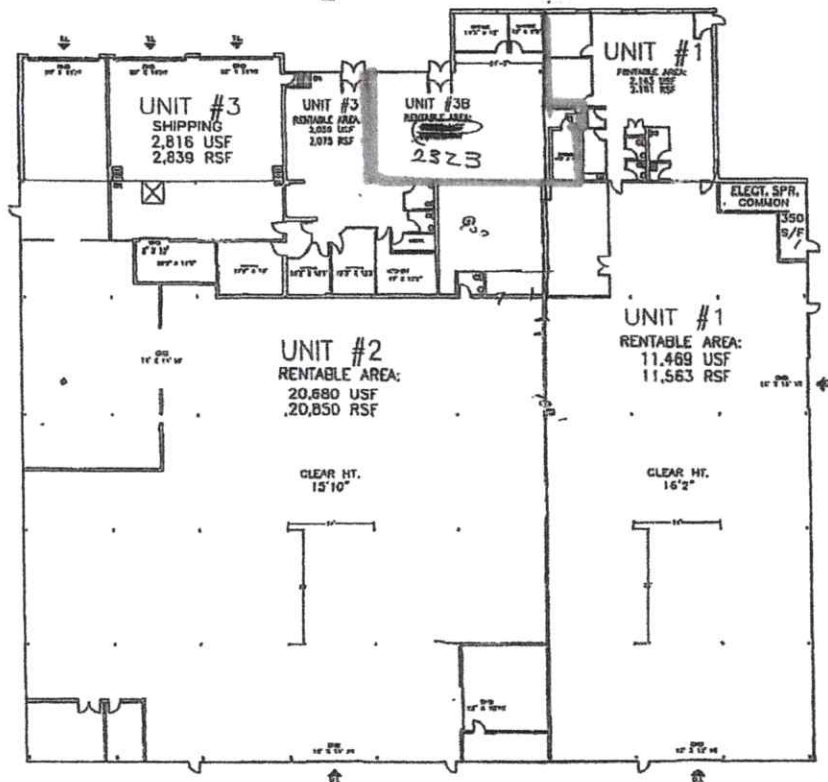


EXHIBIT "A"

PREMISES – UNIT #3B



Unit 1 Fedex
Unit 2 Canadian Tire
Unit 3 Reliance
Unit 3B. mPAC

**AMENDMENT NO. 257
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Industrial-Commercial Policies, and to the Land Use Map (Schedule C).

LOCATION

PT LOT 38, RCP H744 TARENTOROUS, PARTS 1 and 2, 1R-11644; S/T EASEMENT IN GROSS OVER PART 2, 1R-11644 AS IN AL45727; SAULT STE. MARIE, having Civic Number 550 Second Line E, located on the North side of Second Line East, approximately 287 metres West of Great Northern Rd.

BASIS

The Text Amendments are necessary in view of an application to permit:

- a. Permit office space uses up to 250m² on the subject property

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

169. Notwithstanding Industrial-Commercial Policy I.10 of the Official Plan, the property described PT LOT 38, RCP H744 TARENTOROUS, PARTS 1 and 2, 1R-11644; S/T EASEMENT IN GROSS OVER PART 2, 1R-11644 AS IN AL45727; SAULT STE. MARIE, having Civic Number 550 Second Line E, located on the North side of Second Line East, approximately 287 metres West of Great Northern Rd. , may allow office space upon the subject area development up to 250m².

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

December 20, 2024

Peter Tonazzo
Director of Planning
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: 550 Second Line E – Application No. #A-14-24

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. has no concerns with the proposed rezoning.
- The Public Utilities Commission of the City of Sault Ste. Marie has no concerns with the proposed rezoning.

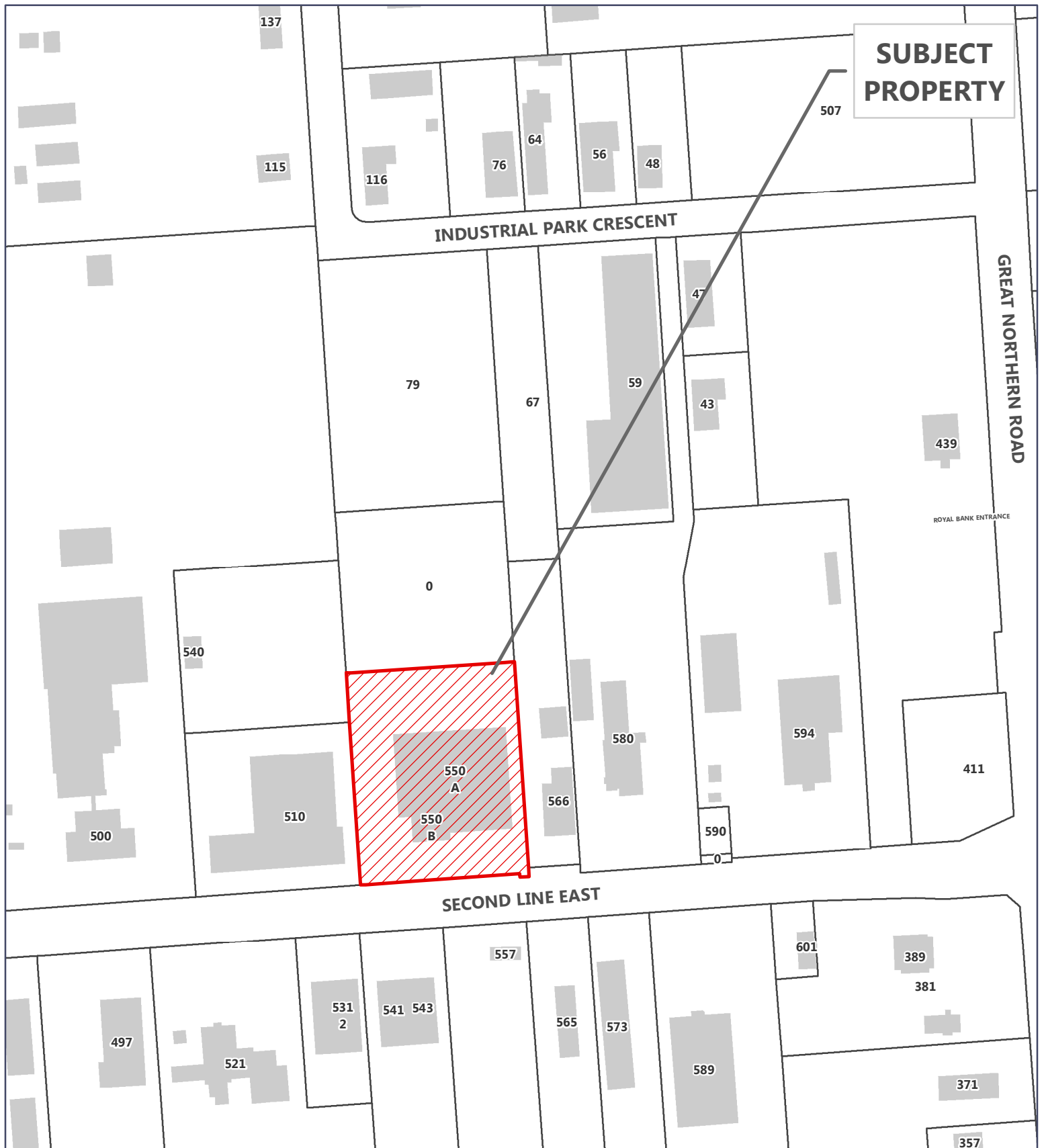
We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical and water servicing for the development.

Yours truly,
PUC Services Inc.



Mitchell Paradis, P.Eng.
Manager, Electrical Engineering

MP*km



Application A-14-24-Z.OP: Subject Property

Property Information



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

- ☐ Parcel Fabric
- ☒ Subject Property: 550 Second Line East

Civic Address: 550 Second Line East
Roll No.: 030062008010000
Map No.: 84/1-94
Date Created: December 30, 2024



Application A-14-24-Z.OP: Aerial Image



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

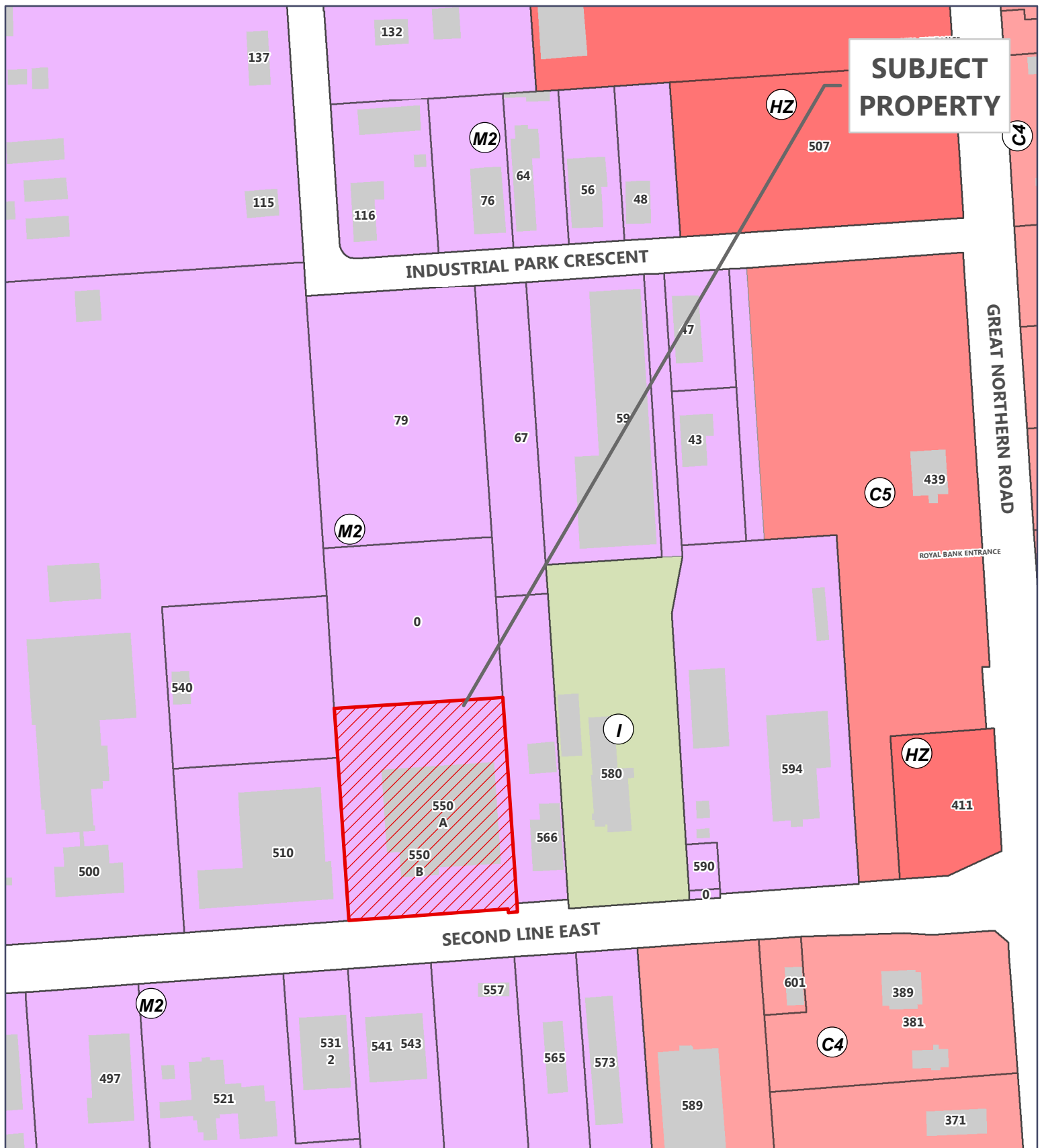
-  Subject Property: 550 Second Line East
-  Parcel Fabric

Property Information

Civic Address: 550 Second Line East
Roll No.: 030062008010000
Map No.: 84/1-94
Date Created: December 30, 2024

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This map is for general reference only
Orthophoto: 2022





Application A-14-24-Z.OP: Existing Zoning

Property Information



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

■ Subject Property: 550 Second Line East	■ R3 - Low Density Residential Zone
■ C1 - Traditional Commercial Zone	■ R4 - Medium Density Residential Zone
■ C2 - Central Commercial Zone	■ R5 - High Density Residential Zone
■ CT2 - Commercial Transitional Zone	■ R6 - Mobile Home Residential Zone
■ C3 - Riverfront Zone; C3hp	■ I - Institutional Zone
■ C4 - General Commercial Zone; C4hp	■ EM - Environmental Management Zone
■ C5 - Shopping Centre Zone	■ PR - Parks and Recreation Zone
■ HZ - Highway Zone	■ RA - Rural Area Zone
■ M1 - Light Industrial Zone	■ RP - Rural Precambrian Uplands Zone
■ M2 - Medium Industrial Zone; M2hp	■ REX - Rural Aggregate Extraction Zone
■ M3 - Heavy Industrial Zone	■ AIR - Airport Zone
■ R1 - Single Detached Residential Zone; R1hp	■ Named Use - Commercial Dock
■ R2 - Single Detached Residential Zone; R2hp	

Civic Address: 550 Second Line East

Roll No.: 030062008010000

Map No.: 84/1-94

Date Created: December 30, 2024

0 30 60 m 1:3,000
This map is for general reference only.





The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

550 Second Line East

Application No.: A-14-24-Z.OP

Applicant: Second Line Properties Ltd. (c/o Orlando M. Rosa)

Date: January 13, 2025
Time: 5:00 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

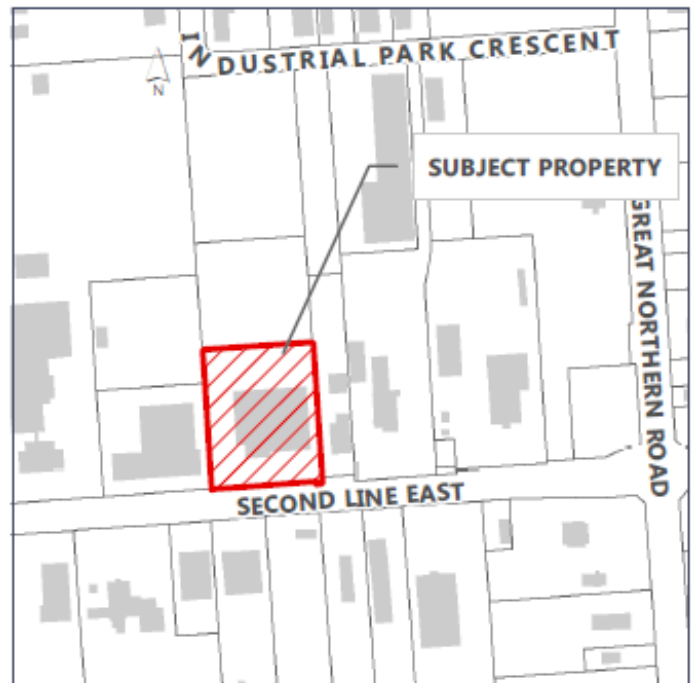
The applicant, Second Line Properties Ltd.(c/o Orlando M. Rosa), has submitted an application to amend the Official Plan and rezone the subject property 550 Second Line East to permit office uses of up to 250m² within the existing building, to facilitate the relocation of the Municipal Property Assessment Corporation (MPAC) offices to the subject property.

PROPOSED CHANGE

Amend the Official Plan by way of a notwithstanding clause to Industrial-Commercial Area Policy I.10 to permit office uses on the subject property.

Rezone the subject property from Medium Industrial (M2) Zone to Medium Industrial Zone with a Special Exception (M2.S) to include, in addition to those uses permitted in an M2 Zone:

1. Office uses up to 250m² gross floor area in size.



HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, January 13, 2025 at 5:00 PM to consider a proposed amendment to the Official Plan and Zoning By-Law No. 2005-150 (under section 17, 22, and 34 of the Planning Act, R.S.O 1990, c.P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance. Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on Thursday, January 09, 2025 and in person on Friday, January 10, 2025, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Salvatore Marchese, Planning Division, at 705.759.5445 or s.marchese@cityssm.on.ca please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Salvatore Marchese, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to s.marchese@cityssm.on.ca with your name, address and application file number on or before **Monday, January 13, 2025.**

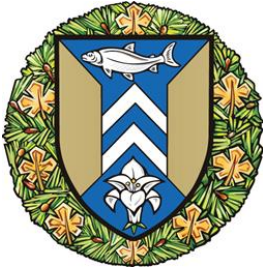
If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

As per the Planning Act, appeal rights are only provided to specified persons, public bodies, applicants, registered owners of any land to which the by-law and/or plan would apply to, the Minister, and the appropriate approval authority.

If a specific person, public body, registered owner of a subject property does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the specified person, public body or registered owner of a subject property may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.



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

COUNCIL REPORT

January 13, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: Board and Committee Appointments 2025-2026

Purpose

The purpose of this report is to request Council approval of board and committee appointment changes.

Background

Holiday Lighting/Hallowe'en Spirit Awards

In the past, Council has appointed community representatives to visit properties and judge lighting and decoration displays. Community members can nominate properties, including their own. Staff contact nominated property owners to describe the program and obtain the necessary consent. Addresses of nominated properties are then listed on the website. Judges attend all properties and submit score sheets to the Clerk's Office. Staff tally the score sheets and winners are notified. Winners are then announced via news release and social media allowing time for the public to visit the winning properties over the holiday season.

Anti-Hate Advisory Committee

The newly formed Anti-Hate Advisory Committee appointed Mayor M. Shoemaker (ex-officio), two members of Council and ten community members to the Anti-Hate Advisory Committee from February 20, 2024 to December 31, 2024.

Analysis

Holiday Lighting/Hallowe'en Spirit Awards

Staff are proposing the dissolution of the judging committee and instead having an online submission process where the public can vote through the City's various social media platforms. This would allow greater participation from the public and bring additional traffic to the City's social media platforms.

Anti-Hate Advisory Committee

Given the early stages of the Committee, staff recommend that the appointments be extended to December 31, 2026.

Board and Committee Extensions

The following committees require an extension as not enough applications to fill the required vacancies were received:

Committee of Revision – Local Improvements;
Community Development Award Committee;
Fence Viewers;
Parks and Recreation Advisory Committee;
Property Standards Committee; and
Tourism Board.

Individuals who applied for these committees will not be required to reapply and their applications will be considered once the extension period closes.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Corporate Strategic Plan, and it will not impact climate mitigation/adaptation.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated January 13, 2025 concerning Board and Committee Appointments 2025-2026 be received and that Council dissolve the Holiday Lighting/Hallowe'en Spirit Judging Committee and extend Anti-Hate Committee appointments until December 31, 2026.

Respectfully submitted,

Madison Zuppa
Deputy City Clerk
705.759.5392
m.zuppa@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-1

TRAFFIC: A by-law to consolidate amendments to Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. BY-LAW 77-200 SCHEDULES AMENDED

Schedules A to Z inclusive and Schedule AA to Traffic By-law 77-200 are amended by listing the items alphabetically in each respective schedule.

2. SCHEDULES

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of By-law 77-200 form part of By-law 2024-1 and By-law 77-200.

3. EFFECTIVE DATE

This by-law is effective from the date of its final passing.

PASSED in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-2

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street Cameron Lane described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, Cameron Subdivision.

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, Cameron Subdivision.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

[illegible]

Page 135 of 267

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2025-4

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 255 and Amendment No. 256 to the Official Plan for the City of Sault Ste. Marie (The Corporation of the City of Sault Ste. Marie, Sackville Road Extension).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 255 and Amendment No. 256 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKEAR

CITY CLERK – RACHEL TYCZINSKI

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**AMENDMENT NO. 255
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule D (Street Classification) of the Official Plan.

LOCATION

The Sackville Road right-of-way that is located between Second Line East and Mary Avenue, with a length of approximately 855 metres.

BASIS

This amendment is necessary to reclassify the existing Sackville Road to its planned function in the road hierarchy.

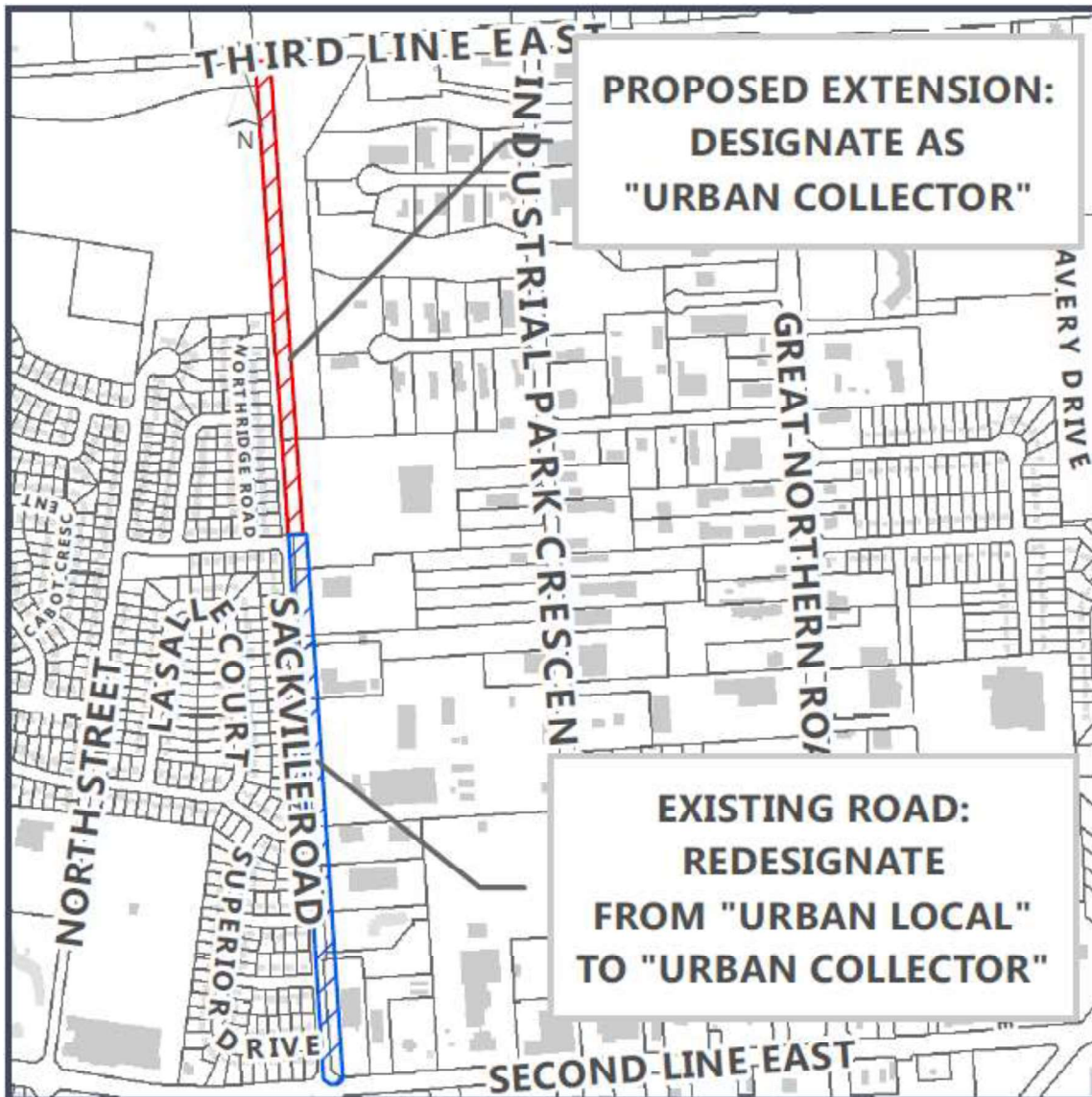
Council now considers it desirable to amend the Official Plan to designate this road segment to 'Urban Collector' on Schedule D (Transportation) of the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule D of the Sault Ste. Marie Official Plan is hereby amended by designating the Sackville Road right-of-way between Second Line East and Mary Avenue to Urban Collector.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



**AMENDMENT NO. 256
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule D (Street Classification) of the Official Plan.

LOCATION

A vacant City-owned right-of-way of approximately 750 metres in length between Mary Avenue and Third Line East.

BASIS

This amendment is necessary in order to permit the extension of Sackville Road between Mary Avenue to Third Line East as recommended by the 2012 Great Northern Road Environmental Assessment Report and the 2015 Transportation Master Plan.

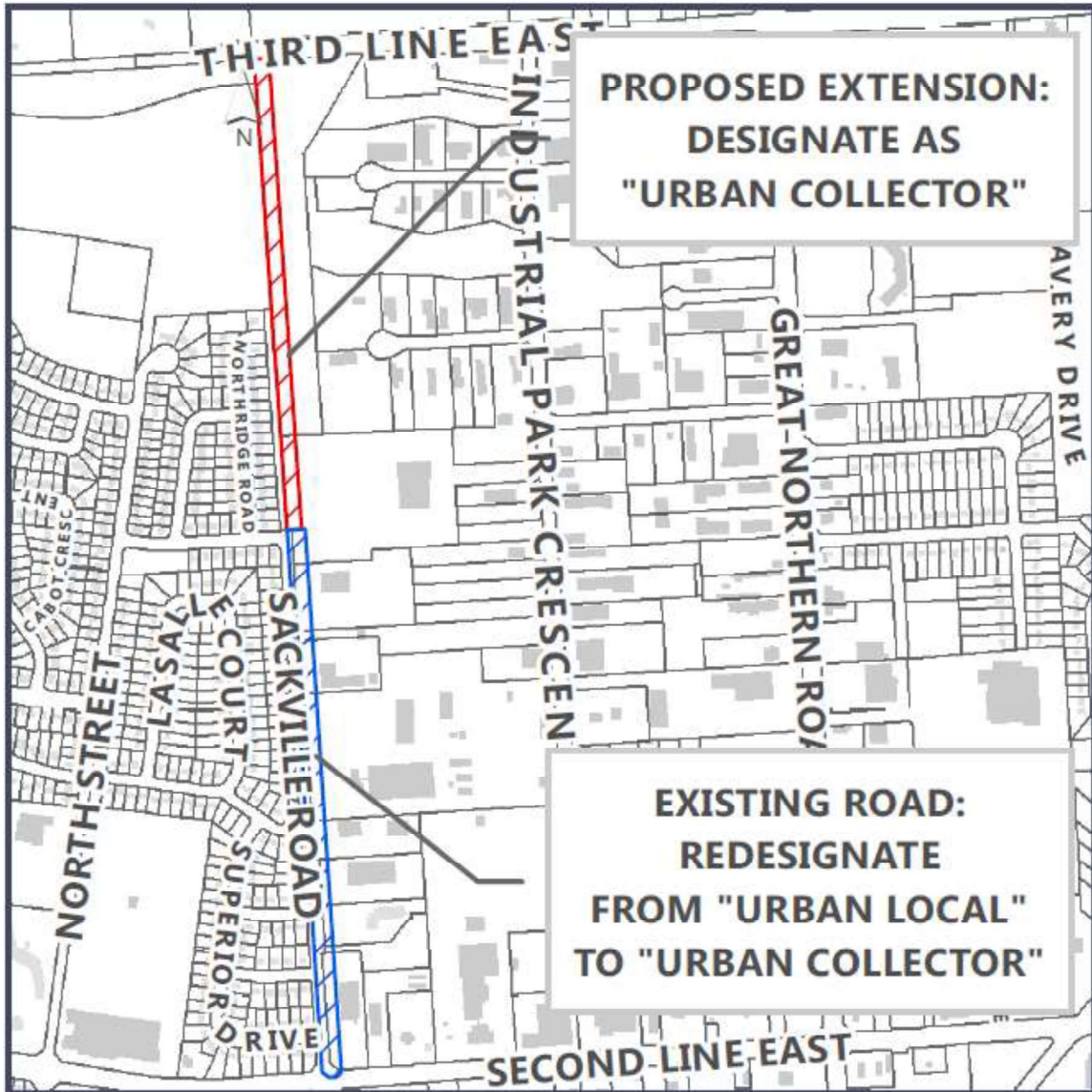
Council now considers it desirable to amend the Official Plan to designate the Sackville Road right-of-way between Mary Avenue and Third Line East to 'Urban Collector' on Schedule D (Transportation) of the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule D of the Sault Ste. Marie Official Plan is hereby amended by designating the Sackville Road right-of-way between Mary Avenue and Third Line East to Urban Collector.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-5

TAXES: A by-law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

NOW THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie, enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286 (5) of the Act.

2. The amounts levied shall be as follows and payable to the Treasurer:

2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2024 in accordance with Section 317(3) paragraph 2 of the Act.

2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2024, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2024 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2024 because assessment was added to the Tax Roll during 2024, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2025 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1.25%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2025.
7. Following December 31, 2024, interest charges of one and one-quarter percent (1.25%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 8.1 One-half (1/2) thereof on the 5th day of March, 2025;
 - 8.2 One-half (1/2) thereof on the 5th day of May, 2025.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2024, adjusted to annualize any assessment changes that occurred during 2024, adjusted to annualize any assessment changes that occurred during 2024. No adjustment shall reduce the 2025 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2025 to be made under the Act shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the Act, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.

15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
16. By-law 2024-2 is hereby repealed
17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-9

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure for the Housing-Enabling Water Systems Fund (HEWSF) for improvements to the Peoples Road Sanitary Sewer.

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 between the City and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Housing-Enabling Water Systems Fund (HEWSF) for improvements to the Peoples Road Sanitary Sewer.

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 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**ONTARIO TRANSFER PAYMENT AGREEMENT
HOUSING-ENABLING WATER SYSTEMS FUND: INTAKE 1**

THE AGREEMENT is effective as of the _____ day of _____, 20____.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the **Minister of Infrastructure**

(the "Province")

- and -

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(the "Recipient")

BACKGROUND

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program designed to help municipalities repair, rehabilitate, and expand core water, wastewater, and stormwater infrastructure.

Projects funded through the program aim to unlock more housing opportunities, support the province's growing population, protect communities, and enhance economic growth.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

3.1 One and the Same Agreement. 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.

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

- 4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** 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) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO**, as represented by the Minister of
Infrastructure

Date

The Honourable Kinga Surma
Minister of Infrastructure

**THE CORPORATION OF THE CITY OF
SAULT STE MARIE**

Date: _____

Name: _____
Title: Mayor - Matthew Shoemaker

I have authority to bind the Recipient.

Date: _____

Name: _____
Title: City Clerk - Rachel Tyczinski

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Construction Contract Award Deadline” means the construction contract award deadline set out in Schedule “E”.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including 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) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) 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.

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

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 A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the Project construction contracts that account for the bulk of the construction work by the Construction Contract Award Deadline; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates 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 required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

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 is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

A5.3 Disposal of Assets. The Recipient will not, without the Province's prior 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 as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;

- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 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 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal

duty to consult and, where appropriate, accommodate Indigenous Communities (the “Duty to Consult”) arises in respect of the Province’s proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,
- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which the Province may deem appropriate.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M.

Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability 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) at least 30 days’ written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control 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;
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to 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 Remediating. If the Province provides 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,
- (d) 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), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not

the Province has demanded their payment,

- (c) such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 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 at the address set out in Schedule “B”.

A15.5 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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 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.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$7,424,321.00
Expiry Date	March 31, 2028
Project Start Deadline	September 30, 2024
Project Completion Deadline	March 31, 2027
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, Ontario M7A 2J4 Email: HEWS@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Carl Rumiel, Director of Engineering Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Email: c.rumiel@cityssm.on.ca

Additional Provisions:

None

SCHEDULE “C”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will upgrade wastewater infrastructure within the City of Sault Ste. Marie. The project will involve reconstruction of approximately 1.4 kilometres of sanitary sewers including sewer lateral replacement to the property lines, and road restoration of Peoples Road, from Churchill Ave to Third Line E. The outcomes of this project will enhance the water system, promote growth, and enable housing.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$10,170,302.40

C2.2 Province’s Reimbursement Rate. Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 27% recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;

- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);
- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

SCHEDULE “E” MILESTONE PAYMENT PLAN

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient's compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule “F” for more detail)
Milestone 1: Execution of the Agreement.	25% of the Maximum Funds.	<i>The following documentation is required prior to execution of the Agreement:</i> • <i>Municipal by-law as described in section A2.2(b), and</i> • <i>Initial Project Report as described in Schedule “F”.</i>
Milestone 2: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Spring 2025 or Fall 2025 Project Progress Report.	Up to 60% of the Maximum Funds. The payment amount is subject to the adjustments set out in section A4.2(c).	• Construction Contract Award Documentation, • Spring 2025 or Fall 2025 Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
Milestone 3: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.	• Final Report, • Compliance with the Financial Information Return (FIR); • Compliance audit documentation if

Province, of the Final Report.	The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	required by the Province, and Any other reporting requested by the Ministry.
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SCHEDULE “F” REPORTING REQUIREMENTS

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law	Municipal by-law as described in section A2.2(b).	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	This documentation is due within 60 Business Days of awarding the Project construction contracts that account for the bulk of the construction work and must be awarded no later than September 30, 2025. Required for Milestone 2 payment.
Project Progress Report	A report that includes: • an update on the Project’s status and signage status; • Revised expenditure forecast, which must be based on contracts	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project. This Report is due within 30 Business Days of a written

	awarded to complete the Project; • interest earned on the Funds; and • any other information as requested by the Province.	notice from the Province unless otherwise indicated by the Province. A Project Progress Report is required for the Milestone 2 payment.
Final Report	A report that summarizes the Project's final timelines, costs, project and signage photos, and outcomes, and includes the information required under the Project Progress Reports.	This Report is due within 60 Business Days of the Project Completion Period. Required for Milestone 3 payment.
Other Reports	Reports with such content as may be requested by the Province, which may include an Indigenous Consultation Record.	Within the timeframe requested in a written notice from the Province.

F3.0 COMPLIANCE AUDIT

- F3.1 Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) for the preceding two fiscal years.
- F3.2 Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province will suspend the payment of Funds until the FIR are satisfactorily completed.
- F3.3 Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

F3.4 Requirements of Compliance Audit. Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the

Project's benefits, including the ways in which the Project helps improve their quality of life.

- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.

G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

- G7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

G8.0 SIGNAGE

- G8.1 Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G8.2 Funding Recognition.** Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G8.3 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.
- G8.4 Timing for Erection of Sign.** If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G8.5 Size of Sign.** If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G8.6 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

- G9.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H” INDIGENOUS CONSULTATION PROTOCOL

H1.0 INDIGENOUS CONSULTATION

- H1.1 Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:
- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
 - (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.
- H1.2 Development of Indigenous Consultation Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“**Indigenous Consultation Plan**”).
- H1.3 Provision of Plan to Province.** If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.
- H1.4 Changes to Plan.** The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.
- H1.5 Requirement for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.

H1.6 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous Communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-10

AGREEMENT: A by-law to authorize the execution of the Contribution Agreement between the City and The Minister of Indigenous Services, referred to as Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the Ermatinger Clergue National Historic Site.

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 Contribution Agreement dated January 13, 2025 between the City and The Minister of Indigenous Services, referred to as Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, a copy of which is attached as Schedule "A" hereto. This Contribution Agreement is for funding to support the Ermatinger Clergue National Historic Site.

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 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**CONTRIBUTION AGREEMENT UNDER THE
NORTHERN ONTARIO DEVELOPMENT PROGRAM
COMMUNITY ECONOMIC DEVELOPMENT STREAM**

This **Contribution Agreement** is made:

BETWEEN:

**The Minister of Indigenous Services, referred to as Minister of
Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario**

(the “**Minister**”)

AND:

The Corporation of the City of Sault Ste. Marie an organization duly
incorporated under the laws of Ontario having its office located at:
99 Foster Drive, Civic Centre
SAULT STE. MARIE, ON
P6A 5X6

(the “**Recipient**”)

WHEREAS the Recipient has applied for funding through the Minister;

WHEREAS the Minister established the Northern Ontario Development Program – Community Economic Development stream (the “Program”) to support communities' efforts to plan and mobilize their resources, enhance business growth, and exploit new opportunities for economic development and diversification;

WHEREAS the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined in this Agreement) qualifies for support under the Program;

AND WHEREAS the Minister has agreed to provide a Non-Repayable Contribution to the Recipient for the Project subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

1. INTERPRETATION

1.1. Definitions

Except where otherwise defined in this Agreement, a capitalized term has the meaning given to it in this section, words importing the singular include the plural and vice versa, and words importing gender include all genders.

- a) **“Application Received Date”** means April 26, 2024, the date on which the Minister received the financial assistance application.
- b) **“Business Day”** means any day other than a Saturday, Sunday and statutory holiday to which the Parties are subject.
- c) **“Contribution”** means the funding provided by the Minister for the Eligible Supported Costs of the Project in accordance with the terms and conditions of this Agreement, in the amount set out in section 3.1.
- d) **“Costs Incurred”** means the costs of services rendered to or goods received by the Recipient in support of the Project from the Eligibility Date to the Project Completion Date, that the Recipient has paid or has a legal obligation to pay.
- e) **“Effective Date”** means the date on which the Minister receives the Agreement executed by all Parties.
- f) **“Eligibility Date”** means April 26, 2024.
- g) **“Eligible Costs”** means those Costs Incurred by the Recipient that meet the criteria set out in the Project Costs section of Schedule A – *Statement of Work* and Schedule B – *Costing Memorandum*.
- h) **“Eligible Supported Costs”** means the Eligible Costs listed in Schedule A – *Statement of Work* that are essential to carrying out the Project, reasonable and directly related to the Project that the Minister supports under this Agreement.
- i) **“Fiscal Year”** means the period beginning April 1st in any year and ending March 31st of the following year.
- j) **“Ineligible Costs”** means those costs relating to the Project that are not eligible for funding, in accordance with Schedule B – *Costing Memorandum*.
- k) **“Interest Rate”** means the interest rate indicated in the *Interest and Administrative Charges Regulations*.

- l) **“Overpayment”** means an amount paid by the Minister as part of the Contribution or expressly treated as an Overpayment pursuant to the terms and conditions of this Agreement, and which is recoverable by the Minister in accordance with section 6.7.
- m) **“Party”** means the Minister or the Recipient, as the case may be, and **“Parties”** means the Minister and the Recipient.
- n) **“Program”** has the meaning set out in the recitals.
- o) **“Project”** means the activities carried out by the Recipient in accordance with Schedule A – *Statement of Work*.
- p) **“Project Budget”** means the Recipient’s financial plan for the Project, in accordance with Schedule A – *Statement of Work*.
- q) **“Project Costs”** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, in accordance with the Project Budget.
- r) **“Project Completion Date”** means October 30, 2025, the date on which all components of the Project are completed to the satisfaction of the Minister, in accordance with this Agreement.
- s) **“Project Start Date”** means December 4, 2024.
- t) **“Term of this Agreement”** means the term specified at section 1.3 of this Agreement;
- u) **“Schedule”** means a schedule to this Agreement.

1.2. Entirety of Agreement

The Agreement includes this contribution agreement, the schedules and all associated documents, including amendments that may subsequently be made to these documents in the manner set out herein (the "Agreement"). Further, the Recipient reaffirms the declarations, authorizations, certification, guarantees and commitments made in its application for financial assistance, declares that they remain true and accurate in all respects, and agrees to promptly inform the Minister of any amendment affecting them. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

1.3. Term

The Agreement shall come into force as of the Effective Date and, subject to section 1.5 will expire on the later of the following:

- (a) twenty-four (24) months after the Project Completion Date; or
- (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been made in full.

1.4. Schedules

The following Schedules are attached to, and form part of, this Agreement:

- Schedule A – Statement of Work
- Schedule B – Costing Memorandum
- Schedule C – Claims and Reporting Requirements

1.5. Survival

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of twenty-four (24) months:

- Section 10 Audit and Evaluation
- Section 11 Information Management, Retention and Access

1.6. Headings

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

2. PURPOSE

2.1. Purpose of the Contribution

The purpose of the Contribution is to provide financial assistance to the Recipient for the Project described in Schedule A – *Statement of Work*, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

3. CONTRIBUTION AND PROJECT BUDGET

3.1. Contribution by the Minister

- a) Subject to the terms and conditions of this Agreement, the Minister shall make a Non-Repayable Contribution to the Recipient with respect to the Project, up to an amount not exceeding the lesser of:
 - a) 86.67 percent of the total Eligible Supported Costs of the Project; and
 - b) \$195,000.
- b) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

3.2. Budgeting and Allocation of Contribution

3.2.1 The Minister shall not normally contribute to any Eligible Costs incurred by the Recipient prior to the Eligibility Date or after the Project Completion Date. The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.2.2 The Minister may, at their discretion, limit the amount paid towards Eligible Costs incurred by the Recipient between the Application Received Date and the Project Start Date to 10% of the Contribution.

3.3. Appropriations

Notwithstanding the Minister's obligation under the Agreement, any payment by the Minister under this Agreement is subject to there being a sufficient appropriation for the Fiscal Year in which the payment is to be made, and is subject to cancellation or reduction in the event that departmental funding levels are changed by Parliament. The Minister may, at their discretion, upon three (3) months written notice, cancel or reduce funding for a Project because of an actual or anticipated change in the Minister's annual appropriations or because of a spending decision by Parliament affecting one of the Minister's programs.

3.4. Other Government Financial Support

3.4.1 The Recipient confirms that, as of the Effective Date, it has requested, received or has been approved to receive, in addition to the Contribution, the following federal, provincial/territorial, or municipal government financial assistance ("Government Financial Assistance") for the Project:

Federal:

Federal Tax Credits:

Provincial:

Provincial Tax Credits:

Municipal:

Total:

The Recipient confirms that it has not requested nor received any Government Financial Assistance for the Project, other than as set out above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government Financial Assistance includes, and may not be limited to any grants, contributions, subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government Financial Assistance towards the total Eligible Costs be allowed to exceed one hundred percent (100 %) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister of any changes to the above Government Financial Assistance for the Project during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional Government Financial Assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

3.5. Other Financial Support

The Recipient agrees to promptly notify the Minister of any changes to the other financial assistance for the Project in accordance with Schedule A – *Statement of Work*, other than Government Financial Assistance in accordance with section 3.4, during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional financial assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

4. OBLIGATIONS OF THE RECIPIENT

4.1. Project Commitments by the Recipient

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

- a) carry out the Project, described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Budget;
 - b) begin the Project no later than the Project Start Date and complete the Project no later than the Project Completion Date;
 - c) submit claims for Eligible Supported Costs in accordance with section 6 Schedule B – *Costing Memorandum* and Schedule C – *Claims and Reporting Requirements*;
 - d) comply with reporting requirements in accordance with section 7 and Schedule C – *Claims and Reporting Requirements*;
 - e) ensure that all goods and services, including those for which the Minister is contributing to their costs under this Agreement, will be purchased or acquired at competitive prices that are no greater than fair market value after deducting all trade discounts and similar items;
 - f) assume full responsibility at all times for the Project and all matters arising therefrom, including cost overruns;
- and;
- g) In awarding a contract for goods or services, the Recipient undertakes to comply with all applicable legislation concerning the awarding of procurement, service and construction contracts.

5. CONDITIONS

5.1. Pre-disbursement

The Minister shall not disburse any amount of the Contribution until the Recipient has provided evidence, to the satisfaction of the Minister:

- a) That it has arranged for the balance of the funding required to enable the Project to proceed, as outlined in Schedule A - Statement of Work; and/or in the absence of confirmed funding, a letter to the Minister is required attesting that the Recipient will absorb any financial shortfalls and proceed with Project.
- b) That all permits, licenses, approval and authorizations required to complete the Project have been secured.
- c) That the relevant insurance coverage is in place.
- d) That the Request for Proposal (RFP) has been completed.

6. CLAIMS AND PAYMENTS

6.1. Payment of Claims

6.1.1 The Recipient shall submit claims in accordance with Schedule C – *Claims and Reporting Requirements*, certified by an authorized officer of the Recipient, for reimbursement of Eligible Supported Costs and the Minister shall pay the Contribution in respect of Eligible Supported Costs incurred in accordance with Schedule A – *Statement of Work* and all applicable terms and conditions of the Agreement.

6.1.2 Claims must be submitted using forms prescribed by the Minister in accordance with Schedule C – *Claims and Reporting Requirements*, unless otherwise approved in writing by the Minister.

6.2. Requests for Advance Payments

No advances will be paid under this Agreement.

6.3. Final Claim for Reimbursement of Eligible Supported Costs

6.3.1 The Recipient shall submit, to the satisfaction of the Minister, the final claim for Eligible Supported Costs incurred, no later than ninety (90) days after the Project Completion Date. The Minister shall have no obligation to pay any claims submitted after that date.

6.3.2 For the final claim, the Recipient shall submit, to the satisfaction of the Minister:

- a) all documents set out in section 6.1 above; and

- b) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility Date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project, in accordance with Schedule C – *Claims and Reporting Requirements*. The Recipient must be able to demonstrate, at the request of the Minister, that all Eligible Supported Costs claims by the Recipient have effectively been paid by the Recipient by monetary payment.

6.4. Payment Procedure

6.4.1 The Minister will review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, and will notify the Recipient of any deficiency in the documentation submitted. The Recipient shall immediately take action to address and rectify any deficiencies identified.

6.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other terms and conditions of this Agreement, the Minister will pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim.

6.4.3 All requests for payment by the Recipient must be accompanied by any other information, explanations and/or supporting documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

6.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister, at the Recipient's expense.

6.4.5 Upon the request of the Recipient, the Minister may, at their discretion, make payments to the joint order of the Recipient and a supplier of goods and services.

6.5. Holdback

Notwithstanding any other provision of this Agreement, the Minister may withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Results Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in section 6.3 of this Agreement.

6.6. Overpayment

The Recipient shall repay the Minister any amount that constitutes an Overpayment within thirty (30) days of receiving written notification by the Minister. Until such Overpayment is repaid, it will constitute a debt due to His Majesty the King in Right of Canada. At the Minister's discretion, the Minister may offset any Overpayment from subsequent payments of the Contribution or from the amount withheld as a holdback. Interest on the Overpayment will be charged in accordance with the *Interest and Administrative Charges Regulations*.

6.7. Percentage of the total Eligible Supported Costs of the Project

If the Minister makes individual payments that represent a higher percentage of the total Eligible Supported Costs than the percentage authorized for the total Contribution, the overall Contribution must in no case exceed the maximum authorized percentage of the total Eligible Supported Costs of the Project as provided in subsection 3.1 a.

6.8. Payable at Year End (PAYE) Set-Up

On or before the end of each Fiscal Year, the Recipient shall provide the Minister with forms prescribed by the Minister in accordance with section 1.7 of Schedule C – *Claims and Reporting Requirements* that must be completed and certified by the Recipient and must include a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible Supported Costs incurred or to be incurred up to March 31st of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible Supported Costs incurred for that year.

The Minister may require that such forms be accompanied by other information, explanation and/or documentation related to the Project, the year-end estimate of the Eligible Supported Costs, as it deems appropriate.

7. PROGRESS, PERFORMANCE AND FINANCIAL REPORTING

7.1. Data Collection

The Recipient shall ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the reports and/or forms in accordance with Schedule C – *Claims and Reporting Requirements*.

7.2. Progress Activity Reports

The Recipient shall provide to the Minister a Progress Activity Report in accordance with Schedule C – *Claims and Reporting Requirements*, to the satisfaction of the Minister, no later than thirty (30) days following each claim period, such claim period shall be determined by the Minister.

7.3. Final Results Reports

The Recipient shall provide the following reports, to the satisfaction of the Minister:

- a) a Final Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for all projects reporting results achieved between the Project Start Date and the Project Completion Date, no later than ninety (90) days after completing the Project; and
- b) a Two-Year Follow-up Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for projects that forecast additional outcomes beyond the Project Completion Date, no later than two-year after the Project Completion Date.

7.4. Financial Statements

The Recipient shall provide the Minister with a copy of the Recipient's financial statements (audited if produced or if requested by the Minister) within one hundred and twenty (120) days of the Recipient's fiscal year end, or at any other time upon request by the Minister for the duration of the Term of the Agreement.

7.5. Supplementary Information

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, and performance measurement.

8. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS

8.1. Compliance with Laws

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

8.2. Environmental Assessments

8.2.1 The Recipient shall comply with all federal environmental laws applicable to the Project, including the provisions of the Impact Assessment Act (IAA), S.C. 2019 c. 28 related to Project activities carried out on federal lands or outside of Canada.

8.2.2 If, within the term of this Agreement, the Project becomes a "project" carried out on federal land or outside of Canada according to the Impact Assessment Act, the Parties agree that the Minister's obligations under this Agreement will be suspended until:

- a) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the Impact Assessment Act;

or

- b) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

8.2.3 It is understood, that, if the Project becomes a “project” as defined in Paragraph 8.2.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Recipient. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

9. DEFAULT AND REMEDIES

9.1. Default

The following constitutes events of default:

- a) the Recipient neglects or fails to pay to the Minister any amount due in accordance with this Agreement;
- b) the Project is not completed, to the satisfaction of the Minister, by the Project Completion Date or the Project is abandoned in whole or in part;
- c) the Recipient is, in the opinion of the Minister, insolvent or bankrupt, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- d) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- e) the Recipient submits false or misleading information to the Minister;
- f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- h) the Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with His Majesty the King in Right of Canada;
- i) the Recipient, during the term of the Agreement, has defaulted under the terms and conditions of any agreement or arrangement, with any financial institution or creditor with rights to the assets of the Recipient;

- j) the Recipient is no longer eligible under the “eligibility criteria” of the Program;
- k) the Recipient makes a false or misleading statement concerning support by the Minister in any internal and/or public communication; or
- l) the Project is carried out at locations, other than those mentioned in Schedule A – *Statement of Work*.

9.2. Remedies

If an event of default has occurred or, in the opinion of the Minister is likely to occur, the Minister may exercise one or more of the following remedies, in addition to any other remedies available at law or equity:

- a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination;
- c) require the Recipient to repay the Minister all or part of the Contribution paid by the Minister to the Recipient under this Agreement, together with interest from the day of demand at the Interest Rate.

9.3. Non-Waiver

The fact that the Minister refrains from exercising a remedy it is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under the Agreement or other applicable law.

9.4. Policy Objective

The Recipient acknowledges that, in the view of the policy objectives served by the Minister’s agreement to make the Contribution, the fact that Contribution comes from public monies and that the amount of damages sustained by the Crown in an event of default is difficult to ascertain, it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this section, if an event of default occurs.

10. AUDIT AND EVALUATION

10.1. Recipient Audit

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient shall, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister shall have the right to conduct such audits as the Minister considers necessary using internal audit staff or auditors selected by the Minister.

10.2. Auditor General Rights

The Recipient shall also make records and information available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

10.3. Audits and Evaluations Carried Out by the Recipient.

The Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

11. INFORMATION MANAGEMENT, RETENTION AND ACCESS

11.1. Records Retention and Access

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

The Recipient shall provide the Minister promptly, at no charge and in the form requested, with any information associated with the Project or its financial situation and provide the Minister with access at any time to its books, records, ledgers and documents, wherever they are kept, so that the Minister can make checks as it deems necessary.

11.2. Access to Premises

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any third parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

11.3. Disclosure

This Agreement and all information obtained by the Minister in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the Access to Information Act and the Privacy Act, as applicable.

The Recipient acknowledges and agrees that the Minister will proactively publish information regarding this Agreement in accordance with the Access to Information Act, as amended from time to time.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede His Majesty the King in Right of Canada from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which His Majesty the King in Right of Canada is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defense of His Majesty the King in Right of Canada interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority.

11.4. Information Sharing

The Minister is authorized to undertake any consultation or verification, including without limitation with any person, suppliers, financial institutions, institutions, accounting firms, non-profit economic development organizations, funding agencies, credit agencies and/or any federal, provincial or municipal government departments/agencies, in order to obtain or provide any information and documentation, for among others, the auditing, assessment, analysis and evaluation of the Recipient, of the Recipient's performance of its contractual obligations, of the Project and of this Agreement, reporting purposes, and the administration of the Program. The Recipient agrees to have the contacted parties disclose any requested information and documentation to the Minister. The Minister is also authorized to disclose the information and documentation it has about the Recipient and the Project to the persons and entities mentioned above.

11.5. Confidentiality

The Recipient represents that any information which the Recipient has obtained in confidence from any third party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the third party or individual consent.

12. PUBLIC COMMUNICATION

12.1. Public Dissemination

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

12.2. Public Recognition

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Minister) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

12.3. Public Announcement

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

13. OFFICIAL LANGUAGES

In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

14. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

14.1. Representations and Warranties

- a) The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- b) The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- c) The Recipient represents and warrants that it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder.

- d) The Recipient or any persons who are, have been or may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in compliance with the Lobbying Act.
- e) The Recipient represents and warrants that it is duly constituted and in good standing under all applicable laws.
- f) The Recipient represents and warrants that it has the requisite power and authority, and has met all legal requirements, necessary to carry on its activities, to hold property, and to enter into, deliver and perform this Agreement.
- g) The Recipient represents and warrants that the entering into, delivery and performance of this Agreement, and its execution by the signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms.
- h) The Recipient represents and warrants that the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not:
 - i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government Minister, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any contract, agreement or any other instrument by which it is bound.
- i) The Recipient represents and warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement. The Recipient shall advise the Minister forthwith of any such occurrence during the term of the Agreement.
- j) The Recipient represents and warrants that it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project.
- k) The Recipient represents and warrants that it will ensure the benefits of the Project are accrued in Northern Ontario. The Northern Ontario region is identified on the FedNor website: www.fednor.gc.ca.
- l) The Recipient hereby certifies that all information, representations, consents, authorizations and certifications that form part of or were provided in support of the Recipient's application for assistance for this Project, including, without limitation, all schedules, project plans and attached documents, are, as of the date of execution of the Agreement, true and correct in all material respects and remain valid and binding on the Recipient. The Recipient undertakes to advise the Minister of any changes during the Term of this Agreement that materially affect any such information, representations, consents, authorization and certifications.

14.2. Additional Covenants

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

- a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;
- b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any actions, litigation, proceeding, complaints; and
- c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project;

14.3. Material Change

No material changes will be made to the estimated total scope, the nature or any element of the Project or to any element of the Recipient's operation without the prior written consent of the Minister. A material change includes, but is not limited to, change in the ownership or control of the Recipient or the assets, management, financing, location of the Project or facilities, size of the facilities, timing, expected results, or other government contributions. When consent is requested from the Minister in regard to any material change the Recipient shall provide, in a timely manner, all documentation and information as may be required by the Minister, at their discretion.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

15.1. Indemnification

The Recipient shall at all times indemnify and save harmless, His Majesty the King in Right of Canada, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- c) the design, construction, operation, maintenance and repair of any part of the Project; or,

- d) any omission or other willful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents.

15.2. Liability

Without limiting the generality of the foregoing, His Majesty the King in Right of Canada shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

His Majesty the King in Right of Canada, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

16. INTELLECTUAL PROPERTY

16.1. Intellectual Property

The Recipient shall have all rights required to carry out the Project, as described in Schedule A, for the duration of this Agreement. The Recipient also undertakes to protect all the intellectual property that it possesses or will acquire during this Agreement. Finally, the Recipient undertakes not to sell, assign, transfer or otherwise dispose of intellectual property without the prior written consent of the Minister.

17. TERMINATION

The Minister may terminate this Agreement at any time without cause upon not less than three (3) months written notice of the intention to terminate the Agreement to the Recipient. In the event that the Agreement is terminated, the Recipient shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, the amount of any outstanding commitments in relation thereto.

18. GENERAL PROVISIONS

18.1. Assignment

The Recipient shall not assign this Agreement or any part thereof, without the prior written consent of the Minister. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

18.2. Dispute Resolution

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

18.3. Disposition of Assets

Without limiting the generality of the section 14.3 on Material Changes, the Recipient shall retain title and control to, and ownership of any assets, necessary for the Project and the Recipient's normal activities and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

- a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or
- b) the asset was acquired at a cost less than \$1,000; or
- c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

18.4. Debt due to His Majesty the King in Right of Canada

Any amount owed to the Minister under this Agreement will constitute a debt due to His Majesty the King in Right of Canada and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to His Majesty the King in Right of Canada will accrue interest in accordance with the *Interest and Administrative Charges Regulations*.

When any payment is received or a prepayment of a repayment installment, an Overpayment, a disposal of asset or an event of default, the Minister shall apply that payment first to reduce any accrued interest and/or administrative charges owing and then, if any part of the payment remains, to reduce the outstanding principal balance in reverse order of maturity.

18.5. Set-Off

Without limiting the scope of set-off rights available to the Crown at common law, under the *Financial Administration Act* or otherwise, the Minister may:

- a) set-off against any portion of the Contribution that is payable to the Recipient pursuant to the Agreement, any amount that the Recipient owes to His Majesty the King in Right of Canada under legislation or any other agreement of any kind; and
- b) set-off against any amounts that are owed to the Minister by the Recipient, any amount that is payable by His Majesty the King in Right of Canada under legislation or any other agreements of any kind to the Recipient.

18.6. Binding Effect

This Agreement is binding upon the Parties, their successors and permitted assignees.

18.7. Amendment

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

18.8. Relationship with the Minister

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and any third party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister and that the Recipient shall not represent itself as an agent, employee, partner, crown agent or representative of the Minister or of His Majesty the King in Right of Canada.

18.9. Severability

If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

18.10. Tax

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

18.11. Notice

Any notice, information or document provided under this Agreement should be delivered electronically through the FedNor Portal (<https://fednor.canada.ca/en/apply-now>) or email. Alternatively notice may also be delivered or sent by any pre-paid method, including regular or registered mail, and courier. Notice will be considered as received: the same day it is submitted on the FedNor Portal or email; one (1) Business Day after delivery by the courier and registered mail; or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received.

Any notice to the Minister should be directly through the FedNor Portal, by email, or sent to the following:

The Federal Economic Development Agency for Northern Ontario (FedNor)
Attn: Nevin Buconjic
2 Queen Street East
Sault Ste. Marie, Ontario
P7C 3P4

Nevin.Buconjic@FedNor.gc.ca

Any notice to the Recipient will be delivered through the FedNor Portal, by email or sent to the following:

The Corporation of the City of Sault Ste. Marie
Attn : Tom Vair
99 Foster Drive, Civic Centre
SAULT STE. MARIE, ON
P6A 5X6

t.vair@cityssm.on.ca

18.12. Applicable Laws

This Agreement will be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario and the Parties hereto acknowledge the jurisdiction of Courts of Ontario.

18.13. Joint and Several Obligations

Where this Agreement has been executed by more than one Recipient, the liability of each Recipient is joint and several, and every reference in this Agreement to the "Recipient" or "it" or "its" in the context of referring to the Recipient shall be construed as meaning each person named as a Recipient, as well as all of them. Without limiting the generality of the foregoing, all covenants, representations and warranties of the Recipient in this Agreement shall be construed as having been made by each Recipient and by all of them considered as a single person.

18.14. Counterparts

This Agreement may be signed in counterparts, each of which when executed and delivered shall constitute one and the same document; these counterparts taken together shall constitute one and the same Agreement. The executed Agreement shall be delivered electronically through the FedNor Portal or by email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. However, the Recipient must provide the Minister with the original as soon as the Minister requests it in accordance with section 19 of this Agreement.

19. ACCEPTANCE AND SIGNATURES

The Agreement has been drafted in one original copy and shall come into force upon receipt by the Minister of a copy signed and delivered electronically through the FedNor Portal or email by the Recipient within sixty (60) days of the date on which the Agreement was sent, failing which it shall become null and void. The Recipient shall execute the Agreement by wet signature and shall scan the Agreement to deliver it electronically on the FedNor Portal or email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. The Recipient must retain the wet-signed copy of the Agreement for the entirety of its term, and must provide it to the Minister upon its request.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representative:

**THE MINISTER OF INDIGENOUS SERVICES, REFERRED TO AS MINISTER OF
INDIGENOUS SERVICES AND MINISTER RESPONSIBLE FOR THE FEDERAL
ECONOMIC DEVELOPMENT AGENCY FOR NORTHERN ONTARIO**

Per: Perreault, Lucie Digitally signed by Perreault,
Lucie
Date: 2024.12.13 16:55:21 -05'00'

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date: _____, 20____
(Insert date of signature)

Signature

Name: Matthew Shoemaker
(please print)

Title/Position: Mayor
(please print)

Date: _____, 20____
(Insert date of signature)

Signature

Name: Rachel Tyczinski
(please print)

Title/Position: City Clerk
(please print)

SCHEDULE A

STATEMENT OF WORK

The Corporation of the City of Sault Ste. Marie

PROJECT DESCRIPTION

The Ermatinger Clergue National Historic Site will implement its Digital Tourism Strategy including through the adoption of innovative and expanded tourism experiences. This strategy was developed in 2023 with financial assistance from the Department of Canadian Heritage. The goal of this project is to increase tourism spending in the region through providing new year-round immersive products.

This implementation project will include four overall activities:

- Augmented Reality (AR) and interactive storytelling connected to the exhibits, in both official languages.
- Tourism marketing, and new marketing strategies to showcase the new AR including social media posts in both official languages.
- Installing a heating system in the historic Clergue Blockhouse to become a full year-round attraction.
- A new website independent from the City's, including e-commerce capability and highlighting these new products.

PROJECT LOCATION

SAULT STE. MARIE, ON

PROJECT DATES

The Recipient shall start the Project by the Project Start Date.

The Recipient shall have completed the project, to the satisfaction of the Minister, by the Project Completion Date.

WORKPLAN ACTIVITIES, TIMELINES AND MILESTONES

The expected workplan and timelines for the project include:

Activity 1 - Website Development

- Tender documents and specifications in January 2025
- RFP / tender in February 2025
- Secure company and first meetings in March 2025
- Website Development from April to September 2025
- Review draft website and make corrections from September and October 2025
- Launch website from October 2025

Activity 2 - AR and QR coding

- Tender documents and specifications in December 2024
- RFP / tender in December 2024
- Secure company and first meetings in January 2025
- AR content development and storytelling from February 2025 to June 2025
- AR draft review by many including First Nations and Metis from February 2025 to June 2025
- Test product from July and August 2025
- Work out glitches and make corrections from August and September 2025
- Final Product Launch and include info on website in October 2025

Activity 3 - Tourism Marketing

- Meet with Tourism partners from January to March 2025
- Develop digital content from November to May 2025
- Create marketing strategies from January to May 2025
- Market readiness for August to October 2025

Activity 4 - Heritage Building - Blockhouse heating

- Tender documents and specifications in February 2025
- RFP / tender in March 2025
- Delivery and installation of equipment from May to August 2025

PERFORMANCE MEASURES AND TRACKING PLAN

Economic benefits would include: one tourism operation expanded; one strategy implemented; one website developed; new product development -- Augmented Reality and digital interactive storytelling created for exhibits (in both official languages); heating units added to the Clergue Blockhouse building to allow for year-round accessibility; one new marketing campaign developed to highlight new improvements.

PROJECT BUDGET

<u>Project Costs</u>		<u>Financing</u>	
Eligible Costs		Minister	\$195,000
Supported	\$225,000	Other Federal	
Not Supported	\$0	Other Federal tax	
Ineligible Costs	\$0	Provincial	
		Provincial tax	
		Municipal	
		Applicant	\$5,000
		Other	\$25,000
Total	\$225,000		\$225,000

<u>Cost Items</u>	<u>Details</u>	<u>Minister's Rate of Assistance (%)</u>	<u>Eligible Supported Costs</u>	<u>Eligible Not- Supported Costs</u>	<u>Ineligible Costs</u>	<u>Total Costs</u>
Equipment, equipment delivery, installation and warranties	Equipment, equipment delivery, installation and warranties - Équipement, livraison, installation des équipements et garanties	86.67	\$35,000			\$35,000
Marketing, promotion, demonstrations and outreach	Marketing, promotion, demonstrations and outreach - Marketing, promotion, démonstrations et sensibilisation	86.67	\$10,000			\$10,000
Website or video development	Website development	86.67	\$25,000			\$25,000
Product development costs	Augmented Reality Attraction	86.67	\$155,000			\$155,000
Total		86.67	\$225,000	\$0	\$0	\$225,000

<u>Financing Source(s)</u>	<u>Financing Details</u>	<u>Total Financing</u>
Applicant / Client	Client contribution	\$5,000
Other	Other	\$20,000
Other	Other	\$5,000

SCHEDULE B
COSTING MEMORANDUM
Northern Ontario Development Program

1. GENERAL PRINCIPLE

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. The Recipient's cost accounting system should establish an audit trail that supports all Eligible Costs claims, as described below.

2. ELIGIBLE COSTS

Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:

- a) directly related to the Project;
- b) reasonable;
- c) appear in "Schedule A - *Statement of Work*"; and
- d) incurred in respect of activities which are Incremental to the usual activities of the Recipient.

3. INELIGIBLE COSTS

For greater certainty, any costs that do not qualify as Eligible Costs in accordance with section 2 of this Schedule, shall be ineligible.

By way of example, Ineligible Costs include, but are not limited to, the following:

- a) The purchase of any assets for more than the fair market value of the said asset;
- b) refinancing;
- c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- d) depreciation or amortization expenses;
- e) interest on invested capital, bonds, debentures, or mortgages;
- f) losses on investments, bad debts and any other debts;
- g) fines or penalties;
- h) costs related to litigation;
- i) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- j) opportunity costs;
- k) hospitality and entertainment costs;
- l) dues and other membership costs (e.g. professional designations);
- m) Land acquisition; and
- n) lobbyist fees.

4. VARIANCE OF COSTS

Variance of any Eligible Supported Costs listed in Schedule A –*Statement of Work* in excess of 15% requires the prior written approval of the Minister.

5. REASONABLE COSTS

An Eligible Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

- a) whether the cost is considered normal and necessary for the conduct of the Recipient's business or performance of the Project;
- b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;
- c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
- d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and
- e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

Eligible Supported Costs claimed must reflect actual costs incurred by the Recipient and not include any allocation for profit (i.e. mark-up) or any allocation of general administrative expenses.

6. CALCULATION OF DIRECT LABOUR COSTS

The Recipient may claim only the time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed.

The payroll rate is the actual gross pay rate for each employee (normal remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits, such as the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) may not normally exceed 20% of direct labour costs.

7. CONTRACTOR/CONSULTANTS

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient.

The contractor or consultant shall not acquire any rights to the product or process developed as a result of services provided.

8. DIRECT MATERIALS

Eligible Costs includes the net price of any purchase, directly related to the Project, after deducting all trade discounts.

9. CREDITS

Credits are defined as the applicable portion of any income, rebate, allowance or other credit relating to any uncured cost received by or accruing to the Recipient. This includes the input tax credit and the reimbursement of sales tax under paid by the Recipient for goods and services. These credits must be taken into consideration in calculating Eligible Costs.

10. SPECIAL PURPOSE EQUIPMENTS

Eligible Costs can include equipment that is acquired or constructed exclusively for use in the Project that is not normal to operations, and specifically identified in this Schedule A – *Statement of Work*. Eligible Costs will be net of trade discounts; where the equipment is leased, costs net of interest and carrying costs are eligible.

11. RELATED PARTIES

Costs of goods or services (including labour) acquired from related parties to the Recipient, must be valued at the cost incurred by the related party and shall not include any mark up for profit and shall not exceed fair market value. The Minister might not consider the eligibility of any of these costs unless access is provided to the relevant records of the related party.

12. TRAVEL

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Eligible travel expenses shall include reasonable costs incurred at economy rates.

Where a personal automobile is to be used, kilometer (mileage) rate will be based on current National Joint Council Travel Rates and Allowances (<http://www.njc-cnm.gc.ca/s3/en>).

Actual costs at the destination will be allowed for food, accommodation and surface transportation (taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Entertainment costs, including alcohol as per the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), are not eligible.

For auditing and records keeping purposes, all receipts are to be kept for all Project activities.

SCHEDULE C

CLAIMS AND REPORTING REQUIREMENTS

1. CLAIMS

The Recipient shall submit the following claims forms and/or report(s) in accordance with sections 6 and 7 of the Agreement:

1.1. Prior to the Initial Claim

The Recipient shall provide the following completed form before submitting the initial claim in accordance with this Agreement:

- a) Request for Payment by Electronic Deposit Interchange (EDI).

1.2. Authorized Official

The Recipient shall provide the following completed form when submitting the initial claim pursuant to this Agreement or when there is a change in the authorized officer:

- a) Recipient Claim Certificate.

1.3. Each Claim

The Recipient shall provide the following completed forms when submitting claims pursuant to sections 6.1.2 and 7.1 of this Agreement:

- a) Claim Summary and/or Advance Claim Form;
- b) Cost Forecast;
- c) Detailed Transaction List;
- d) Progress Activity Report;
- e) Detailed Direct Labour Costs¹;
- f) Travel Costs²;
- g) Hospitality Costs³; and
- h) Capital Equipment Acquisition⁴.

¹ Only applicable for projects with eligible supported labour costs.

² Only applicable for projects with travel costs.

³ Only applicable for project with hospitality costs.

⁴ Only applicable for projects with eligible supported capital equipment costs

1.4. Final Claim

In addition to the documents listed under section 1.3 above, the Recipient shall provide the following completed forms with this final claim pursuant to sections 6.3 and 7.2 of this Agreement:

- a) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project;
- b) Final Statement of Total Project Costs & Funding (Actual); and
- c) Final Results Report.

1.5. Payable at Year End (PAYE) Set-Up

The Recipient shall provide the following completed form on or before the end of each Fiscal Year pursuant to section 6.8 of the Agreement:

- a) Claim Summary and/or Advance Claim Form; and
- b) Detailed Transaction List.

1.6. Two-Year Follow-up Results Report

The Recipient shall provide the following report no later than forty-five (45) days following receipt of the report template pursuant to section 7.2 b):

- a) Final Results/Two year Follow-up Results Report.

Additional reporting requirements may be required by the Minister and will be provided to the Recipient, if necessary.

For copies of the forms/reports visit the FedNor website: <https://fednor.canada.ca/en/resources-and-tools/forms-and-templates> to view or download.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-11

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2023 to January 31, 2027.

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, 2023 between the City and Amalgamated Transit Union (Local 1767), a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2023 to January 31, 2027.

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 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-11 Amalgamated Transit Union Local 1767.docx

Schedule "A"

AGREEMENT

Between



**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

AMALGAMATED TRANSIT UNION (LOCAL 1767)



February 1, 2023 to January 31, 2027

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AGREEMENT

Made and entered into this 1ST day of February 2023

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the "City")

of the first part

-AND-

AMALGAMATED TRANSIT UNION (Local 1767)

(Hereinafter called the "Union")

of the second part

WITNESSETH that in the operation of the lines of the Transit system both parties mutually agree as follows:

ARTICLE 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 the employees who are subject to the provisions of this Agreement

ARTICLE 2:00 RECOGNITION - UNION DUES

2:01 The City recognizes the Union as the exclusive collective bargaining agent for all those employees in the classification of Operator and hereby consents and agrees to negotiate with the Union or any authorized committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

2:02 All Operators will join the Union after thirty days as a condition of employment subject to the probationary period in Article 8:01.

- 2:03 The City will deduct, from the wages of each employee, on completion of thirty days of employment, the current monthly union dues as set out from time to time, and remit same to the Union.
- 2:04 The City will be held free of liability in the event of omissions or in the event of incorrect deduction of union dues.

ARTICLE 3:00 **DISCRIMINATION**

- 3:01 The City and the Union agree not to discriminate against any employee because of their membership in the Union nor for any reason set out in the Ontario Human Rights Code.
- 3:02 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used wherever the contract so requires.

ARTICLE 4:00 **HEALTH & SAFETY**

- 4:01 All employees shall work in accordance with the Occupational Health & Safety Act and Operators shall obey the orders of the Dispatcher and/or Supervisor to ensure the system is at no time impaired. Employees shall report health and safety concerns to the Inspector.

ARTICLE 5:00 **MANAGEMENT**

- 5:01 The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively with the City, except as specifically limited by the express provisions of this contract, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5:02 The Union further recognizes the right of the City to operate and manage the City business in all respects in accordance with its

commitments and responsibilities as well as the Occupational Health & Safety Act.

- 5:03 The Union further recognizes the right of the City to make or alter rules and regulations from time to time which in the City's discretion are deemed necessary for the safe, continuous, effective, and efficient, operation of the services. The City will advise the Union Representatives of such rules and regulations, or changes to rules and regulations, prior to the implementation of such rules or regulations. Notice will be given thirty (30) days in advance, where possible. No such rule or regulation shall be inconsistent with the terms of this agreement.
- 5:04 The City agrees to give the Union as much notice as possible as determined within the sole discretion of management of the City of the implementation of any major technological change which will result in lay-offs or termination of employees covered by this contract.
- 5:05 The Union Negotiating Committee shall be made up of three (3) members of ATU Local 1767 and an International Representative. The Corporation shall pay the ATU members (our employees) their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid. The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur. No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.
- 5:06 The City recognizes the Legislative Representative of the Union in the performance of their legislative duties. The work of the Legislative Representative will be at no cost, and at no time lost to the City.

It is understood that when a designated representative of the Union is requested to attend with an employee at a meeting with the Employer to discuss a disability accommodation plan, such representative shall not suffer a loss of wages for the time attending such meeting.

- 5:07 The parties agree to establish a Joint Consultation / Labour Management Committee with three union representatives to deal with matters relating to the workplace. The terms and conditions of such Committee will be established by the parties.

- 5:08 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or similar work and to the degree now performed by employees represented herein. Provided however, that no permanent employee who has completed three (3) years of service will be laid off due to contracting out.
- 5:09 The City will provide one (1) bulletin board in the main Transit Building and one (1) bulletin board in the Transit Terminal building in areas accessible to employees for the posting of Union notices.

ARTICLE 6:00 **DISCIPLINE**

- 6:01 No Operator shall be dismissed without just cause. A proper investigation will be held with the employee and their union Representative by the Manager of Transit & Parking or the designate. The Operator will be advised, in writing, of the charges against them and the time and place of the investigation. The Operator in question shall be advised of the decision within five (5) working days.
- 6:02 Should the Operator in question not be satisfied with the decision rendered, the employee shall have the right to appeal through the grievance procedure of this agreement.

ARTICLE 7:00 **GRIEVANCE PROCEDURE**

- 7:01 Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of the terms of the Agreement including any questions as to whether a matter is able to be arbitrated or where an allegation is made that the Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner providing such grievance is established within 15 calendar days of the occurrence of the facts or events which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps.

COMPLAINT

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Transit Services or representative has first had the opportunity to adjust the

complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

STEP I The employee, who may be assisted by a representative of the Union, shall discuss the grievance with the Director of Community Services and Enterprise Development. A representative from Human Resources may also attend. Such discussion shall take place within ten (10) business days of receipt of the grievance. The Director of Community Services and Enterprise Development shall render their decision within five (5) business days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached at Step I, it may, within ten (10) business days of receipt of the reply at Step I, request a hearing by the Director of Human Resources, or the designate. Such hearing will be held within fifteen (15) business days of the request. The request will state the reason or reasons the answer at Step I was unsatisfactory and in what manner the City's interpretation of the contract clause is disputed. The Director of Human Resources or their representative shall render a decision within five (5) business days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached at Step II, it may within ten (10) business days of receipt of the reply at Step II, request a hearing by the Deputy Chief Administrative Officer of CDES, or the designate. Such requests shall state the reason or reasons the answer at Step II was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Deputy Chief Administrative Officer of CDES or the designate shall render a decision within five (5) business days of the hearing.

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

STEP IV If the Union considers that a satisfactory settlement was not reached at Step III, it may, within ten (10) business days of receipt of the Step III reply, request a hearing by the Chief Administrative Officer. Following this meeting the Chief Administrative Officer shall render a decision within ten (10)

business days of the hearing.

ARBITRATION

If the Union considers that a satisfactory settlement was not reached at Step IV of the Grievance Procedure, it may, within ten (10) business days of receipt of the Step IV reply, request that the grievance be referred to arbitration in accordance with the Labour Relations Act of Ontario. A Board of Arbitrators shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance in a manner which in its opinion, it deems just and equitable. The decision of the Board may be made retroactive to the day when the employee first placed the question before the City by filing of a written grievance.

Each of the parties hereto will bear the expense of its appointed Nominee to the Board of Arbitration and the parties will jointly bear the expense of the Chair of the Arbitration Board.

The time limits fixed in the Arbitration Procedure must be observed unless extended by mutual agreement of the parties.

7:02 GENERAL GRIEVANCE

If a dispute arises directly between the City and the Union regarding the general interpretation, application or alleged violation of the terms of the collective agreement, either the Union or the City may file a grievance commencing at Step III of the grievance procedure provided a written grievance is filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the dispute. The grievance shall provide the particulars of the incident, the clause(s) of the collective agreement allegedly violated, and the redress sought.

7:03 The time limits fixed in the Grievance procedure must be observed unless extended by mutual agreement between the parties.

7:04 NO STRIKES OR LOCKOUTS

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.

ARTICLE 8:00 **PROBATIONARY PERIOD**

8:01 For new employees there shall be a probation period of one hundred and sixty (160) hours for the initial operator training period and seven hundred and fifty (750) hours in active service. If the new employee is not satisfactory and/or does not show aptitude for the work, the employee may be released at any time within that limit without constituting a cause for grievance.

ARTICLE 9:00 **SENIORITY**

9:01

- (a) Seniority rights of Operators will be exercised only as provided in this Agreement.

The right to pick a regular posted assignment shall be governed by seniority. Regular assignments, as designated by the Employer, shall be runs which require approximately a standard work week of not less than forty (40) hours. An employee performing a regular assignment shall have their pay reduced by any part of the assignment not performed by the employee.

Any route changes that affect run duration will be deferred until the next formal pick.

Operators shall make their choice of assignments according to seniority. It is the sole responsibility of the Operator to know their pick time. Such assignments are to take effect the first Sunday which starts a pay period in the months of March, June, September and December. Operators will select such assignments during the third week prior to the effective date of the pick. Operators will make their picks by seniority as follows:

Tuesday - Operators	1 - 12
Wednesday - Operators	13 - 24
Thursday - Operators	25 - 36

Friday - Operators	37 - 48
Saturday - Operators	49 - 60
Sunday - Operators	61 - end

Pick periods will be scheduled at 40 minute time intervals until 4:00 P.M. of the pick day. If an Operator fails to pick an assignment as scheduled, such Operator will be assigned to the spareboard. If an Operator is off sick or in receipt of WSIB benefits at the time of the pick, the Operator shall present proof at the designated pick time, by a medical practitioner that the Operator will be able to return to work full duties within 30 days of start of the pick in order to exercise the Operator's pick privileges. If the Operator fails to return to work within 30 days of the Operator's designated pick time, upon the Operator's return, the Operator will be assigned to the spareboard for the duration of the pick. Operators who cannot be present to select their pick will be permitted to leave their choices in order of preference with the Supervisor Transit Operations or the designate, who will record the pick on behalf of the Operator.

Regular assigned Operators will be allowed to forfeit without pay, a two and a half (2.5) hour work assignment when that assignment is their only assigned work for that day. Upon picking their run assignment, they will sign a form stating that they do not wish to work the assignment in question for the duration of the pick.

9:02 The seniority rank of Operators entering the service will be determined by the hour and date first service is performed for which pay is received under this Agreement, without instruction. In establishing the first seniority roster it is understood that only the service performed for the Transit Department by the individual Operators will be considered. A current seniority roster will be posted February 1st each year. Any protest in seniority rosters must be made in writing within thirty (30) days from time of posting or no further action will be taken. Current seniority rosters and other information relative to seniority or leave of absence will be furnished to the Union representative.

9:03 Seniority is an exclusive right and under the jurisdiction of Local 1767 of the ATU. All employees shall hold their seniority in accordance with their continuous employment with the Corporation of the City of Sault Ste. Marie Transit Services.

Top 3 Spareboard Operators (not on Sick Leave or WSIB) may choose to start their work week on Monday. Their choice will be in effect for the

duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler.

When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs.

An Inspector and/or Supervisor will be allowed to cover emergency work until an Operator reports for duty.

When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

- 9:04 When a spare Operator is called and not available for work, the next in point of service will be called and so on until the vacancy for a spare Operator is filled. Spare Operators who have been called and are not available shall lose their turn. All calls will be placed by phone or over the radio if the Operator is currently working. The calls will be made as per the call out list.
- 9:05 The City will select the Operators to be sent on charter trips outside the City limits.
- 9:06 When forces are reduced, Operators shall be taken off in the reverse order of seniority and will retain all rights and privileges. Operators furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the City their correct address and renew same every thirty (30) days. Operators will be called back to service in seniority order according to the following procedure.

The City will advise each Operator to be recalled by registered mail or email.

A copy of such recall notice will be furnished to the Union

representative. An Operator receiving such notice will acknowledge receipt of same by registered mail or email within seven (7) days, advising the City that the employee will be available for service, which date must not be later than fifteen (15) days from the date the City forwarded recall notices. In extenuating circumstances the fifteen (15) day time limit may be extended at the discretion of the Manager of Transit & Parking. Furloughed Operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service.

9:07 An operator appointed to a position not governed by this Agreement provided the appointment is less than six (6) consecutive months, shall have the right to return to their position as Operator without loss of seniority.

9:08 An employee's employment shall be considered terminated and their seniority cancelled when:

- (a) the employee quits their employment, or
- (b) the employee is discharged for cause, or
- (c) the employee overstays a leave of absence without reasonable cause.
- (d) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident:

- (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in articles 15:01 and 15:02.

- (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 Articles 15:01 and 15:02.

- (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

- (b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:

- (i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Articles 15:01 and 15:02.
 - (ii) At the end of such month period such employee will be responsible for the total cost of all benefits set out in Articles 15:01 and 15:02.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (e) It is understood that the provisions of 9:08(d)(a)(iii) and 9:08(d)(b)(iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
- (f) An Operator has been absent in excess of five (5) days in succession, except in the case of sickness, or when leave of absence has been granted. No leave of absence shall be extended to exceed six (6) months, nor reinstatement made after six (6) months continuous absence, except in case of sickness.

ARTICLE 10:00 **LEAVE OF ABSENCE**

- 10:01 An Operator held off duty to attend court, or inquests, or investigations, or subpoenaed as a Crown witness, in which the Operator is not implicated shall be paid for time lost and reasonable actual expenses. This clause applies only to circumstances occurring while on duty.
- 10:02 All Employees covered by this Agreement, if called for Jury Duty or Jury Selection, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled for work. The employee will present proof of Jury Duty and the amount of pay received.
- 10:03 Any Operators serving on a committee representing Operators as employees shall not be discriminated against, and shall have leave of absence upon request to serve on such committee. Such a request shall be made at least 24 hours in advance.
- 10:04 The City may grant, in writing, a leave of absence without loss of

seniority and without pay for a period of up to 6 months to any Operators requesting such leave in writing for a good and sufficient cause.

10:05 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay 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.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law, step-parents, step-siblings. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle.

"Spouse" means a person

- (a) to whom a 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")

10:06 Notwithstanding the length of service of an employee, the Employer will provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 11:00 HOURS OF WORK AND OVERTIME

11:01 Each regularly assigned Operator will be scheduled as nearly as possible, to forty (40) hours work or held for duty hours a week and will be paid not less than eighty hours at pro rata rate in a two week pay period. Two days off each week will be consecutive whenever possible. Pay period earnings provided above will be reduced in proportion to

scheduled work or held for duty hours that the Operator fails to be available for.

11:02

- (a) Ten (10) hours will constitute a day's work for all Regular Operators with the exception of those Regular Operators on Parabus assignments who will have a regular workday of eight (8) hours. Rates of time and one half to the closest 5 minutes will be paid for all:

- hours worked or held for duty in excess of ten (10) hours per day or eight (8) hours per day if a Regular Para Bus Operator;
- in excess of 80 pro rata (portion) hours in a two week pay period;

Pay period earnings will be calculated with one-week vacation equaling 40 hours in the calculation of overtime.

There will be no pyramiding of overtime hours.

- (b) Spareboard Operators assigned to Parabus duties may work up to ten (10) hours per day at straight time.

11:03 The Overtime Call List will be posted with the regular run pick and will remain in effect for the duration of the pick. Regular operators must sign this list to be eligible to work overtime. Operators who sign off the Overtime Call List will not be eligible to sign on until they notify the Area Coordinator Transit & Parking or the designate in writing of their intent. Such Operators will have their names placed at the bottom of the Overtime List. Spareboard operators will automatically be placed on the Overtime Call List.

The most senior top three Spareboard Operators who elect to start their shifts on Monday can be called for over time on Sunday with the hours being paid out at an overtime rate and not included in their 40 hours per week, or 80 hours over two weeks.

In the calculation of overtime (OT) hours for Spareboard Operators, OT will not be included in the scheduled hours at regular pay.

Operators who have signed the overtime call list will be called in seniority rotation so that overtime turns are distributed as equitably as possible. A turn of overtime will be equal to ten (10) hours worked or refused.

When an Operator is called for overtime service and fails to respond, the Operator loses their overtime turn, except those Operators on vacation,

on W.S.I.B., or on paid sick leave, will not be charged a turn of overtime. Refusing short changes (less than 8 hours) will not be recorded as a refusal.

Those Operators who wish to be called for overtime while on vacation will be called once the list is exhausted.

A chart will be posted for each pick period indicating the hours of overtime worked or refused by each Operator. The hours of worked or refused overtime will be active for the duration of the pick period. Any imbalances in the equitable distribution of overtime hours will be corrected as soon as practically possible.

- 11:04 Provided Spareboard Operators are available within the two (2) week scheduling period as determined by the Employer, and prior approval of the Employer is obtained, an Operator may request time off without pay only with the current posted assignment period up to a maximum of seventy (70) hours per calendar year. This excludes requested time off without pay for “short changes” (i.e. “short changes” are 8 hours or less).

It is understood that the total maximum leave hours permitted includes: RTO and LOAs. If an Operator for good and sufficient reason requests leave in excess of the maximum, City Transit Management will consider such requests on their merit and without prejudice or precedent to the application of this article.

- 11:05 An Operator will be allowed ten minutes reporting time before a bus leaves the garage.
- 11:06 Regular Operators will be allowed to change their scheduled shifts daily, weekly, or for the duration of the pick. Vacation is part of the scheduled change when Operators switch for the duration of the pick.

Trades that include at least one Spareboard Operator will result in both Operators being removed from the Cover List for the day of the Trade.

No Operator will work more than eleven (11) consecutive shifts in order to facilitate shift changes. The shift change and the payback must be marked up together.

11:07 Notwithstanding any other provision in the collective agreement, an Operator scheduled to perform charter work will be paid a minimum of two (2) hours at the applicable rate of pay.

11:08 Where possible Spareboard operators shall be scheduled/assigned work within a fourteen (14) hour period. It is acknowledged that the scheduling of such employees does not violate Employment Standard Act and that when required may work in excess of fourteen (14) hours to meet collective agreement compliance.

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

Operators scheduled to work greater than five (5) consecutive hours will be provided a thirty (30) minute paid lunch period.

11:09 The Scheduler or Designate will make every effort to email the schedule on or about 4:00 pm daily (Monday – Friday). Weekend schedules will be emailed on Friday. Spareboard Operators who want to be included on this daily email may opt in by emailing the Scheduler. The schedule is subject to change. After 4:00 pm any changes to the schedule will be called out to the affected Spareboard Operators.

11:10 The Operator will be able to make up their lost hours at regular pay as a result of a book off. This will occur only if:

- there is no Spareboard Operator available;
- the employer has shifts available on the schedule in the same pay period, including operator's regular day off;
- it prevents filling overtime

The Operator involved will contact the Area Coordinator on the day of the book off to make themselves available for potential work.

11:11 Scheduling of Spareboard Hours

1.	2:20 p.m. – 12:05 a.m.	9.75 hours
2.	5:40 a.m. – 3:00 p.m.	9.33 hours
3.	6:15 a.m. – 3:30 p.m.	9.25 hours
4.	Full Para Bus shifts	9.25 hours or greater

All employees in the first four (4) categories will be removed from the

cover list.

All other work will be scheduled such that the maximum number of available hours will be assigned according to seniority. This may result in a senior employee being assigned to several pieces of work. As a result, a senior employee may start and/or end work later in the day than a junior employee.

In the event of cancellations, reasonable attempts will be made to re-assign additional hours that same day. Such attempts will be the responsibility of the Scheduler and/or the Inspector on duty at the time of cancellations.

If it is not logistically or economically feasible to make up cancelled hours on the day that a cancellation occurs, then the affected employee will be allowed to make up the lost hours by the end of the pay week or pay period where possible.

This priority list is only a guideline and Spareboard Operators will be used as needed, not to interrupt the Transit Service.

The daily schedule will be posted by 4:00 p.m. Monday to Friday and any book offs after 4:00 p.m. are to be reassigned to the cover list.

ARTICLE 12:00 **RATES OF PAY**

12:01 Amend rate of pay for regular Operators and Para bus Operators as follows:

Feb. 1, 2023	Jan. 1, 2024	Feb. 1, 2025	Feb. 1, 2026
3.50%	3.75%	3.00%	3.00%
\$29.67 per hour	\$30.79 per hour	\$31.71 per hour	\$32.66 per hour

A new Operator will receive the full hourly rate as soon as the employee takes over operational driving on their own.

12:02 New employees breaking in will be paid Employment Standards Act minimum wage plus \$1.50 until judged capable of taking over operation duties on their own. Such employees will not work over ten (10) hours in one day or the normal hours in the week.

12:03 Paydays will be every second Thursday.

12:04 An Operator leaving the City's services shall be paid at the earliest practical time and shall be given a service letter over the signature of the Manager or the designate upon application, stating reasons for leaving, capacity in which the employee was employed and length of service with the City.

12:05 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

ARTICLE 13:00 **SPECIFIED PAID HOLIDAYS**

13:01 Regular route runs on a Specified Paid Holiday will be paid what the run would normally have paid had it not been a holiday.

Spareboard employees on a regular run will be paid what the run would pay a regular assigned Operator. Unassigned employees on the spareboard will receive eight hours pay for all Specified Paid Holidays.

The following shall be considered paid holidays:

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

* When Canada Day falls on a Sunday, it shall be considered a regular work day and the Holiday will be the Monday.

It is understood that the employee working the paid holiday will be compensated accordingly.

13:02 (a) An employee required to work on the day of observance of a Specified Paid Holiday shall be paid 1 ½ times their regular rate for the hours worked in addition to this holiday pay.

(b) An employee required to work on their regular day off on the day of

observance of a specified paid holiday shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

- 13:03 In order for an employee to qualify for any of the above rates of specified holiday pay an employee must have worked their last scheduled shift prior to and their first scheduled after the day on which the specified paid holiday is celebrated unless absent on authorization of the Manager or their appointee. Such authorization will not be withheld unreasonably.

Section 11:06 has no bearing on this section.

- 13:04 On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief. See letter number ten (#10) for Holidays with Reduced Service.

- 13:05 Parabus Runs on Paid Holidays

The City has the sole discretion to cancel any work on a Paid Holiday. In assigning available work on that day the following will apply:

If any work falls during a currently existing work assignment the operator is required to complete that assignment.

If any work falls outside a picked run the senior operator on a Para Bus run that has had their work assignment cancelled will be offered the work.

All other remaining work will be assigned to spareboard as per the collective agreement.

ARTICLE 14:00 VACATIONS

- 14:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.
- 14:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

14:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

14:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

14:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

14:06 Employees who have completed 24 years' continuous service and are in their 25th year will be entitled to six (6) weeks of vacation plus one (1) additional day of vacation with pay at 12.5% of previous year's earnings.

Employees who have completed 25 years' continuous service and are in their 26th year will be entitled to six (6) weeks of vacation plus two (2) additional days of vacation with pay at 13.0% of previous year's earnings.

Employees who have completed 26 years' continuous service and are in their 27th year through to their 29th year will be entitled to six (6) weeks of vacation plus three (3) additional days of vacation with pay at 13.5% of previous year's earnings.

14:07 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

14:08 Vacation Selection Schedule:

(a) Operators by seniority will select their vacation pick at scheduled times. Vacation pick periods will be scheduled at two hour intervals beginning November 1st, 7 A.M. to 5 P.M., continuing seven days a week until the first round vacation pick is completed. The second round of the vacation pick will begin the day following the completion of the first round vacation pick and will continue until completed.

Example:

November	1	Operator 1 to 5
	2	Operator 6 to 10 1st round pick
	3	Operator 11 to 15 3 wks. selection

	14	Operator 81 to end	
November	15	Operator 1 to 5	
	16	Operator 6 to 10	2nd round pick
	17	Operator 11 to 15	remaining weeks

Daily time schedule:

Operator #1 - 7 AM to 9 AM
 Operator #2 - 9 AM to 11 AM
 Operator #3 - 11 AM to 1 PM
 Operator #4 - 1 PM to 3 PM
 Operator #5 - 3 PM to 5 PM

(b) It is the sole responsibility of an operator to know their pick time. Failure of an Operator to select their vacation pick in their scheduled time will result in the loss of their vacation pick until such time as they notify Transit Management of their desire to make their vacation picks. Upon notification to Transit Management of their desire to make a vacation pick, the Operator will be allowed to pick immediately after the Operator who is scheduled in that time frame makes their pick. The pick schedule will then continue on as scheduled.

(c) Operators who cannot be present to select their vacation pick will be permitted to telephone their choice.

(d) The Vacation Selection Schedule will be posted October 15th each year. Operators will be responsible to check their number and time schedule for their vacation pick, as numbers and times of selection may change each year.

14:09 Should an Operator be on L.T.D., Weekly Indemnity or WSIB at the time when their annual vacation is scheduled to occur, the vacations will be rescheduled to a time mutually agreed to between the employee and their Supervisor and will be rescheduled within two weeks of return to work, from among vacation openings existing as of January 1st of that calendar year.

ARTICLE 15:00

WELFARE

15:01 The City agrees to provide the following welfare benefits to employees classified as Operator II with the City paying 100% of the premiums for such benefits:

Ontario Health Insurance Plan

Life Insurance plus A.D. & D. in the amount of 1.5 times annual salary

Weekly Accident and Sickness Benefit – Effective January 1, 2016:

The amount of the Short Term Disability shall be seventy percent (70%) of basic weekly earnings. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

Green Shield Extended Healthcare Benefit

Benefit changes effective the first of the month following ratification of the Memorandum of Settlement by the parties:

- \$9.00 drug card system (drug plan is voluntary generic substitution).
- Vision Care (eyeglass subsidy \$500.00 every two years for the life of the agreement). Amount of Vision Care can be used for Eye Vision Lasik Surgery or contact lenses.
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months or when the Ministry of Transportation requests a complete physical including eye examination for the employee's drivers' licence.
- Pharmacy dispensing fees capped at \$10 per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Orthotics – 50% / 50% co-share.

- Orthodontic - \$2500.00

\$500 combined paramedical benefit for Physiotherapist, Osteopath, Podiatrist, Chiropodist, Naturopath, Registered Massage Therapist, Chiropractor or Speech Therapist.

Premium Maple and InkBlot. Both will be effective the 1st of the month following ratification by both parties.

Cap Private Duty Nursing @ ninety (90) – eight (8) hour shifts per year.

Long Term Disability to provide 60% of an employee's basic hourly rate after 26 weeks with Canada Pension Plan as a primary offset.

Coverages for Group Life Insurance and Long Term Disability Insurance 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 the settlement. Coverage shall be in accordance with the terms and conditions of each policy.

- Active Employees Over Age 65

Active employees over age 65 will enjoy the same benefits as active under age 65, except for LTD and AD&D, which will terminate on the day the employee attains age 65. Life Insurance: Reduce to \$10,000 fixed to retirement or age 70 max.

- 15:02 Employees will be provided with Green Shield Dental Plan #9 with Rider #3 (\$1,500 orthodontic limit), on the basis of one year behind current O.D.A. fee schedule.
- 15:03 Overage Dependent Coverage to age twenty-five (25) is included in the Green Shield Extended Health Care and Dental coverage.
- 15:04 An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate to return to duty.

The City will reimburse the employee up to \$40 for medical information requested by the Employer (The City). This includes STD carrier forms.

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

- 15:05 An employee hurt in an industrial accident shall be paid for the scheduled time lost on the day the employee was injured at their regular rate including any overtime premium.
- 15:06 The City shall provide transportation pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City. It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by WSIB.
- 15:07 An employee who is absent from work without pay for 30 days or more shall be fully responsible for the payment of the total cost of premiums for the benefits outlined in Articles 15:01 and 15:02.
- 15:08 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or the number of dependents within 15 days of the change. 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 coverages.
- 15:09 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of 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.
- 15:10 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.
- 15:11 New Operators will be provided with the following welfare benefits during

the first three thousand seven hundred and fifty (3,750) hours of work with 100% of the premium paid by the City:

- Prescription Drug Benefit Plan at 90/10% Co-insurance
* Drug benefit subject to elimination of OTC's & \$10 dispensing fee cap.
- Vision Care \$500 effective February 1, 2023 per 24 months for the life of the agreement.

ARTICLE 16:00 PENSIONS

16:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes and regulations.

16:02 The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements, or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S. (Note: Employees, who are subject to the 90% / 10% co-insurance under the Prescription Drug Plan and retire, shall only be eligible for 90% / 10% co-insurance for the Prescription Drug Plan under this clause.)

All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

The intent of this clause as it pertains to benefit entitlement is understood not to include an "OMERS Disability Pension" as defined in the OMERS Regulations.

16:03 Any employee retiring on the Company Pension Plan will be granted a lifetime pass.

ARTICLE 17:00**UNIFORMS**

17:01 Employees shall be required to wear uniforms as designated by the City.

17:02 An Operator leaving the service of the City shall return the latest issue of uniforms.

17:03 All uniforms must be worn according to Transit Policy.

Item of Clothing	Value
1 pair of men's or women's trousers	3 points
1 dress shirt (long or short sleeve)	1 point
1 polo shirt	2 points
1 windbreaker	2 points
1 winter coat	9 points
1 fall jacket	4 points
1 rain coat	2 points
1 half zip pullover	2 points
2 baseball caps	1 point
1 pair mechanic gloves	1 point
1 pair shorts	2 points

Uniform orders will be placed for 2024 and then filled every two (2) years.

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

Note: Upon successful completion of the probationary period, employees will accumulate fourteen (14) points for each calendar year of service (January to December). Points will be prorated for absence from work due to W.S.I.B., or Leave of Absence for thirty (30) or more cumulative days of absence in any given calendar year.

The parties agree to meet during the term of this collective agreement to discuss the point system and the quality of the garments to be purchased. Within 90 days from ratification.

ARTICLE 18:00

GENERAL RULES

- 18:01 An Operator will be responsible to collect and turn in any articles found in the bus.
- 18:02 When Operators are sent out of town they shall be allowed actual reasonable expenses for meals and sleeping accommodations when claim is accompanied by receipts.
- 18:03 An Operator shall use their own judgment when operating any bus and if in their opinion the bus is not mechanically safe, it must be reported to the garage immediately.
- 18:04 Operators shall not be required to pay fines on account of damages to City equipment other than for violation of the Highway Traffic Act.
- 18:05 All employees covered by this Agreement shall be provided with a pass on buses.
- 18:06 A meal allowance of \$15.00 (effective the first of the month following ratification of the memorandum of Settlement by the parties) will be paid, to all Operators called to report within the hour for a full overtime shift.
- 18:07 (a) When an employee is retained before or after a shift to complete an Accident/Incident Report, the employee shall be paid fifteen (15) minutes at straight time.
- (b) When an employee is retained before or after a shift to meet with the City's insurance adjuster, the employee shall be paid in accordance with the collective agreement for the time in attendance at such meeting as approved by the Manager of Transit & Parking or designate.
- 18:08 In the event the Corporation sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to shall become the successor employer as deemed by the laws of Ontario or any statute, legislation, or any other applicable regulation. Further, the employees of Transit Services
- (Operators) shall continue to enjoy their full seniority in this new arrangement.

ARTICLE 19:00

LOSS OF LICENCE

The Parties agree to the following procedure in the cases of loss of driver's licence for impaired driving.

On the first conviction of impaired driving, a leave of absence for the period for the period of two (2) years will be granted, subject to the following conditions:

1. Each case will be judged on its merits and will be at the discretion of the City.
2. The Employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. The Employee will not accumulate seniority nor service during the period of the leave of absence (starting employment date will be adjusted to offset the time on leave of absence).
4. On return to work, the Employee will be assigned to the spareboard until the next assignment pick.
5. It is recommended that the Employee enroll in a treatment program as necessary.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required license restored in order to operate a City transit vehicle. There shall be no requirement for the City to install "ignition interlocks" on City vehicles.

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted and employment will be terminated.

The above procedure is agreed to notwithstanding the provision of Article 10:05 of the collective agreement.

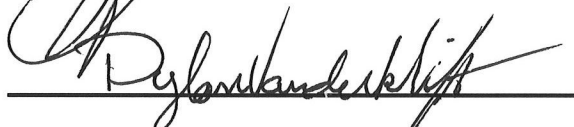
ARTICLE 20:00**DURATION**

20:01 This Agreement shall be effective from February 1st, 2023 and shall remain in effect until January 31st, 2027 and shall thereafter continue from year to year unless not more than one hundred and twenty (120) days nor less than 30 days before the expiration date, either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date. Negotiations shall then be scheduled between said parties within ten (10) days of such notice.

FOR THE EMPLOYEES (AMALGAMATED TRANSIT UNION LOCAL 1767)



CHAIR



Dylankundskiff



Jay Vaughan

FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR

CITY CLERK

LETTER #1
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
LABOUR MANAGEMENT COMMITTEE

The City of Sault Ste. Marie and the Amalgamated Transit Union – Local 1767, agree to the following terms related to the provision of Article 5:07 of the collective agreement:

1. The Union Committee will consist of three (3) union representatives to deal with matters of mutual concern relating to Transit operations.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location. Such meetings will be scheduled during normal City business hours - 8:30 A.M. to 4:30 P.M., Monday through Friday."
3. Any member required to attend such meetings will suffer no loss of pay.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meeting 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 resolve the issues in a cooperative manner.

Agreed to this 6th day of April, 2023.

FOR THE UNION

"Manny Sforza"

"Dylan Vanderklift"

"Brent Cerenzia"

"Joy Vaughan"

FOR THE CITY

"Ida Bruno"

"Nicole Ottolino"

"Brent Lamming"

"Dave Lamming"

"Nicole Maione"

LETTER #2
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
MEMORANDUM OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of the agreement to discuss Welfare Benefits and methods by which to contain the escalating costs of these benefits.

Agreed to this 6th day of April, 2023.

FOR THE UNION

"Manny Sforza"
"Dylan Vanderklift"
"Brent Cerenzia"
"Joy Vaughan"

FOR THE CITY

"Ida Bruno"
"Nicole Ottolino"
"Brent Lamming"
"Dave Lamming"
"Nicole Maione"

LETTER #3
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
CLARIFICATION OF PRACTICE

Specified Holiday Pay - Regularly Assigned Operators
On a Day Off or During a Week of Schedule Vacation

For a Specified Paid Holiday on a regular day off the Operator or during a week of scheduled vacation the Operator will be paid the greater of:

1. The average of the hours worked in the work week of the statutory holiday,

or
2. The Employment Standards Act Requirements.

The Employment Standards Act considers hours worked in its averaging for Specified Paid Holidays.

Agreed to this 6th day of April, 2023.

FOR THE UNION

"Manny Sforza"
"Dylan Vanderklift"
"Brent Cerenzia"
"Joy Vaughan"

FOR THE CITY

"Ida Bruno"
"Nicole Ottolino"
"Brent Lamming"
"Dave Lamming"
"Nicole Maione"

LETTER #4
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
VACATION SCHEDULING

Employees who schedule a week of vacation containing a Specified Paid Holiday will be permitted to elect to hold one (1) vacation day as a floating holiday.

Employees will be permitted to hold only a maximum of three (3) floating holidays.

Instead of receiving a vacation pay on the Specified Paid Holiday the employee would be paid such vacation pay on the floating holiday.

Employees will make a declaration to take such floating holidays at the normal vacation selection time.

Requests for booking the floating holiday will be submitted for approval by the Area Coordinator Transit & Parking or designate no later than one (1) week before taking the paid holiday. Approval will be at the sole discretion of the Area Coordinator Transit & Parking or designate.

Agreed to this 20th day of June, 2019.

FOR THE UNION

"Dennis Champagne"
"Brent Cerenzia"
"Alfred D'Ettorre"
"Manny Sforza"

FOR THE CITY

"Brad Miller"
"Nicole Maione"
"Brent Lamming"
"Ida Bruno"
"Peter Niro"

LETTER #5
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE

VIDEO SECURITY SURVEILLANCE CAMERAS

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

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

Agreed to this 26th day of April, 2023.

FOR THE UNION

"Manny Sforza"
"Dylan Vanderklift"
"Brent Cerenzia"
"Joy Vaughan"

FOR THE CITY

"Ida Bruno"
"Nicole Ottolino"
"Brent Lamming"
"Dave Lamming"
"Justine Palmer"
"Nicole Maione"

LETTER #6
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
SPECIFIED PAID HOLIDAYS

ARTICLE 14: SPECIFIED PAID HOLIDAYS

14:04 Selection of Employees to Work on Specified Paid Holidays

This procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement.

1. On the following reduced service holidays and any future reduced service holiday(s):
 - Family Day
 - Civic Holiday

The following procedures shall apply:

- A. The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines
- B. At the time of pick selection employees who wish to work on a specified paid holiday must select the corresponding box on the sign-up sheet
- C. The work on the specified paid holidays shall be offered in the following sequence to:

- (i) Employees whose work assignments have such specified paid holiday as an ordinary working day. Such employees may request to work or not work on such specified paid holiday.
 - (ii) Employees by seniority from most senior to most junior from the sign-up list.
 - (iii) The employee with the work assignment under item (i) if there is any unfiled work remaining per item (ii).
- D. Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday, she/he cannot decide to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected.
- E. It is understood and agreed that Operators who pick a run under the terms of this letter are expected to work said Holiday. If not able to work said Holiday the Operator must request the time off or arrange for a trade.

Agreed to this 26th day of April, 2023.

FOR THE UNION

"Manny Sforza"
"Dylan Vanderklift"
"Brent Cerenzia"
"Joy Vaughan"

FOR THE CITY

"Ida Bruno"
"Nicole Ottolino"
"Brent Lamming"
"Dave Lamming"
"Justine Palmer"
"Nicole Maione"

LETTER #7
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
PAID APPROVED UNION LEAVES (P.A.U.L.)

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

The Union shall provide WSIB coverage for members on Leave for Union Business.

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

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

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

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

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care,

Dental Plan, Life & ADD, W.I. and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and a half (1.5) hours at the CUPE 67 Civic JC 12 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union.

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

Reasonable effort must be made to submit these requests a minimum of one (1) week prior to the requested date. Approval is based on operational needs, and will not be unreasonably withheld.

Agreed to this 26th day of April, 2023.

FOR THE UNION

"Manny Sforza"

"Dylan Vanderklift"

"Brent Cerenzia"

"Joy Vaughan"

FOR THE CITY

"Ida Bruno"

"Nicole Ottolino"

"Brent Lamming"

"Dave Lamming"

"Justine Palmer"

"Nicole Maione"

LETTER #8
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
USE OF VACATION FLOATER DAYS

It is agreed and understood that Operators with Floating Vacation Days remaining to be booked after the regular booking period referred to in Article 14, may use such days the following year, to cover days where an Operator is ill provided the following:

1. The City reserves the right to ask for a medical note verifying the reason for absence (illness) in accordance with Article 15:04.
2. The employee/operator must declare that the floating vacation day is being requested for illness absence within 24 hours of the call in.
3. This letter is subject to renewal by mutual agreement of the parties.

Agreed to this 25th day of April, 2023.

FOR THE UNION

"Manny Sforza"
"Dylan Vanderklift"
"Brent Cerenzia"
"Joy Vaughan"

FOR THE CITY

"Ida Bruno"
"Nicole Ottolino"
"Brent Lamming"
"Dave Lamming"
"Nicole Maione"
"Justine Palmer"

LETTER #9
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
TIME OFF IN LIEU OF OVERTIME

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

1. Maximum Time Off in Lieu – forty (40) hours lieu time once in a calendar year.
2. Time will be banked at straight time (ex. 1 hour of overtime will equal 1 hour in your lieu bank).
3. Requests for lieu time will be considered on an individual basis at the time of request.
4. Requests for banked time will be made in writing at least 7 days in advance of the day/night shift requested.
5. Approval will be at the discretion of the Area Coordinator or Inspector or designate based upon the operational requirements of the Department.
6. Lieu time will not be used during lay-offs.
7. If not utilized, time will be paid out at straight time on the final pay period of the year.
8. Lieu time may not be granted from **July 1st to August 31st** in any given calendar year, based on workforce availability.

Agreed to this 8th day of June, 2023.

FOR THE UNION

"Manny Sforza"

"Dylan Vanderklift"

"Brent Cerenzia"

"Joy Vaughan"

FOR THE CITY

"Ida Bruno"

"Nicole Ottolino"

"Brent Lamming"

"Dave Lamming"

"Nicole Maione"

"Justine Palmer"

LETTER #10
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE
SHORTCHANGES

WHEREAS the Collective Agreement has included references to Shortchanges, which has been a longstanding practice;

AND WHEREAS the Union has advised that they require a change to this practice before continuing to negotiate any further section of the Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. A spareboard employee may not be entitled to the greatest piece of work (highest hours) and the City shall go to the next most senior person who has been free from work for at least 8 hours; They shall be assigned the first known full piece(s) of work after 8 hours free from work. If no full piece of work is available then partial pieces of work may be added together.
2. The Union and Employer agree that a driver won't be eligible for overtime if they have not been off for 8 consecutive hours in between days.
3. No grievances specifically related to spareboard work being assigned out of value order shall arise out of the implementation of this agreement from the Union.
4. This rest period does not apply to split shifts within the same day.
5. This LOU is without P&P and is no admission of liability.

Agreed to this 8th day of June, 2023.

FOR THE UNION

"Manny Sforza"

"Dylan Vanderklift"

"Brent Cerenzia"

"Joy Vaughan"

FOR THE CITY

"Ida Bruno"

"Nicole Ottolino"

"Brent Lamming"

"Dave Lamming"

"Nicole Maione"

"Justine Palmer"

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-12

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street that portion of Connaught Avenue described as PIN 31593-0044 (LT) PCL 9518 SEC AWS; BLK 35 PL M391 KORAH; SAULT STE. MARIE, Sharon Hill II Subdivision.

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PIN 31593-0044 (LT) PCL 9518 SEC AWS; BLK 35 PL M391 KORAH; SAULT STE. MARIE, Sharon Hill II Subdivision.

2. **EFFECTIVE DATE**

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

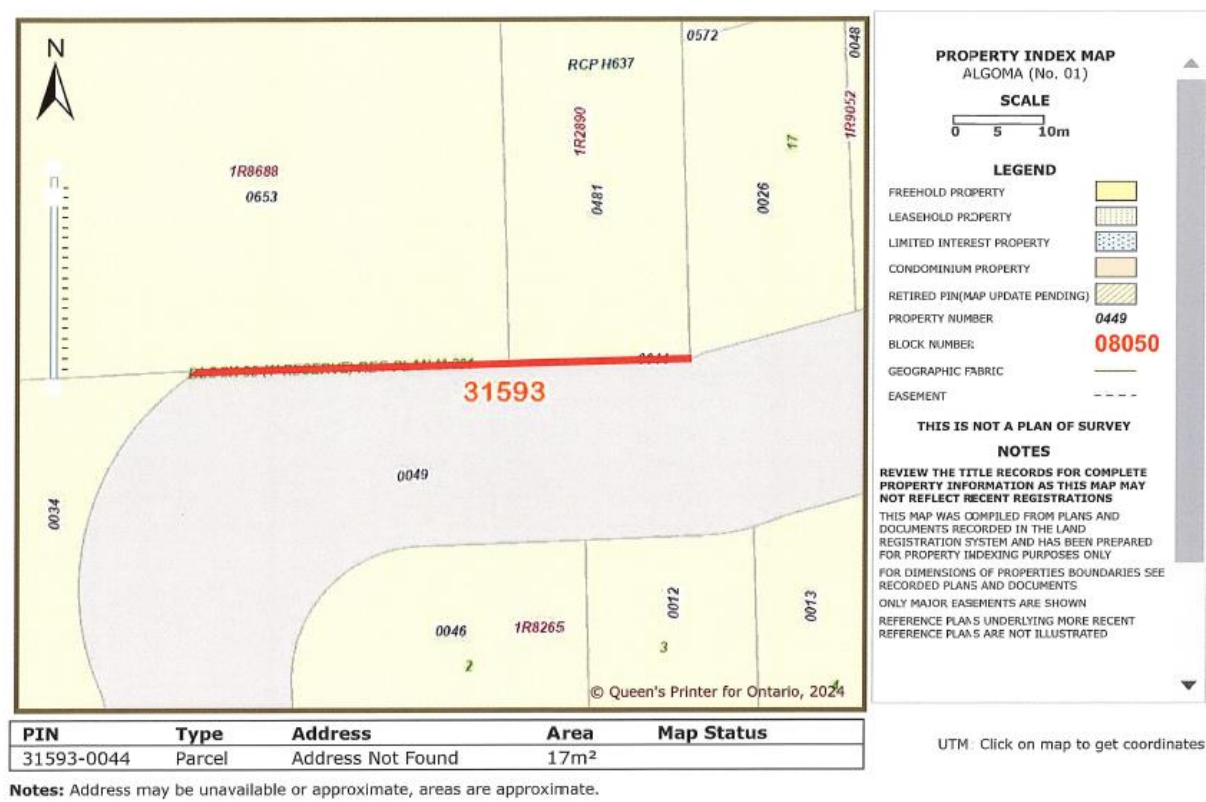
PASSED in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2025\\2025-12 Street Assumption - Connaught Ave 1 ft reserve.docx

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2025-12. IT IS FOR INFORMATION PURPOSES ONLY.



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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-3

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of Cameron Lane in the Cameron Subdivision, Plan 310.

WHEREAS the street more particularly described as Cameron Lane described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, in the Cameron Subdivision, Plan 310 was established as a public street and assumed for public use by By-law 2025-2;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street more particularly described as Cameron Lane described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, in the Cameron Subdivision, Plan 310, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

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

3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 13th day of January, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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