The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, April 8, 2024

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** 21 - 41

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the Minutes of the Regular Council Meeting of March 18, 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 C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the Agenda for April 8, 2024 City Council Meeting as presented be approved.

6. Presentations

6.1 *KPMG Shared Services Review* *42 - 49*

Tim Swanson, Senior Manager, Advisory Services

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that all the items listed under date April 8, 2024 – Agenda item 7 – Consent Agenda save and except Agenda item 7.3 be approved as recommended.

7.1 AMO Advocacy Report 50 - 51

A report of Councillor L. Dufour is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of Councillor L. Dufour dated April 8, 2024 concerning AMO Advocacy by received as information.

7.2 KPMG Shared Services Review Report 52 - 55

A report of the CAO is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the CAO dated April 8, 2024 concerning KPMG Shared Services Review Feasibility Study between the City and the Sault Ste. Marie Police Services Board be received as information.

7.2.1 *KPMG Report* *56 - 121*

7.3 Report of the Integrity Commissioner (Councillor Kinach) 122 - 123

A report of the Integrity Commissioner is attached for the consideration of Council.

7.3.1 *Kinach Request for Advice* *124 - 129*

7.4 Community Development Fund – Dolly Parton Imagination Library 130 - 133

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Chief Administrative Officer dated April 8, 2024 concerning the Dolly Parton Imagination Library be received and that Council approve a contribution of $5,000 from the Community Development Fund Economic Development stream.

7.5 2024 Tax Policy and Rates

134 - 137

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

The relevant By-laws 2024-50, 2024-51 and 2024-52 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.6 2024 Property Tax Capping Options

138 - 141

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

The relevant By-law 2024-49 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.7 Tender for Selected Granular Materials

142 - 144

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning granular materials as required by Public Works be received and that the tender for the supply of selected granular materials for the 2024 and 2025 seasons be awarded to Pioneer Construction and Possamai Construction on an as-required basis and by lowest cost rating;

Further that the tender for the supply of alternate slag materials for a period of one year be awarded to Inter-Ontario Equipment Rental and Repair Ltd. on an as-required basis and by unit costs quoted, on a sole-source basis.

7.8 Tender for Equipment Purchase

145 - 147

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one tandem plow/sander combo be awarded to TMS Truck Centre Ltd. at their low price, meeting specifications, of $397,382 plus HST.

7.9 Tender for Roberta Bondar Marina Port Fendering

148 - 150

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning marine port fendering as required by Community Development and Enterprise Services be received and that the tender be awarded to Howard Avery Construction at their low price, meeting specifications, of $158,750.00 plus HST.

7.10 Emission Monitoring Equipment for the Crematorium

151 - 152

A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Community Services dated April 8, 2024, concerning Emission Monitoring Equipment for the Crematorium be received and that the purchase of a new emissions monitoring unit at an estimated cost of $20,000 be authorized utilizing funds from the Cemetery Reserve.

7.10.1 Amended motion

The motion has been amended based on revised quotations received.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Community Services dated April 8, 2024, concerning Emission Monitoring Equipment for the Crematorium be received and that the purchase of a new emissions monitoring unit at an estimated cost of $26,000 be authorized utilizing funds from the Cemetery Reserve.

7.11 Delegated Authority – Parking Officers

153 - 154

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2024-60 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.12 Seniors Active Living Transit Project

155 - 156

A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Dufour
Resolved that the report of the Director of Community Services dated April 8, 2024, concerning the Seniors Active Living Transit Update be received and that the following be approved:

- Any senior wishing to take the bus to any seniors program will receive a senior 12-ride pass at $6 which represents a discount of 75% off the regular price of $21.25; and
- Passes will be made available at both Senior Active Living Centres (Bay Street and Northern Community Centre).

7.13 Increase for Sand Filters John Rhodes Community Centre Pool 157 - 158

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning sand filters supply and installation as required by Community Development and Enterprise Services for the John Rhodes Community Centre pool be received and that the purchase be awarded to Ainsworth at their quoted price of $107,874 plus HST;

Further that the funding of $100,000 from GFL foundation work be reallocated to the John Rhodes Community Centre pool sand filters work and the balance to come from JRCC Operational Maintenance Budget.

7.14 Lease Contract Extension – Superior Osteo Postural Clinic Inc. 159 - 160

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2024-36 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15 Millworks Lease Expiration 161 - 162

A report of the Director of Economic Development is attached for the consideration of Council.

The relevant By-law 2024-54 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Director of Economic Development dated April 8, 2024 concerning Millworks Lease Expiration be received and that staff enter into a three-year lease with the newly proposed location at the rate of

$104,022 per annum inclusive utilizing funds from the Facilities Maintenance Reserve Fund (not to exceed $29,689.05).

7.16 Investing in Canada Infrastructure Program Amending Agreement for Transit 163 - 169

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2024-38 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.17 Community Development Fund Application – Rolling Pictures Company 170 - 174

A report of the Manager of Business Development is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Business Development dated April 8, 2024 concerning Rolling Pictures Company Community Development Fund request be received and that Council approve the investment of $25,000 through the Community Development Fund, Economic Growth Community Improvement stream.

7.18 Community Development Fund Application – Port Development – Senior Coordinator 175 - 182

A report of the Manager of Business Development is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Dufour
Resolved that the report of the Manager of Business Development dated April 8, 2024 concerning Community Development Fund, Economic Development stream application for Port Development – Senior Coordinator be received and that Council approve the request for funding in the amount of $66,150 per year for a period of three years totalling $198,450.

7.19 March 2024 Tourism Development Fund Applications 183 - 192

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour
Resolved that the report of the Director of Tourism and Community Development dated April 8, 2024 concerning March 2024 Tourism Development Fund applications be received, and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $63,250 as detailed below be approved:

- 2024 and 2025 Regional Convention of Jehovah Witnesses ($24,000)
- Community Future Conference ($3,000)
- Community Strong Race Weekend ($5,000)
- Festival of Beer ($3,000)
- Ontario Cup Mountain Bike Race ($10,000)
- Coppa Giovanni Soccer Tournament and Italian Festival ($5,000)
- Queen Street Cruise ($5,000)
- Stir the POTential Conference ($3,000)
- Poutine Feast ($2,750)
- Battle Under the Bridge ($2,500)

7.20 Sault Ste. Marie Region Conservation Authority Programs and Services 193 - 194

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

The relevant By-laws 2024-43, 2024-44, 2024-45, and 2024-46 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.21 Sackville Road Environmental Assessment – Notice of Addendum 195 - 196

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Municipal Services and Design Engineer dated April 8, 2024 concerning the addendum to the Sackville Road Environmental Assessment be received as information.

7.22 Reconstruction of Stanley Street 197 - 198

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

The relevant By-law 2024-56 authorizing execution of contract 2024-1E and By-law 2024-57 authorizing the road closure of Stanley Street between Pine Street and Elizabeth Street including intersections from May 1, 2024 to November 30, 2024 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.23 Reconstruction of Spruce Street 199 - 203

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

The relevant By-law 2024-58 authorizing execution of contract 2024-3E and

By-law 2024-59 authorizing the road closure of Spruce Street between Railroad Avenue and Wilcox Avenue from May 1, 2024 to November 30, 2024 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.24 Peoples Road Area Flooding Class Environmental Assessment 204 - 206

A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Development and Environmental Engineering dated April 8, 2024 concerning completion of the Peoples Road Area Flooding Class Environmental Assessment be received and that the recommendation that Public Works construct the Elliott Field ditching “in-kind” be approved.

7.25 Use of Funds from the Engineering Equipment Reserve 207 - 208

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour
Resolved that the report of the Municipal Services and Design Engineer dated April 8, 2024 concerning use of funds from the Engineering Equipment Reserve be received and that Council approve the use of up to $45,000 from the Engineering Equipment Reserve for the procurement of survey equipment.

7.26 Sault Ste. Marie Festival of Beer Licence of Occupation 209 - 211

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

The relevant By-law 2024-55 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.27 Property Declared Surplus – Abutting 17 Ferguson Avenue 212 - 214

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

The relevant By-law 2024-37 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.28 PUC (Transmission) LP – Easement Option Agreements 215 - 296

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

The relevant By-laws 2024-41 and 2024-42 are listed under Item 12 of the Agenda and will be read with all by-laws under that item.

7.29 Standard Facility Use Agreement Update 297 - 298

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

The relevant By-law 2024-53 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.30 Annual Accessibility Status Report 299 - 308

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning annual Accessibility Status Report 2023 be received as information.

7.31 Reserve Funding Request for Accessible Park Equipment and Benches 309 - 310

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning Reserve Funding Request for Accessible Park Equipment and Benches be received and that Council approve the purchase of accessible park equipment for Parkland and Westwood Parks and benches at Manzo Park Splash Pad at a cost of $20,000 with funds from the Barrier Removal Reserve.

7.32 Reserve Funding Request for Adult Change Table at Sinclair Yards 311 - 312

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning Reserve Funding Request for Adult Change Table at Sinclair Yards be received and that Council approve the purchase of an adult change table for the Sinclair Yards' universal washroom at a cost of $6,000 with funds from the Barrier Removal Reserve.

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

8.4.1 Automated Speed Enforcement and Administrative Penalties

313 - 320

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that the report of the Municipal Services and Design Engineer and the Solicitor dated April 8, 2024 concerning Automated Speed Enforcement be received and that Council direct staff to:

- Pursue an agreement with the City of Toronto Joint Processing Centre for ASE offence processing;
- Pursue an agreement with the Ministry of Transportation Ontario for access to licence plate information for offending vehicles;
- Develop Automated Speed Enforcement site selection criteria;
- Pursue an agreement with the Ministry of Attorney General for the required victim fine surcharge component that is paid by the notice recipient to the City;
- Develop supporting Administrative Monetary Penalty System by-law, polices, and guidelines;
- Refer staff complement increase requests to the 2025 budget; and
- Refer one-time and ongoing operating costs to the 2025 budget.

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 Application A-4-24-Z.OP – 44 Great Northern Road (BMO)

321 - 337

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Junior Planner dated April 08, 2024 concerning Planning Act Application A-4-24-Z.OP – 44 Great Northern Road be received

and that Council:

1. Approve Official Plan Amendment No. 251 by way of a notwithstanding clause to permit up to 450m^2 of office space upon the area to be rezoned, and;
2. Rezone a portion of the subject property (approximately 59m x 47.6m) as shown in the attached land use map from Shopping Centre (C5) Zone to General Commercial (C4.S) Zone with a Special Exception to increase the maximum Gross Floor Area for Office Uses outside of the downtown from 300 m^2 to 450 m^2.

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

8.8 Boards and Committees

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

9.1 Physician Recruitment Report Request

Mover Councillor S. Hollingsworth

Seconder Councillor S. Spina
Where as the community is in desperate need of physicians; and

Whereas the Physician Recruitment and Retention Committee has been working on increasing the number of doctors in Sault Ste. Marie since its inception; and

Whereas the community is interested in the success rate of the committee and its efforts;

Now Therefore Be It Resolved that a detailed report be given to Council at a future Council meeting outlining the recruitment rates, retention rates, the budget for the Physician Recruitment Committee and what the Manager of Physician Recruitment sees as challenges and opportunities in recruitment strategies in the field of family medicine locally.

9.2 Intimate Partner Violence

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen
Whereas the jury that heard the Carol Culleton, Anastasia Kuzyk, and Nathalie Warmerdam inquest (The Renfrew County Inquest) issued 86 recommendations to prevent future deaths and delivered those recommendations to the Province of Ontario; and

Whereas recommendation #85 of the inquest is to include “coercive control”, as defined in the *Divorce Act*, as a criminal offence or as a type of assault under section 265 of the *Criminal Code*; and

Whereas according to experts, a perpetrator has privileged access to information about the target by virtue of the closeness of an intimate relationship and, as such, is able to identify unique vulnerabilities that can be exploited for coercive control; and

Whereas Coordinating Community Responses to Domestic Violence cites scholars and advocates in the field have consistently described intimate partner violence as both an expression of, and an attempt to maintain, power and control over intimate partners; and

Whereas in 2019, according to the Government of Canada, of the 107,810 people aged 15 and over who experienced intimate partner violence 79% were women. 55% of women who experienced physical or sexual intimate partner violence feared a partner at some point. Being afraid of a partner can indicate intimate partner violence that is more coercive, more severe, and more likely to reflect a pattern of abusive behaviours; and

Whereas between 2014 and 2019 in Canada, there were 497 victims of intimate partner homicide, and 80% (400 victims) were women; and

Whereas while Indigenous women account for about 5% of all women in Canada, they accounted for 21% of women killed by an intimate partner between 2014 and 2019 (83 victims). In 2021, the rate of gender-related homicide of Indigenous women and girls was more than triple that of gender-related homicides of women and girls overall (1.72 versus 0.54 per 100,000 women and girls); and

Whereas the Government of Canada names coercive control as one of the acts included in intimate partner violence, but does not include coercive control as an offence contained within the *Criminal Code* of Canada* and

Whereas Bill C332, a private member's bill to amend the *Criminal Code* to create an offence of exercising coercive control of an intimate partner by engaging in a pattern of conduct that consists of any combination, or any repeated instances, of any of the following acts: using, attempting to use or threatening to use violence against certain persons, coercing or attempting to coerce the intimate partner to engage in sexual activity or engaging in other conduct that could reasonably be expected to cause the intimate partner to believe that their safety, or the safety of a person known to them, is threatened**

Now Therefore Be It Resolved that the Sault Ste. Marie City Council express its support for Bill C-332 as well as call on the Government of Canada to support Bill C-332 and enact the necessary amendments to the *Criminal Code* of Canada to include coercive control of an intimate partner; and

Further it be resolved that a copy of this motion be circulated to the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Dominic LeBlanc, Minister of Public Safety, the Honourable Patty Hajdu, Minister of Indigenous Services, the Honourable Mark Holland, Minister of Health, the Honourable Marci Ien, Minister for Women and Gender Equality and Youth, the Honourable Jenna Sudds, Minister of Families, Children and Social Development, the Honourable Arif Virani, Minister of Justice, City of

Sault Ste Marie MP Terry Sheehan, MP Laurel Collins, the Association of Municipalities of Ontario, Federation of Northern Ontario Municipalities, Federation of Canadian Municipalities, and all Ontario municipalities.

9.2.1 Hyperlinks

- * *https://women-gender-equality.canada.ca/en/gender-based-violence/intimate-partner-violence.html*
- ** *https://www.parl.ca/documentviewer/en/44-1/bill/C-332/second-reading*
- *https://www150.statcan.gc.ca/n1/pub/85-002-x/2023001/article/00003-eng.htm*

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 C. Gardi

Seconder Councillor L. Dufour
Resolved that all By-laws under item 12 of the Agenda under date April 8, 2024 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 2024-36 (Agreement Extension) Superior Osteo Postural Clinic Inc. Lease John Rhodes 260-280 Elizabeth Street

338 - 356

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-36 being a by-law to authorize the execution of the Third Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2025 with the option to extend be passed in open Council this 8th day of April, 2024.

12.1.2 By-law 2024-37 (Property) Surplus Abutting 17 Ferguson Avenue

357 - 358

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2024-37 being a by-law to declare the City owned property legally described as PIN 31523-0371 (LT) LT 21 RCP H689 ST. MARY'S; SAULT STE. MARIE, being City property abutting civic 17 Ferguson Avenue, as surplus to the City's needs and to authorize the disposition of the said property, be passed in open Council this 8th day of April, 2024.

12.1.3 By-law 2024-38 (Agreement) ICIP Amending Agreement Transit 359 - 401

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-38 being a by-law to authorize the execution of an Amending Agreement No. 1 to the Transfer Payment Agreement with His Majesty the King in right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP) Public Transit Stream be passed in open Council this 8th day of April, 2024.

12.1.4 By-law 2024-40 (Zoning) 105 Allard Street (Allard SSM Inc. c/o Mathew Moxness) 402 - 404

Council report was passed by Council resolution on March 18, 2024.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-40 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 105 Allard Street (Allard SSM Inc. c/o Mathew Moxness) be passed in open Council this 8th day of April, 2024.

12.1.5 By-law 2024-41 (Easement Option Agreement) PUC (Transmission) LP (Yates Avenue) 405 - 423

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-41 being a by-law to authorize the execution of the Easement Option Agreement between the City and PUC (Transmission) LP for the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces be passed in open Council this 8th day of April, 2024.

12.1.6 By-law 2024-42 (Easement Option Agreement) PUC (Transmission) LP (Second Line) 424 - 442

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-42 being a by-law to authorize the execution of the Easement Option Agreement between the City and PUC (Transmission) LP for the operational requirements for the new transmission line at 1001 Second Line (PIN 31608-0056) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces be passed in open Council this 8th day of April, 2024.

12.1.7 By-law 2024-43 (Agreement) SSMRCA Program Services 443 - 457

A report from the Director of Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-43 being a by-law to authorize the execution of the Agreement between the Sault Ste. Marie Region Conservation Authority, the City and The Corporation of the Township of Prince for the MOU Agreement for Program Services be passed by Council this 8th day of April, 2024.

12.1.8 By-law 2024-44 (Agreement) SSMRCA Source Protection Plan 458 - 463

A report from the Director of Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-44 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the Source Protection Plan Education and Outreach be passed in open Council this 8th day of April, 2024.

12.1.9 By-law 2024-45 (Agreement) SSMRCA Risk Management Inspector 464 - 472

A report from the Director of Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-45 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the Sault Ste. Marie Region Source Protection Plan enforcement in relation to the Risk Management Inspector role as an employee of Sault Ste. Marie Region Conservation Authority (SSMRCA) be passed in open Council this 8th day of April, 2024.

12.1.10 By-law 2024-46 (Agreement) SSMRCA Municipal Seasonal Grass Cutting 473 - 478

A report from the Director of Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-46 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for seasonal grass cutting activities be passed in open Council this 8th day of April, 2024.

12.1.11 **By-law 2024-47 (Amendment No. 249 to the Official Plan) Residential Development Regulations** 479 - 481

Council report was passed by Council resolution on March 18, 2024.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-47 being a by-law to adopt Amendment No. 249 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 8th day of April, 2024.

12.1.12 **By-law 2024-48 (Zoning By-law 2005-150) Amendment Residential Development Regulations** 482 - 488

Council Report was passed by Council resolution on March 18, 2024.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-48 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning Gentle Density: Proposed Amendments to the Zoning By-law regarding Residential Development Regulations be passed in open Council this 8th day of April, 2024.

12.1.13 **By-Law 2024-49 (Taxes) Adopt Optional Tools for Property Tax Capping** 489 - 491

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-49 being a by-law to adopt optional tools for the purposes of administering limits for the Commercial and Industrial Property Classes be passed in open Council this 8th day of April, 2024.

12.1.14 **By-law 2024-50 (Taxes) 2024 Final Tax Billing** 492 - 493

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-50 being a by-law to provide for 2024 final tax

billing be passed in open Council this 8th day of April, 2024.

12.1.15 **By-law 2024-51 (Taxes) Adoption of Tax Ratios 2024** 494 - 495

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-51 being a by-law to provide for the adoption of tax ratios be passed in open Council this 8th day of April, 2024.

12.1.16 **By-law 2024-52 (Taxes) Adoption of Property Tax Rates 2024** 496 - 497

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-52 being a by-law to provide for the adoption of property tax rates for 2024 be passed in open Council this 8th day of April, 2024.

12.1.17 **By-law 2024-53 (Delegated Authority) Facility Use Agreement Amendment** 498 - 507

A report from the Solicitor is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-53 being a by-law to amend by-law 2020-139 as it pertains to a facility use agreement be passed in open Council this 8th day of April, 2024.

12.1.18 **By-law 2024-54 (Lease Agreement) Millworks Soo Centre Limited 123 March Street (Suite 202)** 508 - 519

A report from the Director of Economic Development is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-54 being a by-law to authorize the execution of the Lease Agreement between the City and Soo Centre Limited for the lease of 123 March Street, Suite 202 be passed in open Council this 8th day of April, 2024.

12.1.19 **By-law 2024-55 (Delegated Authority and Agreement) Festival of Beer Licence to Occupy** 520 - 539

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-55 being a by-law to approve to enter into a Licence to Occupy City Property agreement for the Sault Ste. Marie Festival of Beer taking place on May 4, 2024 on City Property and to further delegate amending and signing authority on behalf of the City of Sault Ste. Marie be passed in open Council this 8th day of April, 2024.

12.1.20 **By-law 2024-56 (Engineering) Contract 2024-1E Avery Construction Limited Stanley Street Reconstruction** 540 - 544

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-56 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Stanley Street between Pine Street and Elizabeth Street (Contract 2024-1E) be passed in open Council this 8th day of April, 2024.

12.1.21 **By-law 2024-57 (Temporary Street Closing) Stanley Street Reconstruction** 545 - 545

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-Law 2024-57 being a by-law to permit the temporary closing of Stanley Street between Pine Street and Elizabeth Street including intersections from May 1, 2024 to November 30, 2024 to facilitate the Stanley Street Reconstruction be passed in open Council this 8th day of April, 2024.

12.1.22 **By-law 2024-58 (Engineering) Contract 2024-3E Trimount Construction Group Inc. Spruce Street Reconstruction** 546 - 550

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-58 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Spruce Street between Railroad Avenue and Wilcox Avenue (Contract 2024-3E) be passed in open Council this 8th day of April, 2024.

12.1.23 **By-law 2024-59 (Temporary Street Closing) Spruce Street Reconstruction (Contract 2024-3E)** 551 - 551

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-59 being a by-law to permit the temporary closing of Spruce Street between Railroad Avenue and Wilcox Avenue from May 1, 2024 to November 30, 2024 to facilitate the Spruce Street reconstruction be passed in open Council this 8th day of April, 2024.

12.1.24 **By-law 2024-60 (Delegated Authority) Appointment of Municipal Law Enforcement Officers (Parking) and Amending By-laws 90-305, 93-165 & 2022-58** 552 - 553

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour
Resolved that By-law 2024-60 being a by-law to delegate authority to appoint Municipal Law Enforcement Officers to enforce parking regulations on public property and private parking lots be passed in open Council this 8th day of April, 2024.

12.1.25 **By-law 2024-61 (Agreement) Sault Ste. Marie Innovation Centre – Harvest Algoma** 554 - 568

Council report was passed by Council resolution on September 18, 2023.

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

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

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

14. **Closed Session**

Mover Councillor M. Scott

Seconder Councillor L. Dufour
Resolved that this Council move into closed session to discuss:

- one item concerning a proposed property acquisition and a position, plan, procedure, criteria or instruction to be applied to negotiations; and
- one item concerning solicitor-client privilege

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending

acquisition or disposition of land by the municipality, 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and 239 2 (h) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

15. Adjournment

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, March 18, 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
Absent:	Councillor M. Scott
Officials:	T. Vair, M. Zuppa, L. Girardi, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, C. Rumiel, P. Tonazzo, B. Lamming, T. Anderson, N. Ottolino, F. Coccimiglio, T. Vecchio

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1. Land Acknowledgement

2. Adoption of Minutes

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

Resolved that the Minutes of Special Meeting of City Council dated February 20, 2024 and Regular Council Meeting of February 20, 2024 be approved.

Carried

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

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

Resolved that the Agenda and Addendum #1 for March 18, 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 R. Zagordo
Seconded by: Councillor S. Hollingsworth

Resolved that all the items listed under date March 18, 2024 – Agenda item 7 – Consent Agenda save and except agenda items 7.5 and 7.16 be approved as recommended.

Carried

7.1 Algoma Public Health Potential Merger

Correspondence from Algoma Public Health was received by Council.

7.2 Intimate Partner Violence

Correspondence from the Honourable Arif Virani, Minister of Justice and Attorney General of Canada to Mayor Shoemaker was received by Council.

7.3 2023 Housing Targets and Performance

Correspondence from Honourable Paul Calandra, Minister of Municipal Affairs and Housing was received by Council.

7.4 Annual Report of Integrity Commissioner 2023

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

Resolved that the Annual Report of the Integrity Commissioner for the period January 1, 2023 to December 31, 2023 be received as information.

Carried

7.6 NOSM U Business Case for Sault Ste. Marie Regional Campus

The report of the CAO was received by Council.

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

Resolved that the report of the Chief Administrative Officer dated March 18, 2024 be received and that a contribution from the Community Development Fund of $75,000 to support the development of a business case and funding proposal for a regional campus of the Northern Ontario School of Medicine University in Sault Ste. Marie be approved.

Carried

7.6.1 Additional Correspondence

Correspondence from the President, Vice-Chancellor, Dean and CEO of NOSM University was received by Council.

Correspondence from Northern Chiropractic and Physiotherapy was received by Council.

7.7 2023 Investment Report

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated March 18, 2024 regarding 2023 Investment Report be received as information.

Carried

7.8 2023 Council Remuneration and Expenses

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated March 18, 2024 regarding 2023 Council remuneration and expenses and employee travel expenses be received as information.

Carried

7.9 Removal and Disposal of Collected Household Hazardous Waste – Landfill Division

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 March 18, 2024 concerning the provision of removal and disposal of collected household hazardous waste as required by Landfill Division of Public Works be received and that the services from GFL Environmental Services Inc will commence April 1, 2024 and continue for a period of one year, allowing extension for up to four additional one-year periods by mutual agreement be approved.

Carried

7.10 Electric Ice Resurfacer – John Rhodes Arena

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 March 18, 2024 concerning supply and delivery of one electric ice resurfacer (Zamboni) as required by Arenas Division – CDES be received and that the purchase from Zamboni Canada Ltd. at the quoted amount of $162,902 plus HST be approved.

Carried

7.11 Housekeeping – Procurement Policies and Procedures

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

The relevant By-law 2024-32 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Microsoft Enterprise Licensing Agreement

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

The relevant By-law 2024-30 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.13 Property Tax Appeals

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

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

Resolved that the report of the Manager of Taxation dated March 18, 2024 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act*.

Carried

7.14 Extension of Metrolinx Joint Transit Procurement

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

The relevant By-law 2024-18 Is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15 Tourism Expenditures 2024

The report of the Director of Tourism and Community Development was received by Council.

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

Resolved that the report of the Director of Tourism and Community Development dated March 18, 2024 be received and that Council approve the use of the $497,796 (City share of Tourism funds) towards the following initiatives.

- $11,150 to support the hiring of a Tourism Event Coordinator for 9 months in 2024 and ongoing approval for the term of the agreement with TSSM;
- $250,000 to support the construction of a recreational bridge crossing that will allow for the connection of Hiawatha Highlands to the Hub Trail on Third Line;
- $236,646 for future investment in Downtown/Waterfront Improvements/Activation.

The relevant By-law 2024-31 regarding the Events Coordinator position is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Carried

7.17 2024 Arts and Culture Assistance Grants – Early Intake

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

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

Resolved that the report of the Manager of Recreation and Culture dated March 18, 2024 concerning the 2024 Arts and Culture Assistance Program Grants – Early Intake allocation of funds be approved as follows:

1. Fringe North International Theatre Festival – Fringe North Festival 2024 – $17,422.91
2. Living History Algoma – Oral History of Sault Ste. Marie – $4,322.05
3. Sault Symphony Orchestra – Sault Symphony Event Season – $6,743.57
4. Algoma Conservatory of Music – Operating – $15,779.51
5. Adam Proulx – How to Hug A Porcupine – $2,549.15
6. Cindy Hatt – Spirit Horse – $2,411.20

7. Doug Bradford – Legion Project – $2,429.19
8. Skye Smith – The Book of Calla – $2,519.16
9. Walking Man Collective – Slantboards – $2,405.07
10. Confluence – Confluence Project – $6,859.77
11. Matt Warnock Create to Connect Jazz Retreat – $2,715.09
12. Friends of Ermatinger Clergue National Historic Site – $7,684.79
13. Ontario Culture Days – Heartbeat: Creative in Residence – $4,458.31

Carried

7.18 Financial Assistance for National Sports Competition for Brie Reid

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 March 18, 2024 concerning Financial Assistance for National Sports Competition for Brie Reid be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of $200 to attend the 2024 Speedo Western Canadian Championships being held in Winnipeg, Manitoba from March 21 – 24, 2024 be approved.

Carried

7.19 Agreement with Electrical Safety Authority, Continuous Safety Services Program

The report of the Manager of Traffic and Communications was received by Council.

The relevant By-law 2024-28 is listed under item 12 of the Agenda and will be read with all other by-laws under that item.

7.20 Municipal Law Enforcement Officers

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

The relevant By-law 2024-34 is listed under Agenda item 12 and will be read will all by-laws under that item.

7.21 Municipal By-law Enforcement Officers

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

The relevant By-law 2024-35 is listed under Agenda item 12 and will be read will all by-laws under that item.

7.22 Intact Public Entities – Insurance Claim Handling Agreement

The report of the Risk Manager was received by Council.

The relevant By-law 2024-33 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.23 Site Specific Planning Act Notices

The report of the Planning Administrative Clerk and Corporate Communications Officer was received by Council.

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

Resolved that the report of the Administrative Clerk and Corporate Communications Officer dated March 18, 2024, concerning site-specific Planning notices be received and that:

1. Planning's public notice procedure be amended to satisfy the statutory notice requirements set out in the *Planning Act* by mailing notices to every landowner within 120m of the subject property **and** installing site signage **instead of** advertising in a newspaper. Notices will continue to be published on the City website; and
2. Staff be directed to submit a request during the 2025 budget process for an additional $22,100 to facilitate the placement of site-specific *Planning Act* applications in online media.

Carried

7.5 Use of Consultants for City Operations

The report of the CAO was received by Council.

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

Resolved that the report of the Chief Administrative Officer dated March 18, 2024 concerning the use of consultants for City operations 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	**8**	**1**	**0**	**2**

Carried

7.16 Downtown Business District Revitalization Project (Queen Street Reconstruction) NOHFC Application

The report of the Director of Tourism and Community Development was received by Council.

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

Resolved that the report of the Director of Tourism and Community Development dated March 18, 2024 be received and that Council approve an application to Northern Ontario Heritage Fund Corporation for the Downtown Business District Revitalization Project (Queen Street Reconstruction) and confirms the City contribution of $6 million from the 2024 capital roads budget;

Further that the Corporation of the City of Sault Ste. Marie commits to cover any project cost overruns if any are incurred.

	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**	**1**	**0**	**2**

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-13-23-Z.OP – 1050 Great Northern Road – Amendment Report

The report of the Junior Planner was received by Council.

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

Resolved that the report of the Junior Planner, dated March 18, 2024 concerning application A-13-23-Z.OP be received as information.

The relevant By-laws 2024-26 and 2024-27 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

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

Carried

8.7.2 A-3-24-Z 105 Allard Street (Allard SSM Inc.)

The report of the Junior Planner was received by Council.

Mathew Moxness, the applicant, was in attendance.

Elisa Turyk, 135 Parkland; and Frank Palahnuk, 110 Marwayne were in attendance and spoke in opposition to the application.

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

Resolved that the report of the Junior Planner dated March 18, 2024 concerning rezoning application A-9-23-Z be received and that Council approve the application as follows:

Rezone the subject property from Medium Density Residential (R4.S373) Zone with special exception 373 to Medium Density Residential (R4.S373) Zone with an amended special exception 373, to repeal existing provisions and replace with the following new provisions:

1. Permit parking in the required front yard;
2. Permit parking in the required exterior side yard;
3. Reduce the westerly Interior side yard setback from 7.5 metres to 7.0 metres;
4. Reduce the southerly rear yard setback from 10 metres to 7.5 metres;
5. Reduce the number of required parking spaces from 59 to 37 spaces (1.25 to .79 ratio) for the proposed 47-unit apartment building; and
6. Waive the requirement that a loading zone be 100% visually screened.

And that the Legal Department be requested to prepare the necessary by-law(s) 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	**8**	**1**	**0**	**2**

Carried

8.7.3 Gentle Density: Proposed Amendments to the Official Plan and Zoning By-law Regarding Residential Development Regulations

The report of the Planner was received by Council.

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

Resolved that the report of the Planner dated March 18, 2024 concerning Gentle Density be received and that Council approve this application in the following manner:

Amend the Official Plan as outlined in OPA 249.

Amend Zoning By-law 2005-150 as outlined in Schedule A – Proposed Zoning Amendments.

And that the Legal Department be requested to prepare the necessary by-law(s) 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	**9**	**0**	**0**	**2**

Carried

8.8 Boards and Committees

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

9.1 Advertising Opportunities to Reduce Future Tax Increases

Moved by: Councillor S. Spina
Seconded by: Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie maintains benches, garbage cans, signs other permanent structures and clear areas on the hub trail and throughout the City; and

Whereas these structures and areas are available to be used for advertising opportunities that can generate revenue for the City of Sault Ste. Marie; and

Whereas the revenue generated can be used to maintain the areas on the hub trail and other walkways or build new infrastructure; and

Whereas such revenues can be used to reduce or eliminate future tax increases; and

Whereas the City must look at every opportunity to generate new revenues that can offset future municipal tax increases

Now Therefore Be It Resolved that staff be requested to investigate the ability for these structure, objects and areas to be used as advertising revenue generating tools and that staff report on any restrictions to the implementation of this policy, such as restricting the creation of any structure that may obstruct views and restricting any advertisements on the waterfront, and that the revenue generated from such advertising be used for hub trail maintenance, the

maintenance of other walkways and the development of new such trails or walkways in order to reduce any future municipal tax increases.

	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

9.2 Boulevard Gardens

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

Whereas the City of Sault Ste. Marie deems it necessary to regulate the maintenance and use of the boulevard portion of highways under its jurisdiction; and

Whereas the City of Sault Ste. Marie is committed to promoting environmental sustainability as outlined in its Strategic Plan and Greenhouse Gas (GHG) Reduction Plan; and

Whereas boulevard gardens can help beautify streetscape and well-chosen, non-invasive plants that are designed to retain moisture can reduce water usage and the need to use mowers and fertilizers, improving the health of our ecosystem; and

Whereas a key responsibility of the City’s Environmental Sustainability Committee is to assist in formulating and recommending environmental and sustainability policies; and

Whereas various horticultural and environmental groups have expressed an interest in boulevard gardens; and

Whereas boulevard gardens can help beautify the streetscapes, and attract pollinators to the area, improving urban ecosystems; and

Whereas communities such as Barrie, Guelph, Caledon and others have developed boulevard garden guidelines and policies; and

Whereas there is a desire to support boulevard gardens;

Now Therefore Be It Resolved that Council request appropriate departments to work with the Environmental Sustainability Committee in developing a revised by-law to support boulevard gardens in the community.

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

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

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

Resolved that all By-laws under item 12 of the Agenda under date March 18, 2024 save and except By-laws 2024-22 and 2024-23 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 2024-18 (Agreement) Metrolinx Extension

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

Resolved that By-Law 2024-18 being a by-law to authorize the extension of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 be passed in open Council this 18th day of March, 2024.

Carried

12.1.4 By-law 2024-24 (Zoning) 68 Dacey Road (15144311 Canada Corporation – David Peck and Tracy Buffone)

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

Resolved that By-Law 2024-24 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 68 Dacey Road (15144311 Canada Corporation - David Peck and Tracy Buffone) be passed in open Council this 18th day of March, 2024.

Carried

12.1.5 By-law 2024-25 (Development Control) 68 Dacey Road (15144311 Canada Corporation – David Peck and Tracy Buffone)

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

Resolved that By-Law 2024-25 being a by-law to designate the lands located at 68 Dacey Road an area of site plan control (15144311 Canada Corporation – David Peck and Tracy Buffone) be passed in open Council this 18th day of March, 2024.

Carried

12.1.6 By-law 2024-26 (Official Plan Amendment) 1050 Great Northern Road (Robert, Dennis and Nello Iannelli)

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

Resolved that By-Law 2024-26 being a by-law to adopt Amendment No. 250 to the Official Plan for the City of Sault Ste. Marie (1050 Great Northern Road – Robert, Dennis and Nello Iannelli) be passed in open Council this 18th day of March, 2024.

Carried

12.1.7 By-law 2024-27 (Zoning) 1050 Great Northern Road (Robert, Dennis and Nello Iannelli)

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

Resolved that By-Law 2024-27 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1050 Great Northern Road (Robert, Dennis and Nello Iannelli) be passed in open Council this 18th day of March, 2024.

Carried

12.1.8 By-Law 2024-28 (Agreement) Electrical Safety Authority Continuous Safety Services Program

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

Resolved that By-Law 2024-28 being a by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2024 to March 31, 2027 be passed in open Council this 18th day of March, 2024.

Carried

12.1.9 By-law 2024-29 (Traffic) Amend Schedules "A", "F", "H" and "X" to By-law 77-200

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

Resolved that By-law 2024-29 being a by-law to amend Schedules “A”, “F”, “H”, and “X” to Traffic By-law 77-200 be passed in open Council this 18th day of March, 2024.

Carried

12.1.10 By-law 2024-30 (Agreement) Microsoft Enterprise Licensing

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

Resolved that By-Law 2024-30 being a by-law to authorize the execution of the Agreement between the City and Microsoft Canada, Inc. for the supply and delivery of Microsoft Enterprise

Software Licensing required by the City's Information System be passed in open Council this 18th day of March, 2024.

Carried

12.1.11 By-Law 2024-31 (Agreement) Tourism Events Coordinator Grant

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

Resolved that By-law 2024-31 being a by-law to authorize the execution of the Grant Agreement between the City and Tourism Sault Ste. Marie for the hiring of a Tourism Event Coordinator be passed in open Council this 18th day of March, 2024.

Carried

12.1.12 By-law 2024-32 (Procurement Policies and Procedures) Amend By-law 2021-197

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

Resolved that By-law 2024-32 being a by-law to amend the Procurement Policies and Procedures By-law 2021-197 be passed in open Council this 18th day of March, 2024.

Carried

12.1.13 By-law 2024-33 (Agreement) Intact Public Entities Inc. Claims Handling

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

Resolved that By-law 2024-33 being a by-law to authorize the execution of the Agreement between The Corporation of the City of Sault Ste. Marie and The City of Sault Ste. Marie Police Services Board and Intact Public Entities Inc. for the Claim Handling Agreement be passed in open Council this 18th day of March, 2024.

Carried

12.1.14 By-law 2024-34 (Parking) Municipal By-law Enforcement Officers (90-305)

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

Resolved that By-law 2024-34 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305 be passed in open Council this 18th day of March, 2024.

Carried

12.1.15 By-law 2024-35 (Parking) By-law Enforcement Officers (93-165)

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

Resolved that By-law 2024-35 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 18th day of March, 2024.

Carried

12.1.16 By-law 2024-39 (Street Assumption) Rossmore Road

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

Resolved that By-Law 2024-28 being a by-law to assume for public use and establish as a public street that portion of Rossmore Road described as PART OF PIN 31595-0119 (LT) PT ROSSMORE ROAD PL H-535 KORAH BEING PART 1 ON PLAN 1R-11704; SAULT STE. MARIE, be passed in open Council this 18th day of March, 2024.

Carried

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

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

12.3.1 By-law 2023-207 (Local Improvement) Spruce Street

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

Resolved that by-law 2023-207 being a by-law to authorize the construction of Class “A” pavement on Spruce Street from Railroad Avenue to Wilcox Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a third time and be passed in open Council this 18th day of March, 2024.

Carried

12.3.2 By-law 2023-208 (Local Improvement) Lake Street

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

Resolved that By-law 2023-208 being a by-law to authorize the construction of Class “A” pavement on Lake Street from Queen Street East to Civic 24 Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a third time and be passed in open Council this 18th day of March, 2024.

Carried

12. Consideration and Passing of By-laws

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

12.1.2 By-law 2024-22 (Zoning) 537 Black Road (Odena Ltd. – Albert Giommi)

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

Resolved that Council suspend the rules of procedure to allow Dan Dulude to delegate.

	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

Dan Dulude, 553 Black Road was in attendance and spoke in opposition of the application.

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

Resolved that By-law 2024-22 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 537 Black Road (Odena Ltd. – Albert Giommi) be passed in open Council this 18th day of March, 2024.

Carried

12.1.3 By-law 2024-23 (Development Control) 537 Black Road (Odena Ltd. – Albert Giommi)

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

Resolved that By-law 2024-23 being a by-law to designate the lands located at 537 Black Road an area of site plan control (Odena Ltd. – Albert Giommi) be passed in open Council this 18th day of March, 2024.

Carried

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

14. Closed Session

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

Resolved that this Council move into closed session to discuss:

- one item concerning security of property of the municipality;
- one item concerning two identifiable individuals;
- two items concerning the proposed acquisition of land;
- two items concerning the proposed disposition of land;
- two items subject to solicitor-client privilege

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

Municipal Act R.S.O. 2002 – section 239 2 (a) the security of property of the municipality; (b) personal matters about identifiable individuals, including municipal or local board employees; (c) a proposed or pending acquisition or disposition of land by the municipality; (f) advice that is subject to solicitor-client privilege

Carried

15. Adjournment

Moved by: Councillor R. Zagordo
Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk



Shared Services Review Feasibility Study

City of Sault Ste. Marie – Police Services Board

Council Presentation April 8, 2024

Police Service Board April 25, 2024

Disclaimer

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Project Overview

Project Objective

The City of Sault Ste. Marie (the City) and the Sault Ste. Marie Police Services Board (PSB) sought opportunities to share services in order to minimize pressures on taxes while maintaining or improving service levels.

The City and PSB engaged KPMG to *identify shared service opportunities to deliver finance, human resource, procurement, and dispatch services* to the Sault Ste. Marie Police Service (Police Service) more efficiently or at an improved service level than the City, Police Service and, in the case of dispatch services, the Central Ambulance Communications Centre (CACC) current delivery independently.

Subsequent to the beginning of the project, the City and Police Service determined that CACC would not be a suitable partner to support police dispatch, however, there may be opportunities for the Police Service and the City's Fire Services to share a dispatch function.

Project Approach

The project commenced on August 14th, 2023 and will be completed when the Final Report is submitted to the Project Team in March 2024

The project was informed by documentation provided by the City and Police Service, analysis of workload and effort allocation, interviews and working sessions.

Recommendations were reviewed and validated by the Police Service and City Administration.

KPMG

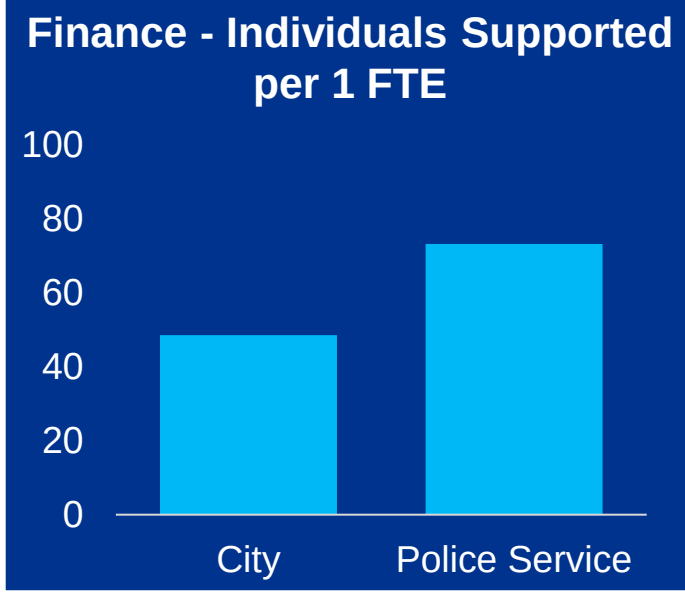
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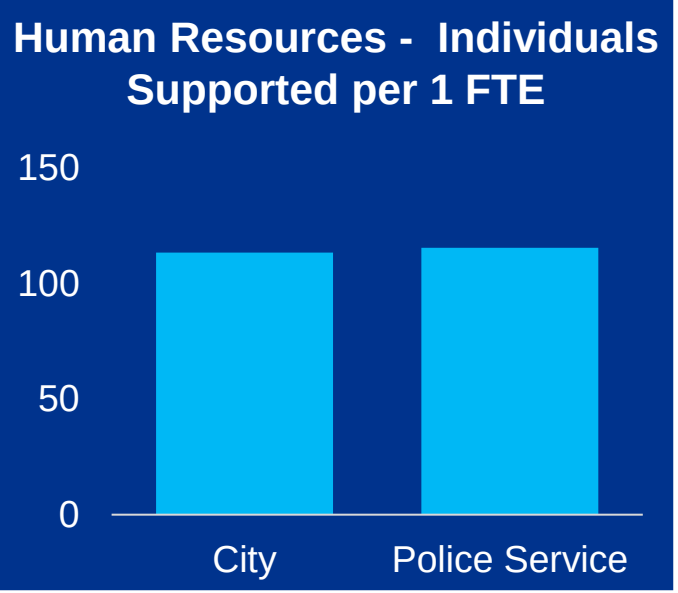
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Key Observations

Similar Support Ratios

The City and Police Service Human Resources departments are proportionate to the size of the organizations they support and that the Police Service Finance department supports proportionately more FTEs than the City.





Current Collaboration

The City and Police Service Human Resources teams already collaborate on a number of items including:

Human Resources

- WSIB cost processing;
- Mail processing;
- Complex disability claims;

Finance:

- Budget discussions;
- Payment of invoices;

Sources – (1) City/ Police Service provided data

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Key Observations

Generalization vs. Specialization

The Police Service Human Resources and Finance teams are smaller than the City's teams. This has resulted in the Police Service staff taking on more generalized roles, while the City's staff have more specialized roles focused on specific tasks.

Automation Opportunities

Through discussions regarding the organizations responsibilities and processes, KPMG noted that both organizations have opportunities to further automate their processes (e.g., employee self-serve functionalities, Police Service manual procurement process, etc.). However, the Police Service noted that plans to enhance its automation have been delayed due to a cyber attack in 2021.

Sources – (1) City/ Police Service provided data

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Summary of Core Recommendations

	Finance and Procurement	Primary Benefit of Recommendation
1.1	Formalize communications between the Police Service's and the City's Finance teams.	Improve the coordination of the departments, identify additional processing efficiencies, and increase transparency.
1.2	Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.	Increase effort on more strategic, higher-value activities
1.3	Formalize service expectations and collaboration through service level agreements and a memorandum of understanding between the City and Police Service.	Enhanced clarity, collaboration and transparency between the departments with a clear description of roles and expectations.
1.4	Provide procurement support from the City to the Police Service by providing resources and procurement advice on high-value purchases.	Reduce risk on high-value purchases; increase procurement effectiveness.

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Summary of Core Recommendations

Human Resources		Primary Benefit of Recommendation
2.1	Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.	Improve the coordination of the departments, identify additional processing efficiencies, and increase transparency.
2.2	Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.	Increase effort on more strategic, higher-value activities
2.3	Formalize service level agreements between the City and Police Service Human Resources teams.	Enhanced clarity, collaboration and transparency between the departments with a clear description of roles and expectations.
Dispatch		**Primary Benefit of Recommendation**
3.1	Transition the Fire Department's dispatch function to the Police Service.	Enhance coordination, increase efficiency, and offset costs associated with migration to Next Gen 911.

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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Luke Dufour – Ward 2 City Councillor and AMO Large Urban Caucus Director
RE:	AMO Advocacy

Purpose

The purpose of this report is to update Council on the advocacy of the AMO Board to the Provincial and Federal governments.

Background

The Association of Municipalities of Ontario (AMO) represents the interests of Ontario's 444 municipalities, and exists to coordinate and advance municipal advocacy, share information, and otherwise support strong and effective municipal government across Ontario. AMO's Board of Directors meets five times per year. AMO's Executive Committee meets monthly, and also holds regular meetings directly with Provincial cabinet ministers through the AMO-Provincial Memorandum of Understanding table.

Analysis

On March 21 and 22, the AMO Board met to discuss and approve advocacy strategies on several key municipal issues.

Canada Communities Building Fund – The CCBF is a Federal infrastructure fund that is distributed to municipalities in Ontario via AMO. AMO has been a part of discussions with the Federal government that have resulted in the execution of a new 10 year funding agreement. This new agreement provides for the issuance of a Statement of Priorities by the Federal Government that is intended to help guide the uses of CCBF monies within municipalities. Currently there is a new and significant focus on housing enabling infrastructure. Housing Needs Assessments will become a new requirement for municipalities with a population above 30,000 to receive their CCBF allocations. SSM has already completed an HNA in conjunction with the work of our Affordable Housing Task Force and the Housing Accelerator Fund application.

Opioid Class Action Lawsuit – AMO is submitting an affidavit on behalf of Ontario's municipalities in support of a proposed class action lawsuit against the maker's and providers of opioids that have been subject to overprescription and abuse in Ontario. Should this class action lawsuit be approved, individual municipalities,

such as SSM will be required to submit more detailed information on the costs that they have incurred due to the opioid crisis. AMO is beginning research into how those costs can be enumerated and which areas of municipal jurisdiction have been affected.

Municipal Encampment Policy – The AMO Board has continues to have detailed discussions around the role of municipalities in responding to homeless encampments in Ontario. Recently, the Federal Housing Advocate has released a report on how it believes encampments should be responded to. In addition, there has been a National Working Group on Encampments. The municipal implications between the two reports are distinctly different, with one body seeing no place for evictions and the other understanding the need for resident safety. There is an acute need for municipalities and AMO to clearly outline what municipalities in Ontario are responsible for and to help continue the push for adequate resourcing from the Federal and Provincial governments.

New Deal for Municipal Finance – AMO continues to lobby the Province of Ontario for the opportunity to re-examine to fiscal relationship between property taxes and the services that municipalities are currently paying for. The City of Ottawa has recently joined the City of Toronto in getting their new deal and there is an expectation that continued advocacy will result in the rest of Ontario's municipalities having their fiscal relationship reviewed and revised as well.

Financial Implications
This report is for information purposes only and there is no immediate financial impact to the City of Sault Ste Marie.

Strategic Plan / Policy Impact / Climate Impact
The CCBF and new fiscal deal for municipalities is aimed at giving cities the tools they need to mitigate the impacts of climate change. The advocacy of AMO affects all 4 main pillars of our Strategic Plan: Infrastructure, Service Delivery, Community Development and Quality of Life

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of Councillor L. Dufour dated April 8, 2024 concerning AMO Advocacy by received as information.

Respectfully submitted,

Luke Dufour
City of SSM Ward 2 Councilor
AMO Large Urban Caucus
Director
705.941.0414
l.dufour@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	KPMG Shared Services Review Report

Purpose

The purpose of this report is to provide to Council the final report and recommendations from the KPMG Shared Services Review Feasibility Study between the City of Sault Ste. Marie and the Sault Ste. Marie Police Services Board.

Background

The City and the Sault Ste. Marie Police Services Board (PSB) sought opportunities to share services in order to minimize pressures on taxes while maintaining or improving service levels.

The City and PSB engaged KPMG to identify shared service opportunities to deliver finance, human resource, procurement, and dispatch services to the Sault Ste. Marie Police Service (Police Service) more efficiently or at an improved service level than the City Police Service.

The scope of the review included:

- Preparation of an inventory of services in the identified areas currently being provided by the City and Police Service;
- An analysis of services, internal processes, service and equipment levels and associated costs;
- Identification of potential changes and service delivery methods that maintain current service levels, with a focus on whether an existing function can be provided more cost effectively or more efficiently through shared services;
- Assessment of how shared services would impact each organization, including human resource implications regarding differences in wages, benefits, work schedules, and policies;
- Identification of critical differences in existing policies, procedures, operating practices, and recommendations to resolve the differences; and,

- Recommendation of a preferred model for dispatch services, including the merged and/or shared services with the City, PSB, and the local Central Ambulance Communications Centre (CACC).

Subsequent to the beginning of the project, the City and Police Service determined that CACC would not be a suitable partner to support police dispatch, however, there may be opportunities for the Police Service and the City's Fire Services to share a dispatch function.

A copy of the report is attached to this report (Attachment A – SSM Shared Services Review Final Report).

Analysis

The report includes eight core recommendations and five additional opportunities to be explored.

Core Recommendations

Finance Departments (Finance and Procurement Functions)

1.1 Formalize communications between the Police Service's and the City's Finance teams.

1.2 Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.

1.3 Formalize service expectations and collaboration through a service level agreement and a memorandum of understanding between the City and Police Services.

1.4 Provide procurement support from the City to the Police Services by providing resources and procurement advice on high value purchases.

Human Resources Departments

2.1 Formalize communications between the Police Services' Human Resources team and the City's Human Resources team.

2.2 Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.

2.3 Formalize service level agreements between the City and Police Services Human Resources teams.

Dispatch Units

3.1 Transition the Fire Department's dispatch function to the Police Services.

Additional Opportunities

Finance Departments (Finance and Procurement Functions)

4.1 Consider exploring the automation of the Police Services bidding process using the City's digital procurement software.

4.2 Consider providing the Police Service's Senior Management Team and Board with additional finance training to ensure they have sufficient financial knowledge.

Human Resources Departments
5.1 Consider implementing self-service functionalities to allow staff members to independently update their personal information updates (e.g., Benefits Management, etc.).
5.2 The City should consider adopting and the Police Service should consider further utilizing Human Resource Information System functionalities to streamline Human Resources processes.

Dispatch Units
6.1 After the consolidation of Police and Fire dispatch services, the Police Service should consider providing dispatch services to smaller municipalities to receive additional funding for a limited increase in workload as well as increase the effectiveness of the smaller municipalities' dispatch services.

Staff have reviewed and agree with the recommendations made by KPMG to improve communications and operational efficiencies with Police Services between our respective Finance and Human Resources departments.

Staff are also actively investigating the potential to have shared dispatch services between Police and Fire services and will report back to Council on this recommendation in the future.

Financial Implications
This report is provided for information purposes. Many of the recommendations suggest ways to optimize communications and mutual understanding between City and Police Services staff which will benefit operations but will not have financial implications.

The recommendation with a significant financial implication is the opportunity to consolidate Police and Fire dispatch services. As mentioned above, City staff are investigating the potential to move forward with his recommendation and will provide an update and further financial information at a future date.

Strategic Plan / Policy Impact / Climate Impact
This item is contemplated in the Values of Fiscal Responsibility and Innovation and Productivity identified in the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated April 8, 2024 concerning KPMG Shared Services Review Feasibility Study between the City and the Sault Ste. Marie Police Services Board be received as information.

Respectfully submitted,

Tom Vair
Chief Administrative Officer
705.759.5364
cao.vair@cityssm.on.ca



Shared Services Review Feasibility Study

City of Sault Ste. Marie – Police Services Board

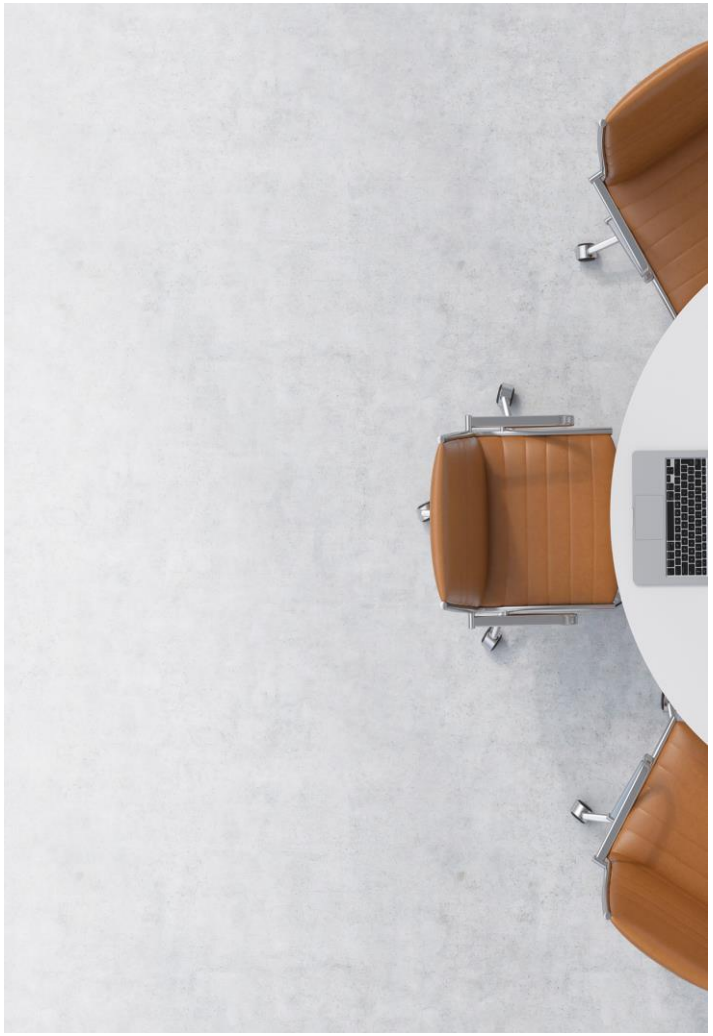
Final Report

January 29th, 2024

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02

Project Overview

Project Overview

Project Objective

The City of Sault Ste. Marie (the City) and the Sault Ste. Marie Police Services Board (PSB) sought opportunities to share services in order to minimize pressures on taxes while maintaining or improving service levels.

The City and PSB engaged KPMG to *identify shared service opportunities to deliver finance, human resource, procurement, and dispatch services* to the Sault Ste. Marie Police Service (Police Service) more efficiently or at an improved service level than the City, Police Service and, in the case of dispatch services, the Central Ambulance Communications Centre (CACC) current delivery independently.

Project Scope

The original scope of the Review included:

- Preparation of an inventory of services in the identified areas currently being provided by the City and Police Service;
- An analysis of services, internal processes, service and equipment levels and associated costs;
- Identification of potential changes and service delivery methods that maintain current service levels, with a focus on whether an existing function can be provided more cost effectively or more efficiently through shared services;
- Assessment of how shared services would impact each organization, including human resource implications regarding differences in wages, benefits, work schedules, and policies;
- Identification of critical differences in existing policies, procedures, operating practices, and recommendations to resolve the differences; and,
- Recommendation of a preferred model for dispatch services, including the merged and/or shared services with the City, PSB, and the local Central Ambulance Communications Centre (CACC).

Subsequent to the beginning of the project, the City and Police Service determined that CACC would not be a suitable partner to support police dispatch, however, there may be opportunities for the Police Service and the City's Fire Services to share a dispatch function.

The Review was not an audit. This Review builds on successes and identifies opportunities to improve the efficiency and effectiveness of how the City and Police Service delivers shared services.

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Project Background

Project Work Plan

The project commenced on August 14th, 2023 and submitted the Final Report to the Project Team in March 2024.

Initiation

October

Key steps in this phase include:

- Project kick off meeting to confirm expectations, project management protocols, and stakeholder engagement;
- Preliminary information request;
- Stakeholder engagement plan;
- Project charter.

Service Inventory and Analysis

October – November

Key steps in this phase include:

- Documentation review
- Stakeholder consultation
- Service inventory
- Current state service delivery review (i.e., policies, high-level processes, staffing and structure, enabling systems and equipment, established service levels, throughput times, volumes, delivery costs)
- Comparison of scope, service levels, and efficiency of services across organizations
- Anticipated service changes or expectations

Shared Service Opportunities

November

Key steps in this phase include:

- Working sessions to validate the current state of service areas
- Opportunity development
- Identification of potential constraints and limitations
- Working session to refine and confirm opportunities

Recommendations and Reporting

November – March

Key steps in this phase include:

- Development of a target operating model for each service area
- Identification of potential implementation challenges
- Estimation of the resource requirements, costs, and potential savings
- Preparation and submission of draft report
- Incorporation of feedback and final report
- Presentations to executive and PSB

City and Police Service staff were engaged through a transparent, participative and inclusive process facilitated by KPMG. Staff knowledge and expertise helped shape recommended actions. A list of stakeholders involved and documents reviewed is provided in **Appendix B: Scope of Review**.

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03

Key Observations

Key Observations

Support Ratios and Current Collaboration

As shown in the table on the right, the City and Police Service Human Resources departments are proportionate to the size of the organizations they support. The Police Service Finance department supports proportionately more FTEs than the City.

The City and Police Service demonstrated comparable productivity ratios when reviewing their respective volumes per FTE, with the exception of vacancies filled and compensation-related activities for the Human Resources teams and accounts payable processing activities for the Finance teams. However, there are significant differences in the volumes of each activity between the two organizations and caution should be used in drawing direct comparisons.

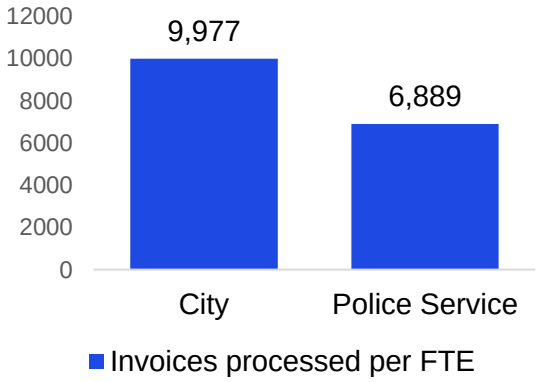
The City and Police Service Human Resources teams already collaborate on a number of items (e.g., City's Human Resources team processes Police Service WSIB costs and mail weekly, Police Service and the City collaborate on complex disability claims, etc.). Collaboration is also seen between the Finance teams, specifically through discussions regarding budgets, and the payment of invoices.

However, the existing collaboration is not formally documented. This may lead to individuals within each organization being unaware of the level and nature of services already being shared.

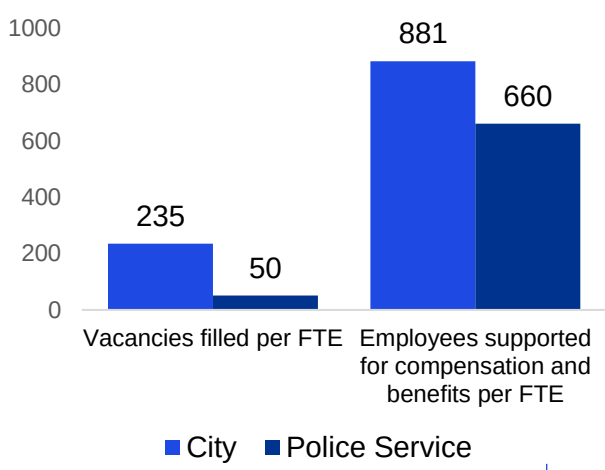
Note: City Finance overall support metric does not include Finance FTEs dedicated to Tax.

Organization	Volume[1]	Metric[1]
Police Service Finance	The Police Service employs 220 individuals.	73.3 individuals supported per 1 FTE
City Finance	Within the City, the Finance department supports the CAO's and Mayor's Offices along with five other departments.	48.6 employees supported per 1 FTE
Police Service Human Resources	Within the Police Service, the Human Resources department supports 153 Police Officers and 78 Civilians	115.5 employees supported per 1 FTE
City Human Resources	The Human Resources department supports four unions (six collective agreements) within the City and the Library.	113.3 employees supported per 1 FTE

Finance Team Metrics[1]



Human Resources Team Metrics[1]



Sources – (1) City/ Police Service provided data

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Key Observations

Generalization vs. Specialization; Automation Opportunities

As shown in the graphs on the right, the Police Service Human Resources and Finance teams are smaller than the City's teams. This has resulted in the Police Service staff taking on more generalized roles, while the City's staff have more specialized roles focused on specific tasks.

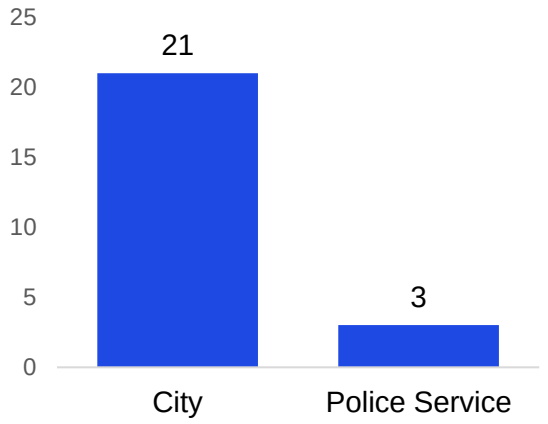
The graphs on the right illustrate the difference in total employee count between the Police Service and City's Human Resources and Finance teams. The graphs also show the variation in the average number of responsibilities assigned to each Finance and Human Resources employee in the City and Police Service.

Through discussions regarding the organizations responsibilities and processes, KPMG noted that both organizations have opportunities to further automate their processes (e.g., employee self-serve functionalities, Police Service manual procurement process, etc.). However, the Police Service noted that plans to enhance its automation have been delayed due to a cyber attack in 2021.

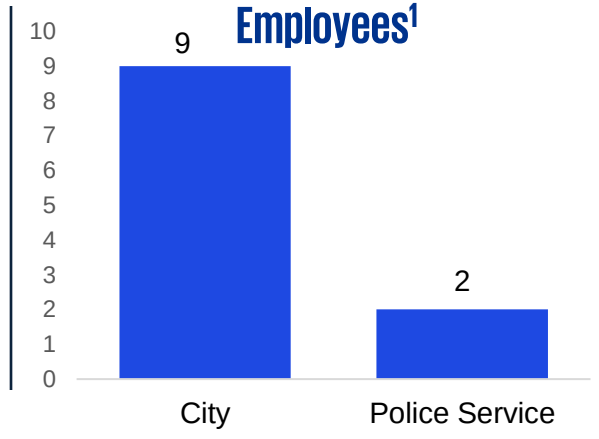
Note: City Finance overall support metric does not include Finance FTEs dedicated to Tax.

Sources – (1) Department organizational charts, (2) City/ Police Service provided data

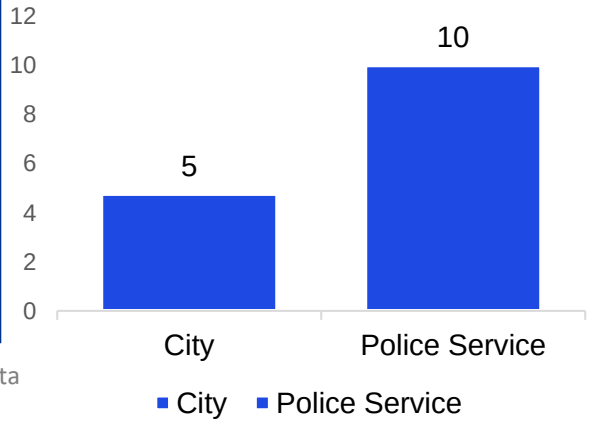
Finance Teams Total Employees[1]



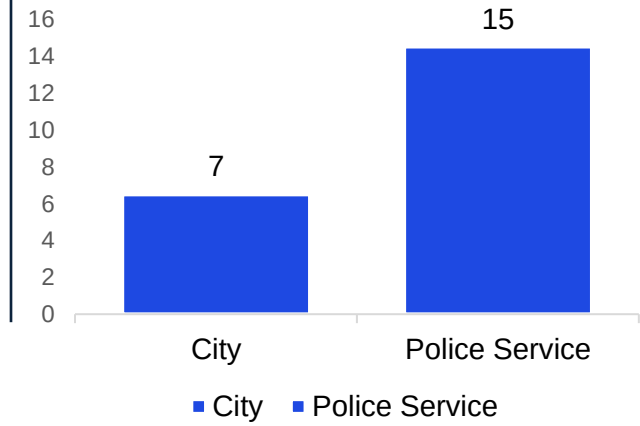
Human Resources Team Total Employees[1]



Average Number of Responsibilities per Finance Employee[2]



Average Number of Responsibilities per Human Resources Employee[2]



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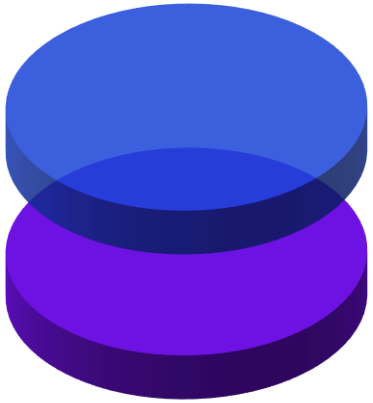
04

Recommendations Summary

Organizing Opportunities

Recommendations

Based on the information provided and analysis completed, KPMG worked in collaboration with the City and Police Service's staff to develop eight core recommendations and five additional opportunities for consideration. The recommendations and opportunities are listed on the following pages.



08 **Core Recommendations**

Recommendations aligned with the overall goals of the project.

05 **Additional Opportunities**

Additional opportunities associated with the efficient delivery of services that are not directly tied to the shared delivery of services.

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Overview of Core Recommendations

Based on the analysis performed, KPMG developed recommendations to help the two organizations better collaborate, align tasks to roles, and use each others' services to realize efficiencies and service level improvements. These recommendations are summarized below:

Core Recommendations	
Finance Departments (Finance and Procurement Functions)	
1.1	Formalize communications between the Police Service's and the City's Finance teams.
1.2	Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.
1.3	Formalize service expectations and collaboration through a service level agreement and a memorandum of understanding between the City and Police Service.
1.4	Provide procurement support from the City to the Police Service by providing resources and procurement advice on high-value purchases.
Human Resources Departments	
2.1	Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.
2.2	Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.
2.3	Formalize service level agreements between the City and Police Service Human Resources teams.
Dispatch Units	
3.1	Transition the Fire Department's dispatch function to the Police Service.

For each of these recommendations, the remainder of this section provides a prioritization of an assessment of their potential impact and complexity. The recommendations are described more fully in the next section.

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Overview of Additional Opportunities

Based on the analysis performed, KPMG also identified additional opportunities outside of the shared services scope. These opportunities may offer additional efficiencies. The opportunities are summarized below:

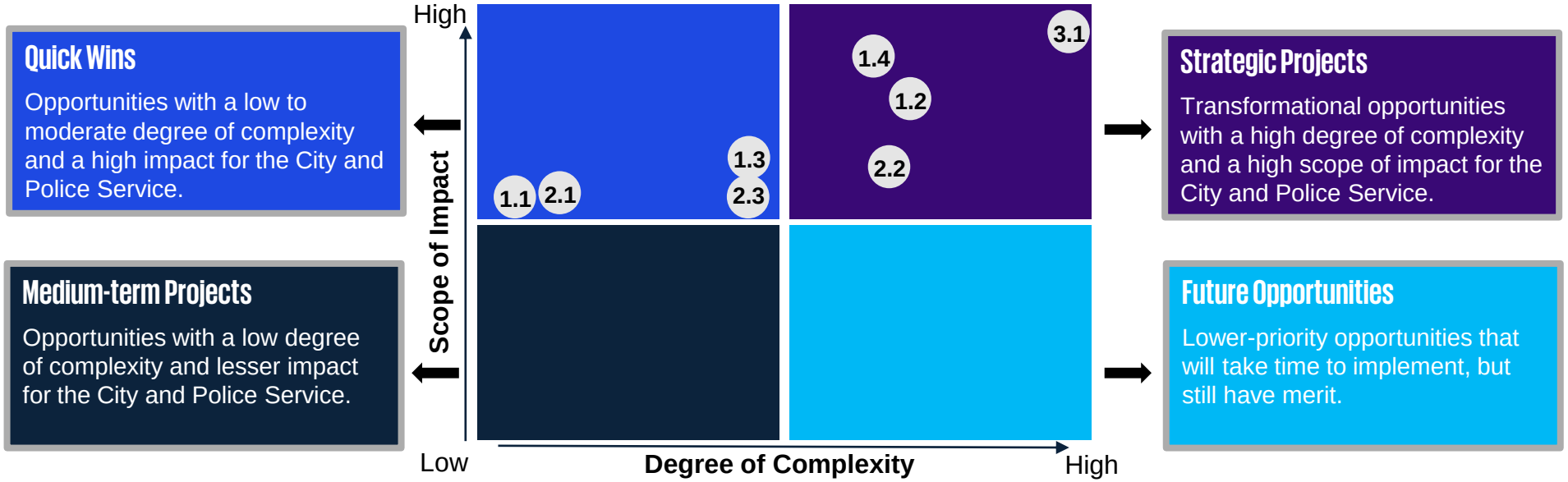
Additional Opportunities	
Finance Departments (Finance and Procurement Functions)	
4.1	Consider exploring the automation of the Police Service bidding process using the City's digital procurement software.
4.2	Consider providing the Police Service's Senior Management Team and Board with additional finance training to ensure they have sufficient financial knowledge.
Human Resources Departments	
5.1	Consider implementing self-service functionalities to allow staff members to independently update their personal information updates (e.g., Benefits Management, etc.).
5.2	The City should consider adopting and the Police Service should consider further utilizing HRIS functionalities to streamline Human Resources processes.
Dispatch Units	
6.1	After the consolidation of Police and Fire dispatch services, the Police Service should consider providing dispatch services to smaller municipalities to receive additional funding for a limited increase in workload as well as increase the effectiveness of the smaller municipalities dispatch services.

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Overview of Core Recommendations

The recommendations are mapped for *complexity vs. scope of impact* to help prioritize activities. The prioritization categories and criteria are outlined below. Two recommendations would require minimal resources and could be initiated in the short term.



Scope of Impact	
Rating	**Description**
Low	Minor operational impact.
Medium	Impact that provides significant benefit to one area or aspect of the organization.
High	Impact that creates strategic change across the organization.

Degree of Complexity	
Rating	**Description**
Low	Could be implemented within 6 months and without dedicated resources or significant budget.
Medium	Could be implemented in 6 – 18 months, and would require a dedicated resource and significant budget.
High	Could require more than 18 months to implement and would represent a substantive project within the organization.

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Summary of Core Recommendations

Using the opportunity matrix in the previous slide, KPMG ranked the opportunities according to (a) the impact of the opportunity and (b) the degree of effort to implement. The following tables categorize these recommendations into two groups: strategic projects and quick wins. The recommendations in each table are organized in order of potential impact. A brief description of the main benefit of each recommendation is also provided.

	Strategic Projects	Primary Benefit of Recommendation
3.1	**Transition the Fire Department's dispatch function to the Police Service.**	**Enhance coordination, increase efficiency, and offset costs associated with migration to Next Gen 911.**
1.4	Provide procurement support from the City to the Police Service by providing resources and procurement advice on high-value purchases.	Reduce risk on high-value purchases; increase procurement effectiveness.
1.2	Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.	Increase effort on more strategic, higher-value activities
2.2	Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.	

	Quick Wins	Primary Benefit of Recommendation
1.1	Formalize communications between the Police Service's and the City's Finance teams.	Improve the coordination of the departments, identify additional processing efficiencies, and increase transparency.
2.1	Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.	
1.3	Formalize service expectations and collaboration through service level agreements and a memorandum of understanding between the City and Police Service.	Enhanced clarity, collaboration and transparency between the departments with a clear description of roles and expectations.
2.3	Formalize service level agreements between the City and Police Service Human Resources teams.	

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Core Recommendations

Finance and Procurement Recommendations

Recommendation #1.1: Formalize Communications

Recommendation #1.1 Formalize communications between the Police Service's and the City's Finance teams.	Complexity	Impact	Implementation Timeline
	Low	Medium	Less than 6 Months

Observation(s)

- Stakeholders identified that communications between the City and Police Service's Finance departments could be improved, particularly around budget requirements, financial reporting and variance analyses, and financial projections. They also expressed an interest in more regular communications between the departments as an opportunity to discuss pain points, and share practices and policy.

Recommendation Detail

The Service and City should consider implementing regular meetings (e.g., quarterly) between the City and Police Service's Finance teams.

The introduction of regular meetings between the two organizations could help improve coordination of budgeting, financial reporting and estimates, as well as share practices and policy. This formalization of communications may lead to improved efficiencies as well as increased transparency into each organization's activities/ strategies.

Regular meetings between the two departments should reflect topics that align with the timing of financial processes. An example of quarterly agendas is provided on the next page. The agendas include standing items as well as items that are more pertinent for each quarter. The meetings would be coordinated between the Police Service Finance Manager and the City's CFO, with additional participants attending as subject matter warrants.

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Recommendation #1.1: Formalize Communications

Recommendation #1.1
Formalize communications between the Police Service's and the City's Finance teams.

The table below outlines potential agenda items for quarterly Finance meetings between the City and Police Service. These agendas do not include ad-hoc discussions as required through the year.

Meeting Date	Proposed Agenda Items
End of Q1 (Around the end of March/early April)	• Review of the previous year's financial performance. • Discussion on the budgets for the upcoming year. • Updates on any changes in priorities. • Updates on planned projects and goals for the upcoming year.
End of Q2 (Around the end of June/early July)	• Review of the first quarter's financial performance. • Discussion on budget preparation for the following year and deadlines. • Updates on any changes in processes, policies, or technologies. • Discussion on the progress of any projects, as required.
End of Q3 (Around the end of September/ early October)	• Review of first half-year's financial performance. • Finalization of budget for the next year. • Discussion on any changes in the budget's or financial strategies for the second half of the year. • Updates on any changes in processes, policies, or technologies. • Discussion on the progress of any projects, as required.
End of Q4 (Around the end of December/ early January)	• Review of third quarter's financial performance. • Discussion of the budget presentation and approval process. • Discussion on any changes in the budget's or financial strategies for the upcoming year. • Updates on any changes in processes, policies, or technologies. • Discussion on the progress of any projects, as required. • Review of roles and responsibilities of the departments and their effectiveness of the year and defining the roles/ responsibilities for the upcoming year.

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Recommendation #1.1: Formalize Communications

Recommendation #1.1
Formalize communications between the Police Service's and the City's Finance teams.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• If not effectively managed, miscommunication or misunderstandings may occur. This potential concern verifies the importance of establishing clear protocols regarding the initiation, channels of communication and frequency. • Buy-in from both organizations is required to ensure communication remains ongoing.
Estimated Resource Requirements	• This recommendation would not require additional resources to implement.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• The improved financial alignment between the City and the Police Service resulting from this recommendation may lead to more efficient uses of resources and the identification of additional cost-saving opportunities. • The increased transparency through the implementation of this recommendation may lead to increased accuracy of budgets and financial planning, improved decision-making processes, and overall improved service levels for both organizations. • The further definition of roles and responsibilities may enhance accountability and service delivery.
Other Considerations	• The current limited communication structure has led to risks associated with miscommunications and lack of transparency for ongoing activities.

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Recommendation #1.2: Redirect Efforts to Higher Value Activities

Recommendation #1.2
Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.

Complexity	Impact	Implementation Timeline
Medium	High	6 to 18 Months

Observation(s)

- Stakeholders noted that the Police Service's Finance Manager performs a significant amount of transactional tasks.
- An analysis of effort shows that the Police Service Finance department dedicates less effort proportionately to financial planning, reporting, policy and advisory activities than the City. The Police Service may benefit from greater effort in these areas.

Recommendation Detail

The Police Service has the opportunity to support the Finance Manager in focusing on more value-added activities by reducing effort spent on transaction processing.

The table to the right shows that the Police Service Finance Manager spends approximately 60% of their effort on transactional and operational tasks, and proportionately less time on value-added activities than the City's CFO, particularly with respect to financial reporting, advise and policy updates.

Police[1]	Department Leader Activities and Estimated Effort	City[2]
15%	Planning/ Meetings	29%
25%	Budgeting - Lead Development, Guidelines, Policies, Preparation, Reporting	28%
5%	Reporting – Quarterly/ Audit Review, StatsCan	5%
0%	Advisory/ Research Reports	20%
0%	Financial Policy Updates	11%
60%	Operational Tasks – Payroll, Time Scheduling, Expense Claims, Accounts Payable, Accounts Receivable, Treasury Management, Procurement Tasks	7%

Sources – (1) Police Service provided data (2) City provided data

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Recommendation #1.2: Redirect Efforts to Higher Value Activities

Recommendation #1.2

Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.

If the Finance Manager were to dedicate approximately 25% more time to more value-added activities, they would need to delegate or eliminate a comparable amount of effort. The Police Service should consider reducing the Finance Manager's effort on transaction processing include:

1. Reducing effort on Payroll by delegating more responsibility to line supervisors for the accuracy of information in OSL
2. Eliminating most effort related to Schedule and Employee Time Management by delegating more responsibility to line supervisors.

The table to the right outlines some of the Finance Manager's current and potential future workload allocation on these activities. The Finance Manager spends approximately 35% of their time on payroll, and scheduling and employee time management. Reducing effort on these activities to approximately 10-15% would free 20-25% of the Finance Manager's time.

Finance Manager Activity	Current Level of Effort	Potential Future Level of Effort
Payroll Processing	Approximately 25%	Approximately 5-10% (reduce involvement with OSL maintenance and transactional helpdesk support)
Scheduling and Employee Time Management	Approximately 10%	Approximately 0-5% (reduce involvement in the creation and amendment of schedules)

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Recommendation #1.2: Redirect Efforts to Higher Value Activities

Recommendation #1.2

Redirect the Police Service Finance Manager's efforts to higher value activities through the downloading of some transactional tasks.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• The implementation of this recommendation would require the Police Service to train and establish accountabilities with line supervisors for them to assume responsibility for the accuracy of schedules and employee time. • Line supervisors will need to be held accountable for the accuracy of schedules and employee time. This may require the development of formal sign offs of schedules and time records.
Estimated Resource Requirements	• As line supervisors should be managing employee schedules and time already, it is not anticipated that this change would result in a significant incremental effort for each individual supervisor. • Short term effort may be required from the Finance Manager to update policies and procedures pertaining to schedule and time approvals, and to train line supervisors.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• An increased focus on financial strategy and reporting by the Finance Manager may lead to improved financial decision making within the Police Service.
Other Considerations	• Police Service leadership may need to support the adoption of this recommendation by reinforcing accountabilities of line supervisors.

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Recommendation #1.3: Formalize SLA and MOU

Recommendation #1.3	Complexity	Impact	Implementation Timeline
Formalize service expectations and collaboration through a service level agreement and a memorandum of understanding between the City and Police Service.	Medium	Medium	Less than 6 Months

Observation(s)

- The City Finance department currently provides services to the Police Service (e.g., the City processes 1,200 payroll transactions for the Police Service bi-weekly as well as some invoices, etc.). However, this support is not formally documented in a service level agreement. There may be opportunities to clarify expectations from both parties and bring light to the amount of support provided.
- In addition to the City processing transactions for the Police Service, both organization share information to support the budgeting process, financial planning and financial reporting. A more formal understanding of the nature of information required and shared by each may improve the timing and suitability of information shared.

Recommendation Detail

An opportunity exists for the City and Police Service to formalize a service level agreement (SLA) for services provided by the City to the Police Service. The SLA could help clarify each organizations' roles, responsibilities and expectations for each other in the delivery of the services. Moreover, it would equip the teams with an agreement that can be presented to other members within the City and Police Service, demonstrating the existing support levels they offer each other.

When developing the SLA, it would be important for the City and Police Service to outline and quantify the relationship. This includes, for example, the approximate number of transactions by type the City would process for the Police Service. Quantifying this metric and continually monitoring any changes would allow both organizations to measure any changes in demand and related required workload.

Additionally, the City and Police Service have an opportunity to implement a Memorandum of Understanding (MOU) in relation to the budget process and overall financial reporting to formalize the expectations and understandings with respect to information sharing. This MOU could provide a tangible framework for understanding the budget needs and expectations for both parties. It would also establish an agreement for reporting, tracking, and sharing budget information.

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Recommendation #1.3: Formalize SLA and MOU

Recommendation #1.3
Formalize service expectations and collaboration through a service level agreement and a memorandum of understanding between the City and Police Service.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• Without proper communication and collaboration during the development of the SLAs and MOUs, disagreements regarding each teams' roles and responsibilities may occur. • If not regularly reviewed and updated, the SLA and MOU may become outdated and not provide an accurate depiction of the environment.
Estimated Resource Requirements	• This recommendation would not require additional resources to implement.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• The further clarification of service levels through the implementation of SLA and MOU may lead to more predictable and timely budgeting and information sharing for both organizations. • The implementation of SLA may lead to improved collaboration and coordination between the City and the Police Service. Additionally, when paired with the regular meetings (see Recommendation #1.1), the SLA could provide the organizations with the agreed upon service levels to benchmark their performance against.
Other Considerations	• The teams should consider the impacts on any changes to processes resulting from the formalization of the SLA and MOU.

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Recommendation #1.4: Additional Procurement Support

Recommendation #1.4	Complexity	Impact	Implementation Timeline
Provide procurement support from the City to the Police Service by providing resources and procurement advice on high-value purchases.	Medium	High	6 to 18 Months

Observation(s)

- The City has dedicated resources that specialize in procurement.
- The Police Service has a limited number of higher-risk or more complex procurements per year, and does not have the same depth of expertise and experience that the City has in such procurements.

Recommendation Detail

The Police Service should seek to leverage the expertise and resources of the City's procurement specialists and enter into an agreement with the City for formal procurement support. This could include support with activities such as vendor selection, contract negotiation, and purchase order management. Currently, the City provides advice and resources periodically as requested by the Police Service.

The Police Service should seek:

1. Support with the preparation of purchasing documents. In this support, the City would provide the Police Service with access to resources (e.g., purchasing document templates such as request for proposals and contracts reflecting leading practices) and offer the Police Service with additional feedback on leading practices for including Police requirements.
2. Advice from City staff on purchasing policies, especially where there may be benefit to align policies between the two organizations
3. A review by City staff of all high-risk procurements completed by the Policy Service. These procurements would be defined by a dollar threshold and would exclude purchases made through buying groups. Currently, the Police Service estimates that it conducts high dollar procurements (e.g., procurements exceeding $125,000) 3 to 6 times a year.

The majority of Police Service procurement work is performed by officers within the Service with the Finance Manager spending 5% of their time on procurement related activities. Specifically, the Finance Manager supports the preparation and review of RFTs/ RFPs and sits on the evaluation committee for all procurement initiatives. Moving forward, the Manager could continue participating on evaluation committees, however the City's procurement specialists would be responsible for confirming that the Police Service complied with its procurement policies. This advise would be provided to Police Service leadership for its consideration in making purchasing decisions.

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Recommendation #1.4: Additional Procurement Support

Recommendation #1.4

Provide procurement support from the City to the Police Service by providing resources and procurement advice on high-value purchases.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• The Police Service's procurement requirements may exceed the capacity of the City's procurement team. At 3-6 per year, the City expects that the additional workload would be manageable.
Estimated Resource Requirements	• At current Police Service volumes, the City does not anticipate a requirement for increased staffing.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• The Police Service's utilization of the City's procurement expertise could help to reduce risk associated with complying with procurement policies, and increase the quality of procurement processes.
Other Considerations	• There are considerations associated with the oversight of some tasks and the sensitivity of Police procurements. • A formal process should be established to ensure effective transfer of knowledge and responsibilities. • The City's role in Police Service procurement processes would be one of advisor. Responsibility for purchases and ultimate decision-making authority would remain with the Police Service.

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Human Resources Recommendations

Recommendation #2.1: Formalize Communications

Recommendation #2.1	Complexity	Impact	Implementation Timeline
Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.	Low	Medium	Less than 6 Months

Observation(s)

- Stakeholders identified that communications between the City and Police Service's Human Resources departments could be improved. They also expressed an interest in more regular communications between the departments as an opportunity to discuss shared challenges (e.g., disability management), labour negotiations and impacts, practices and resources.

Recommendation Detail

The Service and City should consider implementing regular round tables between the City's and Police Service's Human Resources departments.

The introduction of regular round table discussions between the two organizations could provide an opportunity to share perspectives and strategies related to ongoing challenges, trainings, practices, and changes to the current environment. These meetings could be scheduled quarterly or semi-annually depending on the needs of the departments.

This formalization of communications could lead to improved practices and information exchange.

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Recommendation #2.1: Formalize Communications

Recommendation #2.1	Complexity	Impact	Implementation Timeline
Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.	Low	Medium	Less than 6 Months

The table below outlines potential agenda items for quarterly Human Resources meetings between the City and Police Service. These agendas do not include ad-hoc discussions as required through the year.

Meeting Date	Proposed Agenda Items
End of Q1 (Around the end of March/ early April)	• Review of the previous year's Human Resources activities. • Discussion of ongoing activities and trainings available. • Discussion of the year's Human Resources strategies and current environment. • Updates on planned initiatives and goals for the upcoming year.
End of Q2 (Around the end of June/ early July)	• Review/ discussion of completed and ongoing activities. • Updates on the Human Resources strategies and any changes to the current environment. • Discussions on leading practices, challenges faced and solutions implemented.
End of Q3 (Around the end of September/ early October)	• Review/ discussion of completed and ongoing activities. • Updates on the Human Resources strategies and any changes to the current environment. • Discussions on leading practices, challenges faced and solutions implemented.
End of Q4 (Around the end of December/ early January)	• Review/ discussion of completed and ongoing activities. • Updates on the Human Resources strategies and any changes to the current environment. • Discussions on leading practices, challenges faced and solutions implemented. • Discussion on any changes in the Human Resources strategies for the upcoming year. • Updates on any changes in processes, policies, or technologies. • Review of roles and responsibilities of the departments and their effectiveness of the year and defining the roles/ responsibilities for the upcoming year.

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Recommendation #2.1: Formalize Communications

Recommendation #2.1
Formalize communications between the Police Service's Human Resources team and the City's Human Resources team.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• If not effectively managed, miscommunication or misunderstandings may occur. This potential concern verifies the importance of establishing clear protocols regarding the initiation, channels of communication and frequency. • Buy-in from both organizations is required to ensure communication remains ongoing.
Estimated Resource Requirements	• This recommendation would not require additional resources to implement.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• The formalization of communications may lead to the identification of additional cost-saving opportunities. • The further definition of roles and responsibilities between the two organizations on matters related to benefits management and pensions may enhance accountability and service delivery.
Other Considerations	• The current limited communication structure has led to risks associated with miscommunications and a lack of transparency.

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Recommendation #2.2: Redirect Effort to Higher Value Activities

Recommendation #2.2
Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.

Complexity	Impact	Implementation Timeline
Medium	High	Less than 6 Months

Observation(s)

- The Human Resources Manager identified that they do not spend any significant time on Human Resources policy and strategy development and implementation.
- Some stakeholders indicated that the City has contracted a third-party to support the benefits administration activities and that the Police Service has an opportunity to leverage this contract to support their benefits administration activities.

Recommendation Detail

The Police Service may have an opportunity to realign the Human Resources Manager's efforts towards higher-value activities. This would be accomplished by delegating tasks to the Human Resources Assistant.

When comparing the City's Human Resources Director and the Police Service's Human Resources Manager allocation of effort, it is noted that the City's Human Resources Director spends more time on policy and strategy development and budgeting.

Police[1]	Department Leader Activities and Estimated Effort	City[2]
Ad-hoc	Policy/ Strategy Development and Implementation	20%
Ad-hoc*	Budget Development and Reports to Council	20%
20%	Labour Relations	20%
5%	Pension and Benefits Programs/ Total Compensation Program	10%
0%	Risk Assessment	15%
25%	Disability Management	0%
25%	Member Wellness Programs	0%
20%	Recruitment/ Promotional Practices	0%
5%	Attendance Management/ Performance Improvement Programs	0%
Captured in other areas	Supervision of Human Resources Work	15%

Sources – (1) Police Service provided data (2) City provided data

Note: SSMPS Manager identified the management of the budget as a task performed, however it was not identified as a significant percentage of time.

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Recommendation #2.2: Redirect Effort to Higher Value Activities

Recommendation #2.2

Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.

To realign the Human Resources Manager's effort to spend approximately 20% of time on policy, strategy and budgeting, the Human Resources Manager would need to delegate an equal amount of effort to the Human Resources Assistant. Tasks that could delegated would pertain to the transactional or routine tasks in support of recruitment, member wellness and disability management.

The Human Resources Assistant is currently working at capacity. However, they spend an estimated 30% of time maintaining personnel records. That effort could be reduced by providing self-serve options for employees to update information with the Police Service and benefits provider. Not all updates can be made by employees, and the Human Resources Assistant would likely continue dedicate some effort related to this activity.

Additionally, the further utilization of the Police Service's third-party contract for benefits administration may further streamline the benefits workload.

The table to the right outlines some of the Human Resources Manager's current workload allocation as well as a potential future workload allocation with a larger focus on higher value activities.

Finance Manager Activity	Current Level of Effort	Potential Future Level of Effort
Policy and strategy development and Implementation	Limited	Approximately 10-15%
Creation of budgets, business plans and presentations	Ad-hoc involvement	Approximately 5-10%
Recruitment and promotional processes	Approximately 20%	Approximately 15-20% (Reduce involvement with job description maintenance, report creation, etc.)
Member Wellness Programs	Approximately 25%	Approximately 10-15% (Reduce involvement in coordination)
Disability Management	Approximately 25%	Approximately 15-20% (Transition to an overview and approval role)

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Recommendation #2.2: Redirect Effort to Higher Value Activities

Recommendation #2.2

Redirect Police Service Human Resources Manager's efforts to higher value activities through the implementation of self-service functionalities for staff.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• There could be resistance from staff members that are expected to update their own records. • Police Service staff will need to be provided training on how to maintain their own records and access their own benefit information.
Estimated Resource Requirements	• This recommendation would not require additional resources to implement.
Estimated Costs	• There may be costs associated with developing or enabling an on-line portal to the Police Service systems for employees to access. The benefits provider already has an employee portal.
Potential Savings and Service Delivery Improvements	• An increased focus on Human Resources strategic issues by the Human Resources Manager may lead to improvements in recruitment, retention, training, performance management, well-being and engagement of personnel.
Other Considerations	• The Police Service's benefits were once managed by the City. However, due to the complexity of the contracts and the availability of City resources within the City, this responsibility was returned to the Police Service. • The City currently supports the Police Service with some benefits training and transactions. • Completely separating the benefits from other Human Resources functions to transfer to the City may be difficult as it ties to a variety of other Human Resources processes that the Police Service would retain.

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Recommendation #2.3: Formalize Service Level Agreement

Recommendation #2.3	Complexity	Impact	Implementation Timeline
Formalize service level agreements between the City and Police Service Human Resources teams.	Medium	Medium	6 to 18 Months

Observation(s)

- Stakeholders indicated that the City and Police Service provide Human Resources support to each other (e.g., City's Human Resources team processes Police Service WSIB costs and mail weekly, and the Police Service and the City collaborate on complex disability claims, etc.). There may be opportunities to clarify expectations from both parties and bring light to the amount of support provided.

Recommendation Detail

An opportunity exists for the City and Police Service to formalize a service level agreement (SLA). The SLA could help clarify each organizations' roles, responsibilities and expectations for each other in the delivery of the services. Moreover, it would equip the teams with an agreement that can be presented to other members within the City and Police Service, demonstrating the existing support levels they offer each other.

When developing the SLA, it would be important for the City and Police Service to outline and quantify the relationship. This includes, for example, the number of disability claims the City would process for the Police Service. Quantifying this metric and continually monitoring any changes would allow both organizations to measure any changes in demand and related required workload.

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Recommendation #2.3: Formalize Service Level Agreement

Recommendation #2.3
Formalize service level agreements between the City and Police Service Human Resources teams.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• Without proper communication and collaboration during the development of the SLA, disagreements regarding each teams roles and responsibilities may occur. • If not regularly reviewed and updated, the SLA may become outdated and not provide an accurate depiction of the environment.
Estimated Resource Requirements	• This recommendation would not require additional resources to implement.
Estimated Costs	• No significant costs have been identified.
Potential Savings and Service Delivery Improvements	• The further clarification of service levels through the implementation of SLA may lead to more predictable budgeting for both organizations. • The implementation of SLA may lead to improved collaboration and coordination between the City and the Police Service. Additionally, when paired with the regular meetings (see Recommendation #2.1), the SLA could provide the organizations with the agreed upon service levels to benchmark their performance against.
Other Considerations	• The teams should consider the impacts on any changes to processes resulting from the formalization of the SLA.

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Dispatch Recommendations

Recommendation #3.1: Consolidate Dispatch Efforts

Recommendation #3.1 Transition the Fire Department's dispatch function to the Police Service.	Complexity	Impact	Implementation Timeline
	High	High	+18 Months

Observation(s)

- The Fire Services and the Police Service provide their own dispatch services. Both Fire Services and the Police Service expressed interest in exploring an opportunity to have the Police Service provide dispatch services for both police and fire.
- Canadian Radio-television and Telecommunications Commission (CRTC) has ordered the implementation of Next Generation (NG) 911. To comply with the order, the Fire Department would need to procure a new dispatch system. The Police Service's dispatch system is NG-911 compliant.
- NG-911 will likely require additional staffing for police services. Simultaneous dispatch typically requires separate call takers and dispatchers, where Police Service dispatchers currently perform both roles.
- NG-911 will require dispatchers to have additional certifications that the Fire Services dispatchers currently do not.
- Fire dispatch volumes do not require a full FTE per shift, except to provide coverage.
- Fire Services uses one firefighter per shift (typically cadets) to do dispatch. This practice reduces the number of firefighters available for active duty during that shift.

Recommendation Detail

As legislation related to emergency services dispatch continue to evolve, it provides an opportunity for the Fire Department and Police Service to consider merging their dispatch operations under the Police Service. A unified dispatch centre could enhance the coordination of dispatch tasks, and increase efficiency in both staffing and system costs. Both entities would proportionately share the costs of dispatchers, training and the migration to a current version of a NG-911 compliant system.

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Recommendation #3.1: Consolidate Dispatch Efforts

Recommendation #3.1
Transition the Fire Department's dispatch function to the Police Service.

Complexity	Impact	Implementation Timeline
High	High	+18 Months

Recommendation Detail (continued)

Police Services has plans to increase the complement of dispatchers to three per shift from their current two. Ultimately, Police Services intends to increase its dispatch complement to four dispatchers per shift. The additional dispatcher capacity per shift (four shifts therefore four additional dispatchers) would help address increases in total call volumes, and allow separation of the dispatch and call taker functions (a requirement of simultaneous dispatch, which is accepted practice in many jurisdictions). Analysis of dispatch effort for Fire Services indicates that required effort is less than a FTE. A fourth dispatch position per shift to accommodate fire dispatch could support the simultaneous dispatch model while providing net additional dispatch capacity.

Data from 2022 and 2023 shows that the Fire Department received an average of 2,420 calls annually (605 calls per FTE). The average duration of these calls, including dispatch, turnout, drive, and incident time, was around 30 minutes, with the longest call lasting 32 hours. In contrast, the Police Service managed an average of 36,324 calls annually in 2021 and 2022 (4,540 calls per FTE), with some incidents spanning weeks. The Police Service's capacity to manage higher call volumes, including calls with longer response times, indicates that with appropriate resourcing, they could meet the Fire Department's call volumes and service level requirements.

Some stakeholders raised concerns regarding the physical capacity of the police facility to increase the complement, however discussions indicated that the Police Service could accommodate four work stations. Any further expansion would require an additional review of the available space.

FTEs per Shift

	Current State	Future State – Separate Dispatch	Future State – Combined Dispatch
Fire Dispatch[1]	1	1	0
Police Service Dispatch[2]			
• Call Takers	1.5	2	2
• Dispatchers	1.5	2	2
Total	**4**	**5**	**4**
Approx. Median Cost per FTE[3,4]	$100K	$100K	$102K
Total Incremental Cost	$0	$100K	$8K
System Upgrade Cost			
Fire Dispatch[1]	N/A	$ 1.5M	Estimate for data migration only

Sources – (1) Fire Department provided data (2) Police Service provided data (3) Fire Department provided data (4) Police Service job posting

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Recommendation #3.1: Consolidate Dispatch Efforts

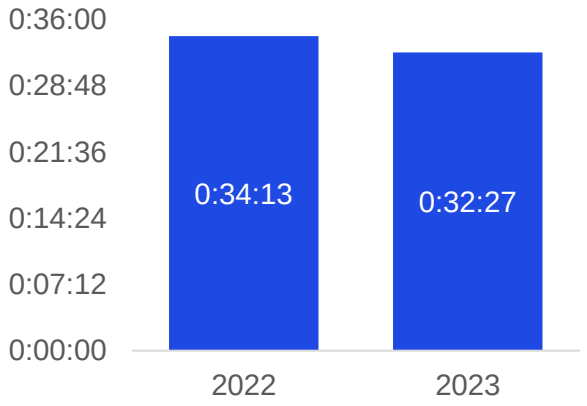
Recommendation #3.1

Transition the Fire Department's dispatch function to the Police Service.

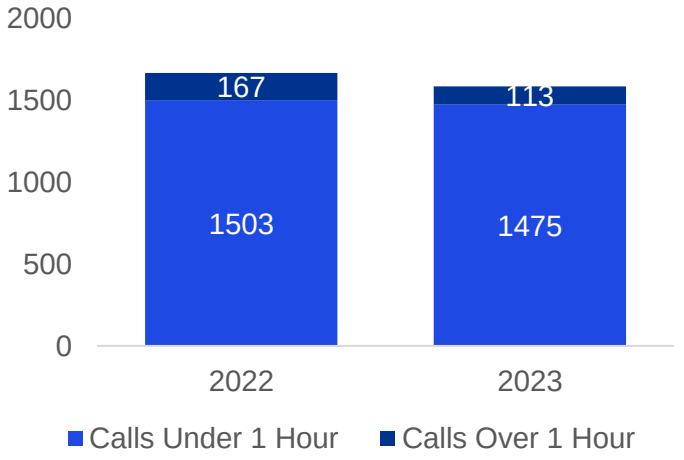
The charts on the right display the average duration of Fire Department calls by year as well as the total number of calls separated by calls over and under one hour in duration.

Based on the chart on the right that excludes Medical and Mutual aid calls, between 2022 and 2023 the Fire Department responded to 3,259 incidents, 280 of which lasted for over an hour. Based on this, the Fire Department expects approximately 8.6% of its total incidents require over an hour of support. This number jumps down to 1.9% for incidents requiring over 2 hours of support. In total, it is estimated that the fire dispatcher would have approximately 40-50% capacity available to support police service calls.

Average Duration of Fire Department Calls



Total Number of Fire Department Calls



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Recommendation #3.1: Consolidate Dispatch Efforts

Recommendation #3.1
Transition the Fire Department's dispatch function to the Police Service.

The graphics below highlight the main implementation challenges, resource requirements, costs/ savings, and other considerations related to this recommendation.

Potential Implementation Challenges/ Risks	• There are risks associated with not meeting the NG-911 implementation schedule due to the time required for software integration and training. • While a unified dispatch centre may enhance the coordination of dispatch tasks, significant effort will be required to ensure a successful merging of operations without significant disruptions to service levels.
Estimated Resource Requirements	• The current Police Services dispatcher complement would not have the capacity to handle the addition of the Fire Department's call volume. To support the implementation of the recommendation, the Police Service would require an additional dispatcher per shift (four FTEs total). This would offset by the elimination of the Fire Services Dispatcher.
Estimated Costs	• Incremental staffing costs pertain to higher police service dispatch salaries and benefits, and are estimated to be $8,000 per shift per year. However, this incremental increase is approximately $90,000 less per shift per year than the incremental increase estimated for the separate Fire and Police Service dispatch. • One additional dispatch workstation would be required at a cost of approximately $13,000 • The current cost of data migration and integration of Fire Services' record management system is unknown.
Potential Savings and Service Delivery Improvements	• The centralization of dispatcher responsibilities would reduce the costs associated with training firefighter dispatchers. It would also allow the Police Service and Fire Department to share costs associated with the procurement of a compliant software. The budget currently approved for the Fire Department's procurement of a new CAD system is $1.5 million. • The existence of a unified dispatch centre could improve the coordination of efficiency of the City's emergency services.
Other Considerations	• Implementation of a shared dispatch service will require a service level agreement between the Police Service and the City, and a cost-sharing agreement proportionate to calls or effort expended. • The unification of the dispatch centre could create opportunities for the Police Service to provide other municipalities east of Sault Ste. Marie with dispatch services. This expansion of the service could potentially offset the dispatch costs for the City.

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Additional Opportunities

Additional Opportunities – Finance and Procurement

04

Finance and Procurement

05

06

Observations	Opportunities
• Stakeholders indicated that the Police Service has a manual bidding process, while the City is in the process of implementing electronic bids and tenders.	**4.1** Consider exploring the automation of the Police Service bidding process using the City's digital procurement software.
• Some stakeholders noted that the Police Service Finance Manager provides additional support to the senior leadership team and the Police Services Board due to their levels of financial expertise	**4.2** Consider providing the Police Service's Senior Management Team and Board with additional finance training to ensure they have sufficient financial knowledge.

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Additional Opportunities – Human Resources

04

05

Human Resources

06

Observations	Opportunities
• Stakeholders noted that the City and Police Service do not have self-service functionalities in place for staff personal information or benefits management.	**5.1** Consider implementing self-service functionalities to allow staff members to independently update their personal information updates (e.g., related to Benefits Management, etc.).
• Stakeholders identified that some processes may be streamlined through the expanded use of HRIS functionalities	**5.2** The City should consider adopting and the Police Service should consider further utilizing HRIS functionalities to streamline Human Resources processes.

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Additional Opportunities - Dispatch

Observations	Opportunities
• Stakeholders identified an opportunity for the Police Service to provide dispatch services to smaller municipalities east of Sault Ste. Marie.	**6.1** After the consolidation of Police and Fire dispatch services, the Police Service should consider providing dispatch services to smaller municipalities to receive additional funding for a limited increase in workload as well as increase the effectiveness of the smaller municipalities dispatch services.

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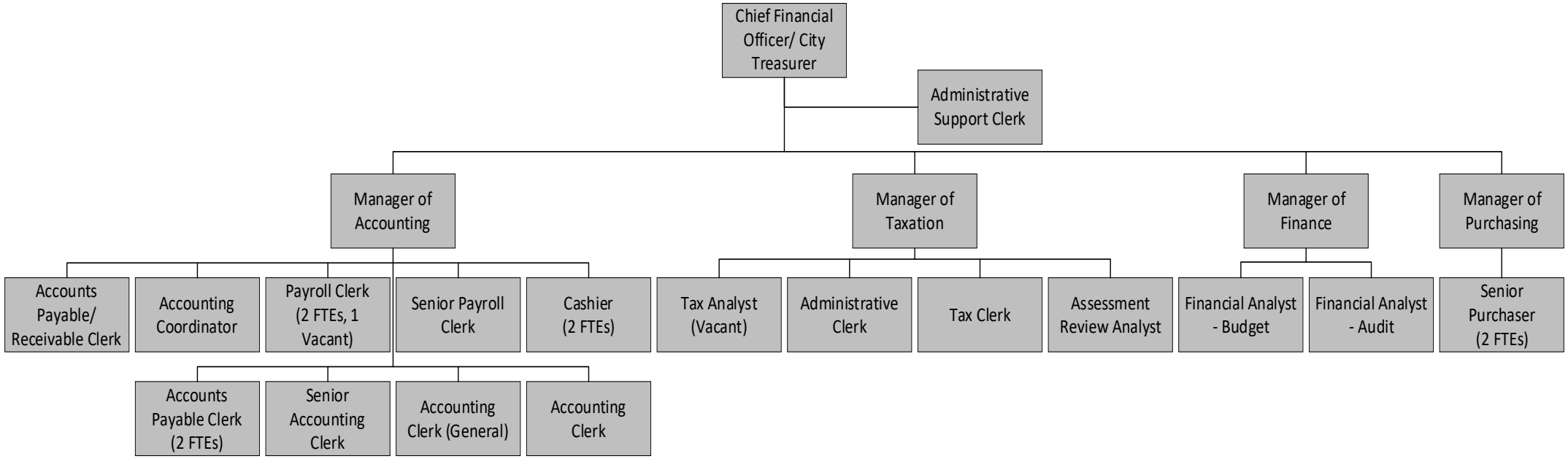
Appendices

Appendix A: Activity Analysis

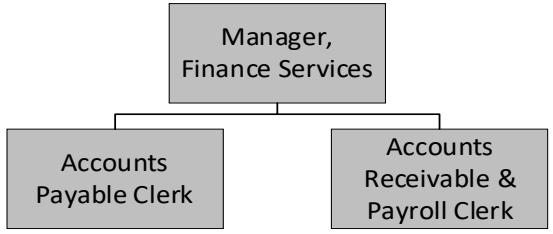
Finance

Finance Organizational Charts

City Finance and Procurement Organizational Chart[1]



Police Finance and Procurement Organizational Chart[2]



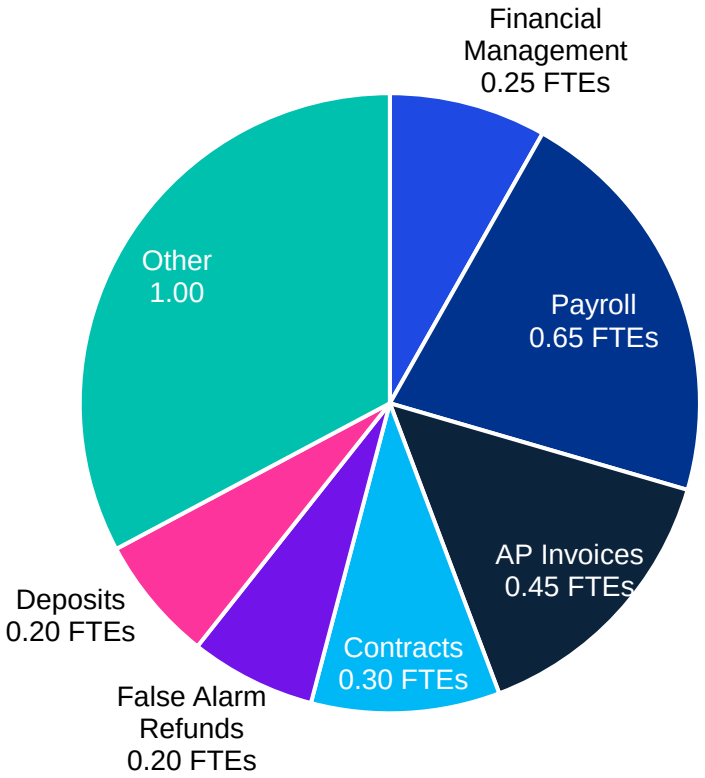
Sources – (1) City provided organizational charts (2) Police Service provided organizational chart

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SSMPS Finance - Initial Activity Analysis

FTEs Dedicated to Activities[1]



Sources – (1) Police Service provided data

Financial Management

The budget preparation, management, reporting, projections, and analysis take up approximately 25% of the Finance Manager's time.

Payroll

The management, verification and OSL maintenance takes up nearly 25% of the Finance Manager's time while the payroll data entry and calculations take up nearly 40% of the Payroll and AR Clerk's time.

AP Invoices

The preparation, follow up, data entry, and filing of invoices takes up 40% of the Accounts Payable Clerks time and 5% of the Payroll and AR Clerk's time.

Contracts

Contract management with vendors, employees and third parties to set up payments, resolve invoice issues, credit applications, etc. takes up approximately 30% of the Accounts Payable Clerk's time.

False Alarms

The review of alarms for false alarms, issuance of payment request to A/P Clerk for payment, and reconciliation of Bell Canada Alarms Line report monthly takes up 15% of the Payroll and AR Clerk's time. The processing of false alarm refunds takes up 5% of the Accounts Payable Clerk's time.

Deposits

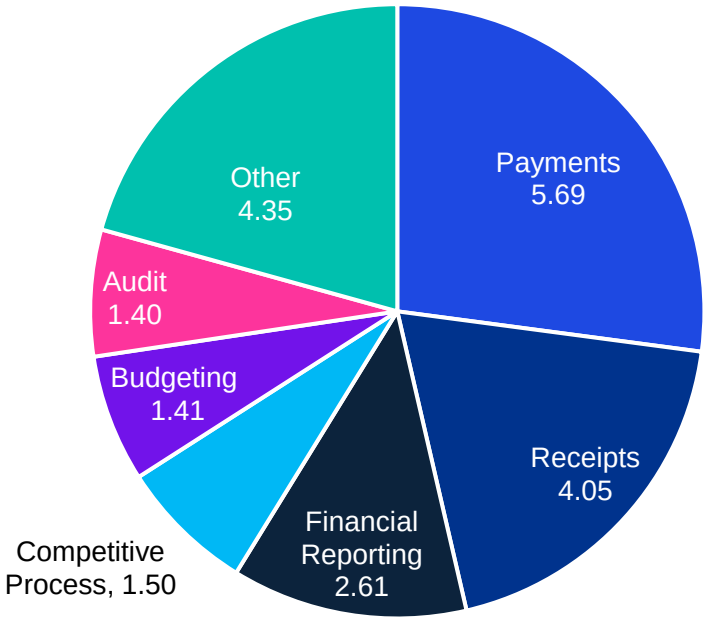
The processing of weekly and monthly deposits takes up 20% of the Accounts Payable Clerk's time.

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City Finance - Initial Activity Analysis

FTEs Dedicated to Activities[1]



Payments

Payments processes include payroll oversight, processing of accounts payables, coordination of invoices, credit card processing/ reconciliation, etc.

Receipts

Receipts processes include collection efforts, processing payments, customer queries, PAP administration, tax payment processing, etc.

Financial Reporting

Financial reporting processes include quarterly reports, departmental queries, journal entries/ corrections, account reconciliations, and monthly reconciliation/ reporting.

Competitive Process

Competitive processes include projects completed by the purchasing department.

Budgeting

Budgeting processes include preparation, review, financial support, analysis, as well as strategy and policy development.

Audit

Audit processes include working papers, journal entries, budget entries, financial statement preparation, FIR preparation, reconciliations, and review.

Other

Other processes include advisory, policy development, treasury, financial support, postings, sourcing/ analysis, and agreements.

Sources – (1) City provided data

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SSMPS Finance - Initial Activity Analysis

Activity	Volume[1]	Metrics
Overall Support	• The Police Service employs 220 individuals.	• 73.3 individuals supported per 1 FTE
Invoice Generation/ Payment Processing (Receivables)	• The Police Finance team generates monthly invoices for record checks to two agencies. Approximately, 30 invoices are generated annually.	• 300 invoices generated per 1 FTE.
Payment Processing (Payables and Expenses)	• So far in 2023, 253 cash advances/ expense claims processed through AP. • So far in 2023, 33 cash advances/ expense claims processed through petty cash. • The Finance team manages approximately 300 vendors. Of these 300, they regularly use between 100 to 120 vendors. • On average, the Finance team issues/ processes 300 Purchase Orders annually. • The Finance team processes approximately 3,100 invoices per year.	• Equivalent to 1,906 cash advances/ expense claims per 1 FTE • Equivalent to 667 purchase orders issued annually per 1 FTE. Note: Police staff outside of the Finance team also support the development of PO's. • Equivalent to 1,000 vendors managed annually per 1 FTE • Equivalent to 6,889 invoices processed annually per 1 FTE
Payroll Setup Payroll Processing	• On average, the Police Service hires 19 new employees annually. • The Police Finance team generates 8,000 transactions each bi-weekly period. Approximately 1,200 bi-weekly transactions are sent to the City's Finance team for payment processing.	• Equivalent to 47.5 payroll set ups completed annually per 1 FTE • Equivalent to 10,4061 transactions managed bi-weekly per 1 FTE
Asset Management and Tracking	• The Police receive and inspect 1,000s of items for quality annually.	
Financial Planning, Analysis, Reporting and Controls	• In 2022, the Police Service's Finance team managed a total operating budget of $30,753,473.	• $10.2 million total operating budget managed in 2022 per 1 Finance staff FTE

Note: Metrics are based on a dedicated FTE managing the volume

Sources – (1) Police Service provided data

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City Finance - Initial Activity Analysis

Activity	Volume[1]	Metrics
Overall Support	• Within the City, the Finance department supports the CAO's and Mayor's Offices along with five other departments.	• There are 48.6 employees supported per Finance staff
Payment Processing (Payables and Expenses)	• The City's Finance team processed 31,216 and 33,437 invoices for 2021 and 2022 respectively. • On average, the City's Finance team has managed 53 expense reports annually over the past three years.	• Equivalent to 9,977 invoices supported and processed per FTE • Equivalent to 132.5 expense reports processed per FTE
Payroll Setup Payroll Processing	• The City's Finance team processed 1,366 and 1,292 paper payroll stubs in 2021 and 2022 respectively. • The City's Finance team processed 10,232 and 12,872 electronic payroll stubs in 2021 and 2022 respectively.	• Equivalent to 16,305 payroll stubs processed annually per FTE
Asset Management and Tracking	• The City's Finance team manages $60,195,025 in approved capital budget in 2023.	• $2.3 million approved 2023 capital budget managed per FTE
Financial Planning, Analysis, Reporting and Controls	• In 2022, the City's Finance team managed a $202,000,000 operating budget.	• $7.8 million operating budget managed in 2022 per 1 Finance staff FTE
Cash Management and Bank Reconciliation	• Monthly reconciliations of 24 bank accounts	• Equivalent to 42 monthly reconciliations per 1 FTE.

Note: Metrics are based on a dedicated FTE managing the volume.

Note: Overall support metric does not include FTEs dedicated to tax activities.

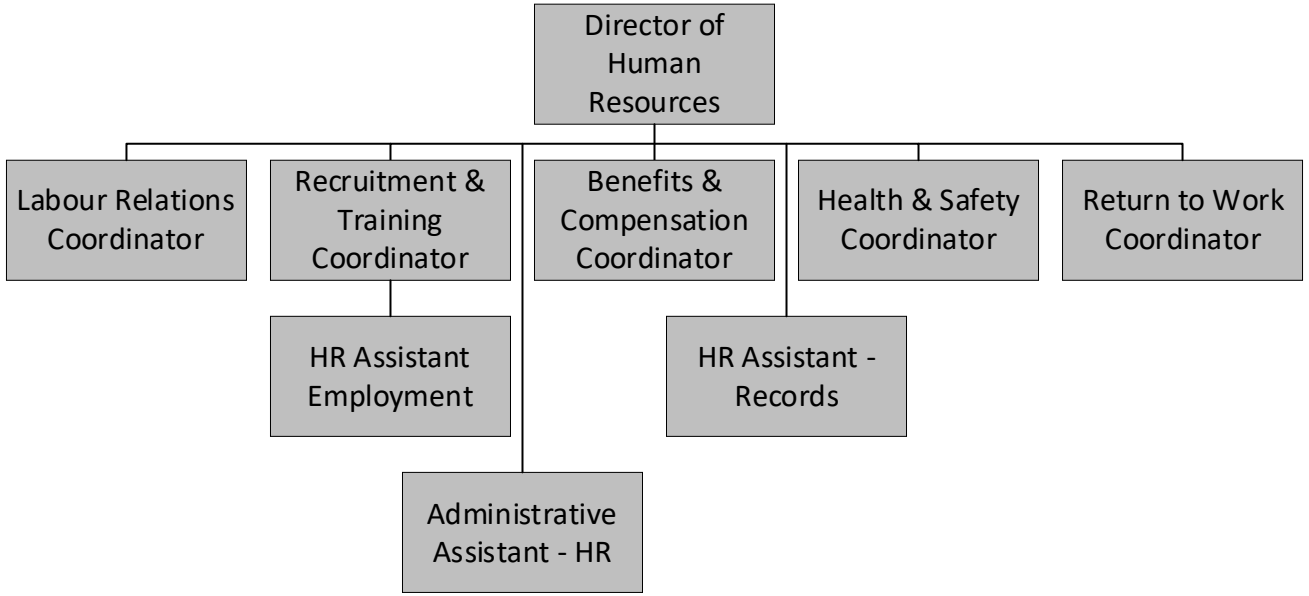
Sources – (1) City provided data

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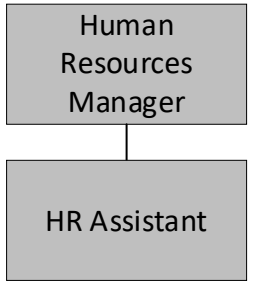
Human Resources

Human Resources Organizational Charts

City Human Resources Organizational Chart[1]



Police Human Resources Organizational Chart[2]

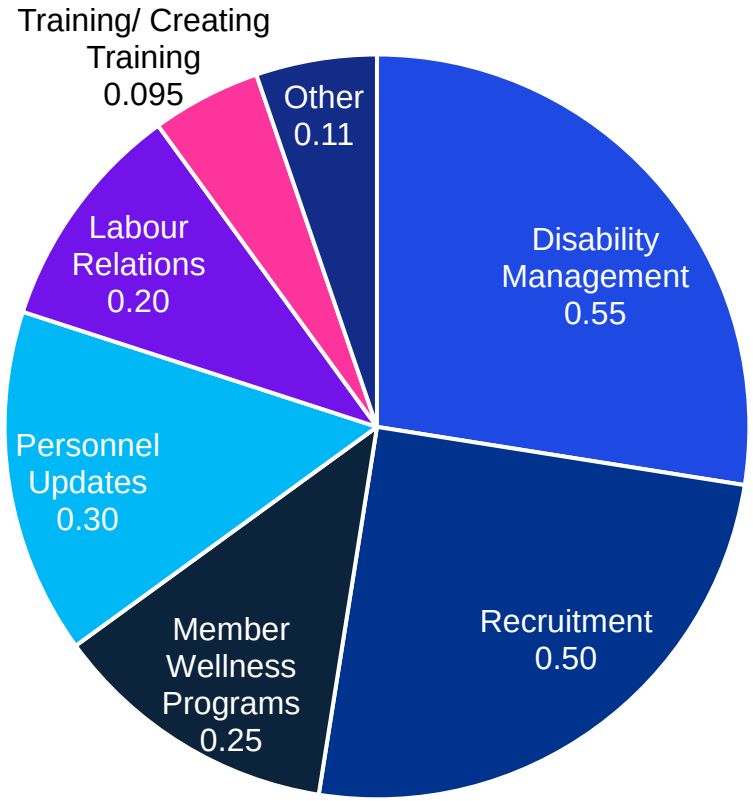


Sources – (1) City provided organizational charts (2) Police Service provided organizational chart

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SSMPS Human Resources - Initial Activity Analysis

FTEs Dedicated to Activities[1]



Note: FTEs based on the number of employees and not overtime hours

Sources – (1) Police Service provided data

Disability Management

The Human Resources Manager spends 25% of their time coordinating, monitoring and overseeing the disability program while the Human Resources Assistant spends 30% of their time on disability management.

Recruitment/ Promotional Efforts

The Human Resources Manager spends 20% of their time on recruiting and promotional processes while the Human Resources Assistant spends

Member Wellness Programs

The Human Resources Manager spends 25% of their time as a management liaison for the Peer Support Program and managing other member wellness programs.

Labour Relations

The Human Resources Manager spends 20% of their time managing labour relations associated with the three collective agreements.

Training

The Human Resources Assistant spends 9.5% of their time managing the training for the Police Service and gathering information for in-service training.

Personnel Updates

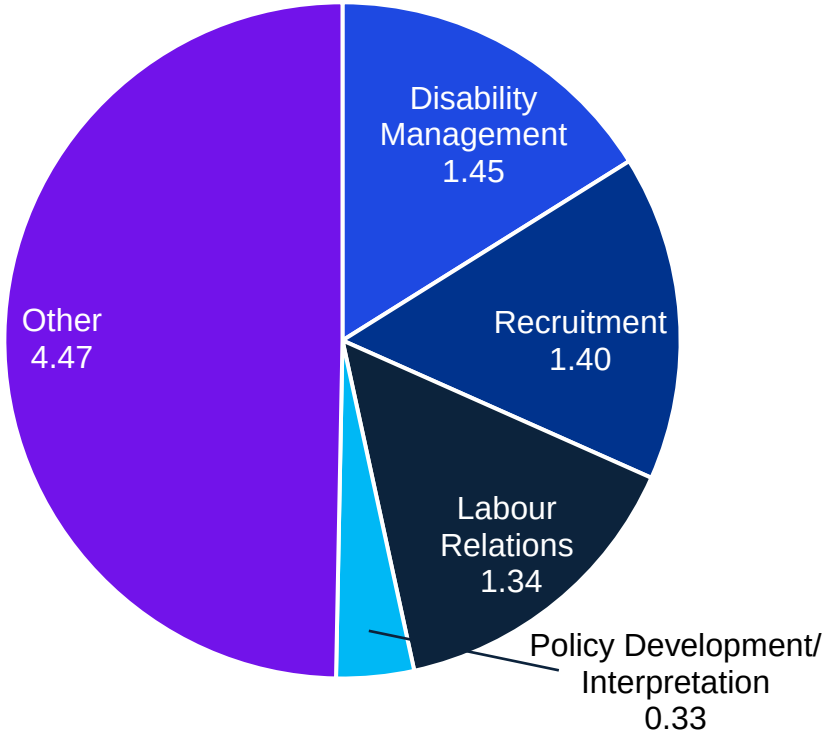
The Human Resources Assistant spends 30% of their time on pension/ benefits personnel file updates.

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City Human Resources - Initial Activity Analysis

FTEs Dedicated to Activities[1]



Note: FTEs based on the number of employees and not overtime hours

Sources – (1) City provided data

Disability Management

Disability management activities includes the opening and maintenance of files, correspondence, processing and reconciling of WSIB, the management of claims, ensuring compliance with policies and agreements, etc.

Recruitment

Recruitment activities include attracting, screening, interviewing, selecting and onboarding qualified employees.

Labour Relations

Labour relations activities include union negotiations, collective agreement administration and interpretation, policy and legislation compliance, labour management meetings, grievances, investigations, etc.

Policy Development and Interpretation

Policy development and interpretation activities include payroll collective agreement policy interpretation, review and updates of current policies, research of legislation and leading practices, etc.

Other

Other activities include attendance management, customer service activities, payroll setup, records management, budgeting, organizational planning and training, strategy development, benefits administration, etc.

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SSMPS Human Resources Activity Analysis

Activity	Volume[1]	Metrics
Overall Support	• Within the Police Service, the Human Resources department supports 153 Police Officers and 78 Civilians. • The Human Resources department manages two Associations (Police Association and Senior Officers Association) with three contracts (Police, Civilian, and Senior Officer).	• There are 115.5 employees supported per 1 FTE
Recruitment Onboarding/ Offboarding	• On average, the Human Resources department has filled 28 job vacancies each year for the past three years. • The Human Resources department supported 17 and 12 employee separations in 2021 and 2022, respectively.	• Equivalent to 50.1 annual job vacancies are filled per 1 FTE
Training and Development	• The Human Resources department currently offers nine different types of training sessions and workshops throughout the year. They also manage trainings for the Canadian and Ontario Police Colleges.	
Employee Relations	• On average, the Human Resources department managed 2 grievances in 2022.	• Informal conversations are utilized to reduce formal grievance processes • Equivalent to 10 grievances processes are managed per 1 dedicated FTE
Compensation and Benefits	• 231 FTEs supported	• Equivalent to 660 employees supported per 1 FTE
Performance Management	• 231 FTEs supported • In the process of re-creating new Performance Management Plans.	
Health and Safety and Disability Management	• 231 FTEs supported • On average, the Human Resources department processed 34.5 non-occupational leaves and 29.5 WSIB claims each year for the past four years.	• 32 staff leaves and WSIB claims are managed annually per 1 FTE

Note: Metrics are based on a dedicated FTE managing the volume

Sources – (1) Police Service provided data

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City Human Resources Initial Activity Analysis

Activity	City Volume[1]	Police Volume and Support[1]	Metrics
Overall Support	• The Human Resources department supports four unions (six collective agreements) within the City and the Library.	N/A	• There are 113.3 employees supported per 1 FTE
Recruitment Onboarding/ Offboarding	• On average, the Human Resources department has filled 412 job vacancies each year for the past three years. • On average, the Human Resources department has supported 272 employee separations each year for the past three years.	N/A	• Equivalent to 235.4 vacancies filled annually per 1 FTE
Training and Development	• The Human Resources department currently offers 16 different types of training sessions and workshops throughout the year.	N/A	
Employee Relations	• On average, the Human Resources department has performed 65 employee issue investigations each year for the past three years. • On average, the Human Resources department managed 18, 20, and 7 grievances in 2021, 2022, and so far in 2023.	N/A	• Equivalent to 275 investigations performed annually per 1 FTE • Equivalent to 307 annual grievance processes managed per 1 FTE
Compensation and Benefits	• 1,020 FTEs supported	N/A	• Equivalent to 881 employees supported per 1 FTE
Performance Management	• 1,020 FTEs supported	N/A	
Health and Safety and Disability Management	• 1,020 FTEs supported • On average, the Human Resources department processed 109 non-occupational and 23 WSIB employees on leave each year for the past three years. • 15 ongoing WSIB appeals currently • 18 attendance management files currently	• Act as a resource for Police disability activity (complex claims) • Share best practices with Police Human Resources team attending City training as needed • Process Police WSIB costs on a weekly basis • Process Police WSIB paper mail on a weekly basis	• Equivalent to 106 annual leaves and WSIB claims managed per 1 FTE

Note: Metrics are based on a dedicated FTE managing the volume

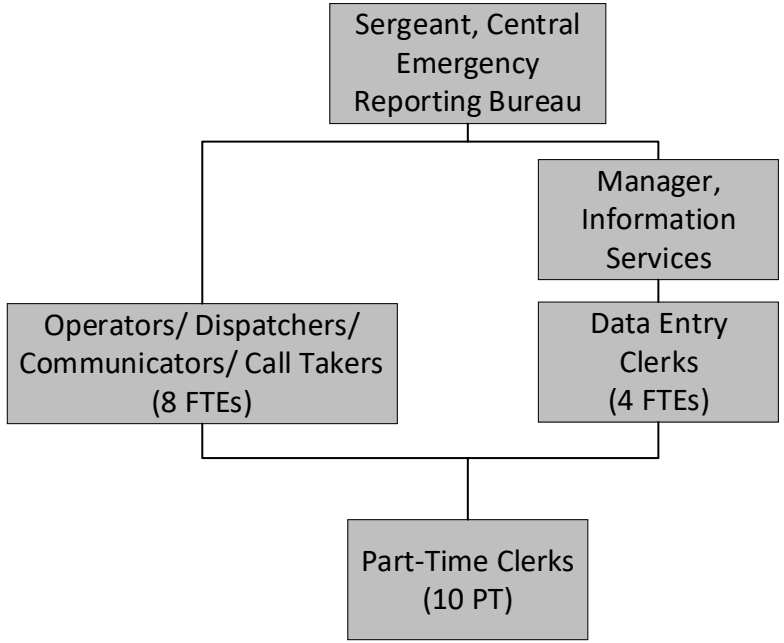
Sources – (1) City provided data

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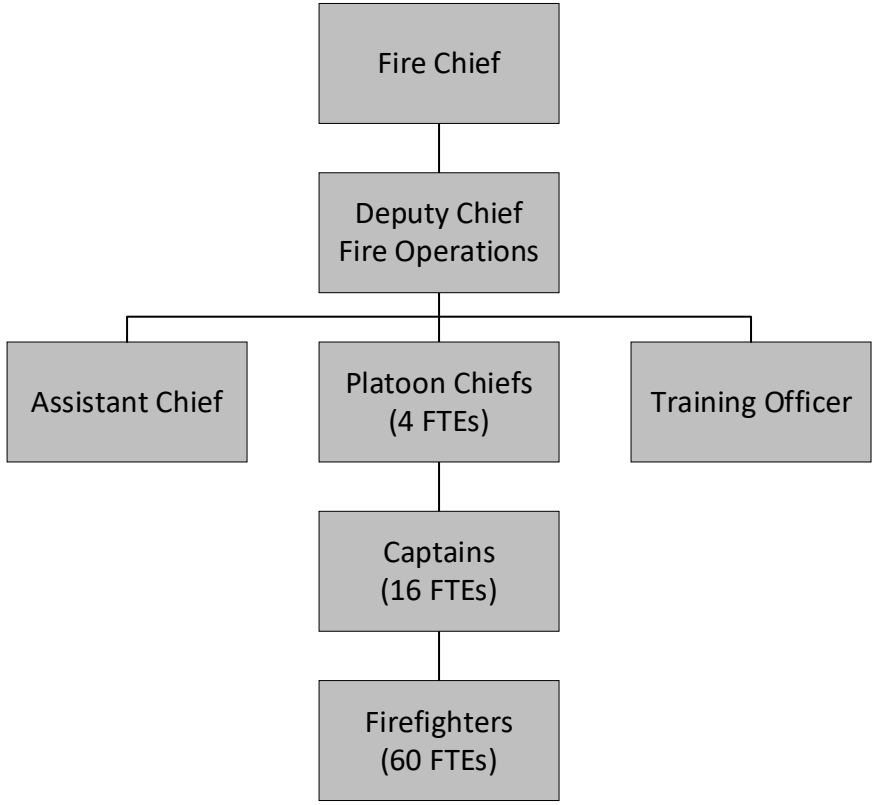
Dispatch

Dispatch Organizational Charts

Police Dispatch Organizational Chart[1]



Fire Dispatch Organizational Chart[2]



Sources – (1) Police Service provided organizational chart (2) Fire Department provided organizational chart

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Dispatch Volumes

Police Dispatch

4,627.5 per FTE

Calls per Dispatcher in 2022

Dispatch Volumes

- In 2021, Police Dispatch handled a total of 32,254 events or approximately 88 events per day. This included 3 Priority 0 and 1,030 Priority 1 events[1].
- In 2022, Police Dispatch handled a total of 31,049 events or approximately 85 events per day. This included 11 Priority 0 and 949 Priority 1 events[1].
- In 2021, Police Dispatch received a total of 35,627 calls or approximately 97 calls per day. Of these calls, 21,219 or about 60% were Police calls and 14,408 or about 40% were transferred[1].

Fire Dispatch

559 per FTE

Calls per Dispatcher in 2022

Dispatch Volumes

- In 2022, Fire received 2,236 calls, an average of 6.1 calls per day. The average elapsed time, from call time to the last unit cleared, was 0:30:24[2].
- 90% of incidents had a maximum elapsed time of 0:55:30 and 95% of incidents had a maximum elapsed time of 1:20:14[2].

Sources – (1) Police Service provided data (2) Fire Department provided data

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Appendix B: Scope of Review

Project Approach

KPMG's approach to this project was divided into five phases. Each phase was focused on the accomplishment of specific tangible objectives and activities. Below is an outline of KPMG's approach for each phase.

Phase 1: Initiation October	Phase 2: Service Inventory and Analysis October to November	Phase 3: Shared Service Opportunities November to January	Phase 4: Recommendations and Reporting December to March
Met with the Project Team to clarify expectations, clarify lines of inquiry, refine proposed work program and stakeholder engagement plan.	Performed a documentation review, conducted stakeholder interviews, identified the delivery of current services, and compared efficiencies of delivery.	Developed the potential opportunities and facilitated working sessions with the City and Police Service departments to confirm the opportunities.	Drafted recommendations based on the confirmed opportunities and developed an implementation plan. Summarized all the work completed during the previous phases and develop a final report. Incorporated feedback from the project team and presented the Final Report to Senior Leadership.

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Documents Reviewed

Throughout the project KPMG reviewed documentation provided by the Project Team and documentation discovered during desktop research to support the analysis. Below is a listing of the documentation reviewed over the course of this project.

Document Title	Document Title	Document Title
Organizational Charts	Third Quarter Financial Report – September 30, 2023	Fire Dispatch and Response Report – 2022
Police Service Dispatch and Call Volumes	911 Communicators – Performance Review Report	Police Service – Critical Standards

Stakeholders Engaged

Throughout the project KPMG engaged stakeholders to gain an understanding of the current operating environment and obtain their perspectives regarding the desired future state. Below is a listing of all the stakeholders engaged over the course of this project.

Stakeholders Engaged	Stakeholders Engaged	Stakeholders Engaged
Chief Financial Officer/ City Treasurer	Fire Chief	Director of Human Resources
Manager of Accounting	Deputy Fire Chief	Benefits and Compensation Coordinator
Manager of Purchasing	Sergeant – 911/ Central Emergency Reporting Bureau	Return to Work Coordinator
Manager of Finance		Human Resources Assistant
Manager, Finance Services SSMPS		Human Resource Manager - SSMPS

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Document Classification: KPMG Confidential

Integrity Commissioner's Report
Regarding Request for Advice

To Mayor and Council – The City of Sault Ste. Marie

Date of Report: Thursday April 4, 2024

Complaint #: 2020-1

Request for Advice – Appendix "C" to the Code of Conduct for Members of Council and Local Boards

Date Request for Advice Received: April 1, 2024, at 12:54 pm by email.

Name of Requester: Councillor Stephen Kinach

Appendix "C" – Note

On the Request for Advice Form it states that should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Advice Requested:

Councillor Kinach wrote that an issue arose from comments made by him at the Meeting of Council on March 18, 2024, about a report to Council from Tom Vair, CAO regarding the Use of Consultants for City Operations. After the Council meeting Councillor Kinach met with Mr. Vair and Mayor Shoemaker and was asked to apologize for his remarks at the next Council Meeting on April 8, 2024. Councillor Kinach then filed the written Request for Advice with the Integrity Commissioner. In this request Councillor Kinach noted his remarks were found upsetting to staff. Councillor Kinach also provided the Integrity Commissioner with several emails exchanged between himself, the Mayor and CAO regarding this matter.

Process Undertaken:

The Integrity Commissioner listened to the YouTube recording of the Council meeting of March 18, 2024, and then contacted Councillor Kinach by phone, reviewed the relevant provisions of the Code of Conduct, and discussed the matter with him.

Conclusions:

1. In making remarks at the Council Meeting of March 18, 2024, regarding the CAO's report of the Use of Consultants for City Operations, Councillor Kinach made several

remarks about staff that were found to be inappropriate and contrary to the Code of Conduct.

Findings:

1. The Integrity Commissioner finds that Councillor Kinach violated the Code of Conduct, specifically the section regarding Conduct which includes that as a representative of the city, Councillor Kinach has the duty and responsibility to treat staff appropriately and not use insulting words or expressions.

Recommendation for Sanction:

1. That Councillor Kinach apologize, at a meeting of Council, for making inappropriate remarks regarding staff.

Regards,



Antoinette Blunt MPA, CHRL, CHRE, FHRPA
Integrity Commissioner
City of Sault Ste. Marie

Appendix "C"
Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	Stephen Kinach
Address:	[redacted]
Telephone:	[redacted]
Email address:	[redacted]@gmail.com

Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)

The issue is from comments made by me at March 18, 2024 it can be found of the City YouTube page the issue can be found at roughly 1:50 into the meeting. Concerning agenda item 7.5 which I removed from the consent agenda. Also item 7.6 which I made comments on as well should be taken into consideration as a supporting argument to my comments on 7.5.

Following the meeting [redacted] I had a meeting in Mayor Shoemaker & CAO Vair where I was informed that my comments upset a senior management staff member. I was asked to apologize at next council meeting April 8th 2024 or I will reported to the Integrity Commissioner. I was initially in agreement On March 22, 2024. Over that weekend I sat down to write an apologize but I will not be able to bring myself to read it in open council. Attached is more info

Signature of Requestor: Stephen Kinach	Date received by Integrity Commissioner
Date March 31, 2024	Date reply issued

From: Stephan Kinach <s.kinach@cityssm.on.ca>
Sent: Wednesday, March 27, 2024 11:39:31 AM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; CAO Vair <cao.vair@cityssm.on.ca>
Subject: Follow Up

Hello Mayor Shoemaker and CAO Vair

After our meeting on Friday I had some time to reflect. I reached out and discussed with family, friends, former councillors and trusted Saultites from my ward and across the city.

I have written my apology. But I will not be able to read it at open council as you both asked. For following reasons:

1. From my conversations and research this would be the first time a councillor would be apologizing in open council in the Soo in such a manner. In the past there has been much worse said by past councillors which was all dealt with privately. The precedent that this would set I am not comfortable being associated with. It would have a long lasting negative impact on council's role and key responsibilities of representing the people by weakening elected official's duties.
2. As was brought up in our meeting about being worried about starting a culture of running or opening the floodgates to the integrity commissioner. I don't think that should be my responsibility or put on my shoulders. I'm not in a management role.
3. By me apologizing in open council I have no guarantee this will be the end of this issue because the next time this senior management member is offended by me or another councillor they will just go directly to the integrity commissioner.
4. While my comments were harsh they were generalized. I do not believe I crossed any lines. No one was personally targeted, threatened, slandered, or belittled. Councillors are allowed to criticize staff and this is a grey zone as you both agreed with in our meeting.

I understand that a personal apology is out of the question because of the privacy issues involved in the complaint process.

So, I would offer that our meeting on Friday addressed the complaint and going forward I will be more polished and courteous with my wording.

If that senior management member is not satisfied with the meeting we had. I would like to express my interest in consulting the integrity commissioner and weigh my options to face this issue head on.

Thank you
Stephan Kinach
Councillor Ward 4
705-989-6759

Second, it is going to be a lot less awkward for you to quickly and painlessly apologize for this than it will be for all of us to have to debate what the appropriate penalty is if the integrity commissioner finds there's been a breach of the code of conduct.

Of course, it's entirely possible that the integrity commissioner won't find a breach, but it is certain that there won't be an integrity commissioner investigation if an apology does happen.

That's all from me on this, I leave it to you to keep me posted.

Matthew Shoemaker
Mayor, Sault Ste. Marie
www.MatthewShoemaker.ca

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

SAULT STE.MARIE

From: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Sent: Wednesday, March 27, 2024 12:00 PM
To: Stephan Kinach <s.kinach@cityssm.on.ca>; **CAO Vair** <cao.vair@cityssm.on.ca>
Subject: Re: Follow Up

And David Celetti as I give it more thought.

Matthew Shoemaker
Mayor, Sault Ste. Marie
www.MatthewShoemaker.ca

Sent from mobile.

From: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Sent: Wednesday, March 27, 2024 11:55:40 AM
To: Stephan Kinach <s.kinach@cityssm.on.ca>; **CAO Vair** <cao.vair@cityssm.on.ca>
Subject: Re: Follow Up

Stephan, it's ultimately your decision but it's not the first time a Councillor will have apologized in council. I believe both Frank Fata and Ross Romano apologized, on separate occasions, for things they said either at council, in public or in the community, and that's just in the last 10 years I've been around.

Matthew Shoemaker
Mayor, Sault Ste. Marie
www.MatthewShoemaker.ca

Sent from mobile.

Thanks, Matt and Stephan, I would only add the following to your comments:

Matt has already confirmed there have been other times a Councillor has apologized and I would hesitate to use standards of the past. Much has changed in the municipal and work world and expectations are much different for today's Councillors and senior managers in the way they engage with staff and the community.

The Integrity Commissioner would make her conclusions, but I would suggest the Code of Conduct is not worded so that it has to a specific person. The comments were made in a public meeting and the request from the member of SMT was that an apology would be made in a public meeting to address them. Should the Integrity Commissioner become involved, a possible outcome is that an apology is requested.

An apology does nothing to weaken elected officials duties but it does help set the tone for how we all would like Council and staff to be treated in our communications – with respect and professionalism. There is lots of room for Council to challenge or question staff in a respectful manner that would not violate the Code of Conduct.

The comments to "just hire consultants and replace all staff", "discards us and constituents", "evidence staff is working against us and Saultites" were included in the commentary. A simple apology indicating these went too far may go a long way to addressing the situation at hand.

Thanks,
Tom

Tom Vair (he/him)
Chief Administrative Officer (CAO)
705.759.5347 cao.vair@cityssm.on.ca

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

SAULT STE.MARIE

From: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Sent: Wednesday, March 27, 2024 1:37 PM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; Stephan Kinach <s.kinach@cityssm.on.ca>; CAO Vair <cao.vair@cityssm.on.ca>
Subject: RE: Follow Up

Here's the last thing I'll say on this.

First, here are the articles I referenced below:

https://www.sootoday.com/local-news/celetti-sorry-for-using-racial-epithet-at-council-meeting-108682

https://www.thesudburystar.com/2016/08/06/sault-councillor-to-apologize-for-on-line-comments

Stephan Kinach
Councillor Ward 4
705-989-6759

From: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Sent: Thursday, March 28, 2024 11:19:22 AM
To: Stephan Kinach <s.kinach@cityssm.on.ca>; CAO Vair <cao.vair@cityssm.on.ca>
Subject: Re: Follow Up

Stephan, I don't remember a previous time when you requested the contact information for the integrity commissioner, so I am puzzled by your request for it "again" but the code of conduct has a request for advice section (Appendix C), which is at the link below.

https://saultstemarie.ca/Cityweb/media/Mayor-and-Council/CodeofConduct.pdf

Once completed it can be emailed to: ironsideconsult@outlook.com

Matthew Shoemaker
Mayor, Sault Ste. Marie
www.MatthewShoemaker.ca

Sent from mobile.

From: Stephan Kinach <s.kinach@cityssm.on.ca>
Sent: Thursday, March 28, 2024 8:49 AM
To: CAO Vair <cao.vair@cityssm.on.ca>; Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Subject: Re: Follow Up

Hello, Mayor Shoemaker and CAO Vair

It is quite obvious from both your correspondence yesterday that this issue will not be resolved internally.

I would once again like to ask for the contact information of the integrity commissioner. I would like to speak with them.

Thank you

Stephan Kinach
Councillor Ward 4
705-989-6759

From: CAO Vair <cao.vair@cityssm.on.ca>
Sent: Wednesday, March 27, 2024 2:43:16 PM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; Stephan Kinach <s.kinach@cityssm.on.ca>
Subject: RE: Follow Up

Stephan Kinach

From: Mayor Shoemaker
Sent: March 28, 2024 12:34 PM
To: Stephan Kinach; CAO Vair
Subject: Re: Follow Up

You've completely lost me. If you want to reach out to the integrity commissioner, go ahead and do so. You now have her contact info. I thought this was your intention/request.

The integrity commissioner has not yet been contacted by anyone we've spoken to. That'll likely happen after the next council meeting when an apology isn't forthcoming. Personally, I think it would be easier, cheaper, and better for you to apologize and avoid that. But the staff member Tom spoke to said if an apology was provided, they wouldn't report their complaint to the integrity commissioner. So when you don't apologize after the next meeting, we can expect that complaint will be lodged shortly thereafter.

Matthew Shoemaker
Mayor, Sault Ste. Marie
www.MatthewShoemaker.ca

Sent from mobile.

From: Stephan Kinach <s.kinach@cityssm.on.ca>
Sent: Thursday, March 28, 2024 12:20:50 PM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; CAO Vair <cao.vair@cityssm.on.ca>
Subject: Re: Follow Up

Sorry sent accidentally before I finished writing

When can I except the request for the investigation to be filed?

Stephan Kinach
Councillor Ward 4
705-989-6759

From: Stephan Kinach <s.kinach@cityssm.on.ca>
Sent: Thursday, March 28, 2024 12:17:53 PM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>; CAO Vair <cao.vair@cityssm.on.ca>
Subject: Re: Follow Up

Thank you for information
I in my last paragraph in my first email " I would like to express my interest in consulting the integrity commissioner and weigh my options to face this issue head on."

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Community Development and Enterprise Services
RE:	Dolly Parton Imagination Library

Purpose

The purpose of this report is to seek Council approval to launch a Dolly Parton Imagination Library affiliate in Sault Ste. Marie and provide funding of $5,000 from the Community Development Fund.

Background

At the July 31, 2024 Council meeting, City Council passed the following resolution:

> Whereas Dolly Parton's Imagination Library is a book gifting program that mails free, high quality books to children from birth to age five, no matter their family's income and was recently expanded to included Canadian cities; and
>
> Whereas the government of Canada website states that removing barriers to literacy would greatly improve all children's chances at success, encourage children to take more initiative, have higher self esteem, stretch their imagination, and show that books are an important way to get information; and
>
> Whereas supporting this initiative aligns with the corporate strategic goal to promote quality of life advantages within our youngest demographic; and
>
> Whereas investing in our youth is a key to continued growth within our community that will have positive impacts on our citizens for generations;
>
> Now Therefore Be It Resolved that staff review and report back to Council concerning the process of enrolling the City of Sault Ste Marie in Dolly Parton's Imagination Library;
>
> Further it be resolved that staff seek a possible partnership with not for profit organization(s) to help finance this initiative.

Analysis

An overview of the Dolly Parton Imagination Library can be found at https://imaginationlibrary.com/ca/. The web site states:

“Dolly Parton’s Imagination Library of Canada is a free book gifting program devoted to inspiring a love of reading in young children. In partnership with local community partners, enrolled children receive monthly, a high quality, age-appropriate book in the mail, free of charge.

From a Toronto stage in November of 2006, Dolly Parton enthusiastically announced the Canadian expansion of her Imagination Library. It was the first international push for the organization. Program coverage has spread across all Canadian provinces and territories, gifting over 3 million books in Canada in partnership with over 400 local program partners. Dolly Parton’s Imagination Library has been recognized for addressing social barriers to literacy.

How It Works:
The Dollywood Foundation funds and provides the infrastructure of the Imagination Library program including coordinating book selections, negotiating wholesale purchasing, mass printing, and managing a secure centralized book ordering system. The Foundation incurs the cost of the program’s administrative / overhead expenses and coordinates the fulfillment of monthly book mailing.

Local Program Partner promotes program, finds and enrolls children, secures funding and pays a small community portion per child per month. Community-raised funds go 100% to serving children in their community.

Registered children received a specially-selected book personalized with child’s name on label, mailed directly to their home every month until their 5th birthday at no cost to the child’s family.

Children can register as early as birth and receive books monthly until their fifth birthday.

Dolly Parton’s Imagination Library is a turnkey, scalable, low cost, low risk, highly effective program promoting equitable access to early childhood educational resources. The program has direct effect on the home literacy environment with families engaged in reading, school preparedness and academic achievement.

Books and reading strengthen the home environment and support natural tendencies of family who want their children to be healthy. Established reading routines have evidence-based results linking reading to healthier mental outcomes.

Based on census data and the calculator provided on the Dolly Parton Imagination Library website, Sault Ste. Marie has approximately 3,040 children in the 0-5 age group. The cost per book averages $3.85 and, with twelve books per year, the cost per child is $46 each year.

The table below outlines the cost of the program over a five-year period and includes enrollment of 100% by year five. A first-year cost estimate of the program should 20% of children enroll is $11,393.

	Reg'd Pop.	Year 1	Reg'd Pop.	Year 2	Reg'd Pop.	Year 3	Reg'd Pop.	Year 4	Reg'd Pop.	Year 5
Mth 1	5%	$380	20%	$1,522	40%	$3,043	60%	$4,565	80%	$6,086
Mth 2	6%	$484	22%	$1,660	42%	$3,181	62%	$4,703	82%	$6,225
Mth 3	8%	$587	24%	$1,798	44%	$3,320	64%	$4,841	84%	$6,363
Mth 4	9%	$691	25%	$1,937	45%	$3,458	65%	$4,980	85%	$6,501
Mth 5	10%	$794	27%	$2,075	47%	$3,597	67%	$5,118	87%	$6,640
Mth 6	12%	$898	29%	$2,214	49%	$3,735	69%	$5,257	89%	$6,778
Mth 7	13%	$1,001	31%	$2,352	51%	$3,874	71%	$5,395	91%	$6,917
Mth 8	15%	$1,105	33%	$2,491	53%	$4,012	73%	$5,534	93%	$7,055
Mth 9	16%	$1,208	35%	$2,629	55%	$4,151	75%	$5,672	95%	$7,194
Mth 10	17%	$1,312	36%	$2,768	56%	$4,289	76%	$5,811	96%	$7,332
Mth 11	19%	$1,415	38%	$2,906	58%	$4,428	78%	$5,949	98%	$7,471
Mth 12	20%	$1,518	40%	$3,045	60%	$4,566	80%	$6,088	100%	$7,609
Est. Total		**$11,393**		**$27,397**		**$45,654**		**$63,913**		**$82,171**

Five-year total under full subscription scenario **$230,528**

Councillor Angela Caputo and City staff engaged with a number of organizations related to the establishment of an affiliate of the Dolly Parton Imagination Library in Sault Ste. Marie. Those organizations included:

- Kiwanis Club of Sault Ste. Marie – The Kiwanis Club of Sault Ste. Marie had already been researching the program and agreed to contribute $5,000.
- Rotary Club of Sault Ste. Marie – The Rotary Club of Sault Ste. Marie has agreed to contribute $6,000.
- Sault Ste. Marie Public Library (SSMPL) – The Sault Ste. Marie Public Library supports the program and any initiative to encourage literacy in the community. The SSMPL is willing to promote the program within their facilities to create awareness in the community.
- Social Services (DSSAB) – Social Services will collaborate to help create awareness with families in the community that have young children eligible for the program.

With a City contribution of $5,000, a total of $16,000 will be confirmed to launch the first year of the program. From the first year, it is hoped that additional sponsors or individuals will come forward to support the growth of the program. As a project of Council, the City would be able to issue tax receipts in support of the program.

Financial Implications
The proposed source of the $5,000 for the first year of the program is the Community Development Fund – Social Equity Stream. Currently there is no annual allocation to the Social Equity Stream. For 2024, it is proposed the funding is sourced from the Economic Development Stream which currently has $935,826 and is sufficient to cover this amount.

Strategic Plan / Policy Impact / Climate Impact
This project aligns with the Corporate Strategic Plan 2021-2024 in the Community Development Focus Area – Create social and economic activity and Develop Partnerships with key stakeholders.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated April 8, 2024 concerning the Dolly Parton Imagination Library be received and that Council approve a contribution of $5,000 from the Community Development Fund utilizing the Economic Development Fund be approved.

Respectfully submitted,

Tom Vair
Chief Administrative Officer
705.759.5347
t.vair@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco, Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	2024 Tax Policy and Rates

Purpose

The purpose of this report is to provide tax rate options for 2024. Staff is seeking Council approval of the recommended option.

Background

The Long Term Tax Policy approved by Council on November 21, 2016 sets out Council's objectives in setting the annual tax policy. The fundamental purpose of the tax policy is to assist in the achievement of municipal goals and objectives by controlling the distribution of taxes between property classes. The Long Term Tax Policy recognized that significant decreases in the industrial assessment since 2007 lead to inequitable tax ratios in that class. The tax policy will be updated and provided to Council for the next reassessment cycle.

The scheduled reassessment for 2020 was deferred by the Province in the March 2020 Economic and Fiscal Update to maintain stability in the context of the emerging pandemic. The Provincial Economic and Fiscal Update 2024: Building a Better Ontario, released on March 26, 2024 stated that a property assessment and taxation review is underway and that the province-wide property reassessment will continue to be deferred until the review is completed.

Council approved the 2024 Operating Budget levy of $140,806,887 on December 11, 2023.

Analysis

In recommending a tax ratio option, staff looked at the general objectives for the 2024 tax rates based upon the Long Term Tax Policy guidelines:

- Residential class increase equal to or less than the total levy increase (4.84%)
- Proactively balance tax distribution to provide for the tax ratios of the Industrial and Commercial classes to be less than previous year
- Manage inter-class assessment shifts where possible.

Tax ratios must be set within the guidelines prescribed by the Province. The *Municipal Act* provides a range of tax policy tools to municipalities to alter the tax burdens both within and between classes. The tools provide the following options:

- Adopt the current tax ratios (starting ratios)
- Adopt revenue neutral ratios to mitigate the assessment related tax shifts between classes
    - The reassessment has been deferred by the Province, thus the assessment base remains the same as 2020, as adjusted for appeals, new assessment, etc. There are no significant tax shifts that would require revenue neutral ratios.
- Establish a new ratio that is closer to or within the Range of Fairness (alternative ratios)

Summary of Tax Ratio Options:

Starting Ratios
The current ratios, or starting ratios, reflect a residential tax increase that is less than the total levy increase, and reduces the commercial and industrial tax ratios slightly. The levy restriction naturally decreases the tax ratio for the Commercial and Industrial classes, which aligns with the objective of decreasing the ratios over time.

Revenue Neutral Ratios
Without significant assessment base shifts in 2024, this scenario is not applicable.

Alternative Ratios
The 2023 assessment growth of 0.79% was higher than the 5-year average of 0.52% thus providing an opportunity to proactively reduce the Industrial and/or Commercial classes. Proactive movement of class ratios closer to the Range of Fairness could not be accomplished without impacting the other tax classes detrimentally. Increasing the residential rate to equal the levy increase to further reduce the Industrial class and the commercial class causes the multi-residential class to be in excess of the levy increase. This does not align to the objectives of the Rental Housing Community Plan to attract significant investment and increase the tax base in the multi-residential class, and hence additional housing units.

It is difficult to recommend alternative ratios that would increase the residential class higher than the starting ratio minimum rate of 4.28%. With inflation still impacting all taxpayers, increasing property taxes to the residential class, which carries 65% of the tax burden, will decrease tax affordability in the community.

The above analysis does not include the effect of education taxes, which the City collects on behalf of the Province, or tax capping. Tax capping has in-class

implications and does not affect the overall tax ratios of the classes. The tax capping recommendations and by-law appear elsewhere on the agenda.

Staff is recommending the Starting Ratio Scenario as it will minimize the impact to the residential and multi-residential classes and still maintain a decrease in the tax ratios for the Industrial and Commercial classes.

The dollar and percentage tax change for the median property (midpoint) for various property types are shown in Appendix A. Under recommended Starting Ratio Scenario, 86.5% (2023 – 83.8%) of the residential properties will increase $17.67 (2023 – $17.75) per month or less for municipal taxes.

Financial Implications
The setting of the 2024 tax rates does not affect the levy requirement for 2024. The only implication is the distribution of the levy amongst the tax classes.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-Laws 2024-50, 2024-51, 2024-52 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
2024 TAX RATE SCENARIOS

Appendix A

2024 Levy Increase	4.84%
Less: 2023 Municipal Revenue Change from Assessment Growth	1.01%
Other Adjustments	-0.07%
Tax increase	**3.76%**

			Starting Ratios					Alternate Ratio: Decrease to Commercial - Provincial Threshold 1.98					Alternate Ratio: Residential at levy increase % with decrease to Commercial at Provincial Threshold 1.98 and remaining decrease to Industrial				
Class	**2023 Tax Ratios**	**% of tax**	**Municipal**	**Chg from 2023 after growth**	**Tax Ratio**	**Change from 2023 ratio**	**% of tax**	**Municipal**	**Chg from 2023 after growth**	**Tax Ratio**	**Change from 2023 ratio**	**% of tax**	**Municipal**	**Chg from 2023 after growth**	**Tax Ratio**	**Change from 2023 ratio**	**% of tax**
Taxable																	
Residential	1.000000	65.3%	92,014,380	4.28%	1.000000	0.000	65.3%	92,085,153	4.36%	1.000000	0.000	65.4%	92,511,249	4.84%	1.000000	0.000	65.7%
New Multi-residential	1.082000	0.002	346,377	4.37%	1.082000	0.000	0.2%	346,653	4.45%	1.082000	0.000	0.2%	348,258	4.94%	1.082000	0.000	0.2%
Multi-residential	1.082000	5.5%	7,696,196	4.37%	1.082000	0.000	5.5%	7,702,343	4.45%	1.082000	0.000	5.5%	7,737,996	4.93%	1.082000	0.000	5.5%
Com. Occupied	2.015884	16.1%	22,615,904	2.48%	1.973194	-0.043	16.1%	22,533,516	2.10%	1.931018	-0.085	16.0%	22,637,817	2.58%	1.931018	-0.085	16.1%
Com. Exc. Land	1.411119	0.1%	108,079	2.41%	1.381236	-0.030	0.1%	107,692	2.05%	1.351713	-0.059	0.1%	108,191	2.52%	1.351713	-0.059	0.1%
Shopping Occ.	2.139993	3.5%	4,971,843	2.50%	2.094675	-0.045	3.5%	4,953,618	2.12%	2.049902	-0.090	3.5%	4,976,549	2.59%	2.049902	-0.090	3.5%
Shopping Exc.	1.497995	0.0%	0	0.00%	1.466273	-0.032	0.0%	0	0.00%	1.434931	-0.063	0.0%	0	0.00%	1.434931	-0.063	0.0%
Office Occupied	2.802426	0.5%	762,332	2.50%	2.743080	-0.059	0.5%	759,538	2.12%	2.684448	-0.118	0.5%	763,054	2.59%	2.684448	-0.118	0.5%
Office Exc. Land	1.961698	0.0%	0	0.00%	1.920156	-0.042	0.0%	0	0.00%	1.879114	-0.083	0.0%	0	0.00%	1.879114	-0.083	0.0%
Parking/Vac. Land	1.490401	0.4%	567,663	2.49%	1.458839	-0.032	0.4%	565,589	2.11%	1.427657	-0.063	0.4%	568,206	2.58%	1.427657	-0.063	0.4%
Ind. Occupied	4.335648	2.1%	2,973,415	2.34%	4.243835	-0.092	2.1%	2,981,079	2.60%	4.243835	-0.092	2.1%	2,815,907	-3.08%	3.990103	-0.346	2.0%
Ind. Exc. Land	2.818171	0.0%	44,376	2.31%	2.758493	-0.060	0.0%	44,490	2.57%	2.758493	-0.060	0.0%	42,025	-3.11%	2.593567	-0.225	0.0%
Ind. Vac. Land	2.818171	0.2%	266,760	2.48%	2.758493	-0.060	0.2%	267,454	2.74%	2.758493	-0.060	0.2%	252,636	-2.95%	2.593567	-0.225	0.2%
Large Ind. Occ.	7.700229	5.3%	7,521,795	2.50%	7.537165	-0.163	5.3%	7,541,408	2.76%	7.537165	-0.163	5.4%	7,123,586	-2.93%	7.086531	-0.614	5.1%
Large Ind. Exc.	5.005149	0.0%	19,321	2.50%	4.899157	-0.106	0.0%	19,371	2.76%	4.899157	-0.106	0.0%	18,298	-2.93%	4.606245	-0.399	0.0%
Landfills	1.884024	0.0%	0	0.00%	1.884024	0.000	0.0%	0	0.00%	1.884024	0.000	0.0%	0	0.00%	1.884024	0.000	0.0%
Pipelines	2.093910	0.6%	876,980	3.72%	2.093910	0.000	0.6%	877,495	3.78%	2.093910	0.000	0.6%	881,544	4.26%	2.093910	0.000	0.6%
Farm	0.250000	0.0%	10,309	3.92%	0.250000	0.000	0.0%	10,315	3.99%	0.250000	0.000	0.0%	10,363	4.47%	0.250000	0.000	0.0%
Managed Forests	0.250000	0.0%	11,154	3.76%	0.250000	0.000	0.0%	11,161	3.82%	0.250000	0.000	0.0%	11,213	4.30%	0.250000	0.000	0.0%
Total Taxable			**140,806,882**	3.76%				**140,806,875**	3.76%				**140,806,893**	3.76%			

Median/Typical Property	2024 CVA	% CVA change *	$ Tax Change	% Tax Change	$ Tax Change	% Tax Change	$ Tax Change	% Tax Change
Single Family Dwelling	197,000	0.00%	$134.91	4.37%	$137.48	4.45%	$152.42	4.94%
Apartment Building	1,585,000	0.00%	$1,174.42	4.37%	$1,196.83	4.45%	$1,326.82	4.94%
Small Office Building	320,000	0.00%	$247.39	2.50%	$210.17	2.12%	$257.01	2.59%
Small Retail Commercial Property	207,000	0.00%	$160.04	2.50%	$135.95	2.12%	$166.25	2.59%
Standard Industrial Property	647,000	0.00%	$1,075.81	2.50%	$1,190.95	2.76%	($1,262.13)	-2.93%

*Reassessment scheduled for 2021 was postponed by Province, no confirmation on date of reassessment.

The median or typical property in each group represents a property with an assessed value at or near the midpoint or median for the group and a per cent change in assessment for the year at or near the median for the group.

Excludes Capping and Education taxes

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco, Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	2024 Property Tax Capping Options

Purpose

Municipalities in Ontario are required to pass a by-law annually to adopt optional tools for the purposes of administering limits for the non-residential tax classes. The purpose of this report is to seek Council approval of the by-law.

Background

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on properties experiencing an increase in value. In other words, decreasing property owners fund the increasing properties’ cap on their tax increases. If there is not enough room in the properties being clawed back to finance the capped properties then a shortfall occurs which is funded by general revenue, reserves or all other classes.

The caps established are not intended to be permanent. The ultimate goal is eventually to have all properties at their Current Value Assessment (CVA), which under the current property tax system is the fairest measure. The Province has added additional tools to assist municipalities reaching the objective of CVA and thus exiting from capping permanently. Generally, this will involve shifting the tax burden amount properties within the affected property class.

Analysis

In setting the objectives and tax capping options is should be recognized that properties with assessment increases will also have protection from large assessment changes by the four-year phase-in, as well as capping. For 2024,

reassessment has been again deferred by the Province, so there will be no phase-in impact. It should also be noted that tax ratios are systematically decreasing the tax burden in the industrial and commercial sector due to levy restriction.

Staff's objectives in establishing the capping options were:

- To utilize tools that will assist in reaching the goal of CVA tax and thus exit capping in the non-residential property classes in the future (i.e., a greater percentage of properties will reach CVA)
- To find an acceptable balance to allow decreasing properties to realize their tax decrease while not transferring excessive burden in one year to increasing properties
- Mitigate shortfalls in financing capped properties from the claw back properties

Currently Sault Ste. Marie's Industrial and Commercial classes are subject to capping. The following options may be used singularly or in combination with other options:

- The amount of the annual cap can be set to a maximum of 10% of last year's capped taxes
- A minimum cap of 5% of the prior year CVA tax can be implemented
- Properties that would receive a cap credit of $500 or less can be moved directly to CCA tax
- Properties that would be subject to a claw back of $500 or less can be moved directly to CVA tax
- Exempt properties from the capping calculation where the previous year's capped taxes for the property equal to the uncapped taxes for the year
- Exempt properties from the capping calculation where the previous years capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes or vice-versa

The available options were reviewed for each of the classes and compared to the status quo (options used in 2023). Staff is recommending the maximum use of capping tools be utilized for the commercial classes, which is the same as 2023. This is the third year of the four-year phase out to permanently exit capping for the commercial class. Staff is recommending the maximum use of capping tools be utilized for the industrial classes as well. The Industrial class will now enter the first year of the four-year phase out to permanently exit capping. These options will provide more properties to retain their decreases, as well as decrease the amount of properties subject to capping. Properties not subject to capping are taxed at CVA.

Financial Implications

The setting of the property tax capping does not affect the levy requirement for 2024.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-49 appears elsewhere on the agenda and is recommend for approval.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TAX CAPPING OPTION - 2024

	Commercial	Industrial	
	Status Quo/ Recommended	Status Quo	Recommended
Annualized Tax Limit	10%	10%	10%
Prior Year CVA Tax Limit	10%	5%	10%
CVA Tax Threshold - Increasers	$500	$500	$500
CVA Tax Threshold - Decreasers	$500	$500	$500
Exclude Properties Previously at CVA Tax	Yes	Yes	Yes
Exclude Properties that Move from Capped to Clawed Back	Yes	Yes	Yes
Exclude Properties that Move from Clawed Back to Capped	Yes	Yes	Yes
Exclude Reassessment Increase	N/A	N/A	N/A
Capping phase out	Year 3 (1/2)	No	Year 1 (1/4)
Clawback (%Claw)	0.000000%	46.931638%	35.876317%
Decrease Retained (%Decr)	100.000000%	53.068362%	64.123683%
Cost of Capping	$ -	$ (31,614)	$ (23,711)
Clawback Amount	$ -	$ 31,614	$ 23,711
Net Class Impact	$ -		$ -
Capped/Protected by Annualized Tax Limit	0	8	0
Capped/Protected by CVA Tax Limit	0	0	8
Tax Above CVA Tax due to Clawback	0	3	2
Total Subject to Capping	0	11	10

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Selected Granular Materials – Public Works

Purpose

The purpose of this report is to obtain Council approval for the supply of Selected Granular Materials as required by Public Works and Engineering Services for the 2024 and 2025 seasons.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place on March 13, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Superintendent, and Director of Public Works, taking into consideration pit locations; job requirement locations; and prices. The tendered pricing has been indicated on the summary attached.

It has been determined that issuing a standing order to each firm, and using the different pit locations with reference to the job site location, along with the lowest tendered price will best suit the construction needs of Public Works.

Also included on the summary is the tendered pricing submitted by the sole supplier for alternative granular products for which there is a need in certain construction applications. (per 22.3.a – manufacturer of by-products)

Financial Implications

Funding for the purchase of various granular materials as required will be drawn from various construction accounts.

During the 2024 Budget deliberations, Council approved funding in the amount of $125,000 for granular materials.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning Granular Materials as required by Public Works be received and that the tender for the supply of selected granular materials for the 2024 and 2025 seasons be awarded to Pioneer Construction and Possamai Construction on an as required basis and by lowest cost rating per job;

Further the tender for the supply of alternate slag materials for a period of one year be awarded to Inter-Ontario Equipment Rental and Repair Ltd. on an as-required basis and by unit costs quoted on a sole source basis.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: DRAWN FROM VARIOUS CONSTRUCTION ACCOUNTS

RECEIVED: March 13, 2024
FILE: #2024PWE-PWT-04-T

SUMMARY OF TENDERS
GRANULAR MATERIALS (PRICES AT PITS)

Description	PIONEER CONSTRUCTION INC. SAULT STE. MARIE, ON		POSSAMAI CONSTRUCTION SAULT STE. MARIE, ON		INTER-ONTARIO EQUIP. SAULT STE MARIE, ON
	First Year Firm Pricing per Tonne	**Second Year Firm** Pricing per Tonne	**First Year Firm** Pricing per Tonne	**Second Year Firm** Pricing per Tonne	One Year Firm Pricing Per Tonne (Alternate-Slag Products)
Granular "B"	$8.10	$8.10	$8.45	$9.45	
22.4 mm Granular "A"	$14.75	$14.75	$14.25	$15.25	Granular "A" 7/8" Minus $8.80
Sewer Bedding and Cover Material	$11.10	$11.43	$10.75	$11.75	
37.5 mm Clear Stone	$36.15	$37.24	$37.25	$38.25	Nut Slag (7/8" x 2-1/2") $8.35
Pit Location:	845 Old Goulais Bay Road		Maki Road Pit or 1183 Old Goulais Bay Road		

Note: Applicable taxes are extra. Transportation of material at additional cost by the City's forces.
Orders will be issued to the Bidder only after the lowest cost rating is determined by using their tendered prices plus transportation costs to each City job site as required
It is my recommendation that Standing Orders be issued to all Vendors for a 2-year period, with no guarantee to any one firm.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

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

Purpose

The purpose of this report is to obtain Council Approval for the supply and delivery of one tandem plow/sander combo as required by Public Works and Engineering Services.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on February 27, 2024 within the e-bidding system.

Analysis

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

Financial Implications

The total purchase price for this equipment from TMS Truck Centre Ltd., is $404,376 including non-rebatable HST.

During the 2024 Budget deliberations, Council approved the allocation of $3,404,000 for Public Works Equipment which included the purchase of this unit.

The purchase amount can be accommodated within the remaining balance of this funding allocation.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning equipment purchase as required by Public Works be received, and that the tender for the supply and delivery one tandem plow/sander combo be awarded

TMS Truck Centre Ltd. at their low price, meeting specifications, of $397,382.00 plus HST.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: February 28, 2024
File: 2024PWE-PWT-07-T

SUMMARY OF TENDERS
ONE (1) 66,000 GVW TANDEM PLOW/SANDER COMBO

Firm	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Kenworth Toronto Ltd. Concord, ON	2025 Kenworth T480	225 w/days	2 year drive train	$399,923.00	Does not meet specifications
Rush Truck Centres of Canada Sault Ste. Marie, ON	2025 International HV607	150 w/days	2 year drive train	$384,051.97	Does not meet specifications
TMS Truck Centre Ltd. Sault Ste. Marie, ON	2025 Western Star 47X	250 w/days	5 yrs/241,500 km	$397,382.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $404,375.92
It is my recommendation that the tendered prices, submitted by TMS., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Roberta Bondar Marina Port Fendering - CDES

Purpose

The purpose of this report is to obtain Council approval for the supply and installation of marina port fenders at Roberta Bondar Park as required by Community Development and Enterprise Services.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place on March 20, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Supervisor of Community Services – Recreation and Culture, and the low tendered price, meeting specifications, has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from Howard Avery Construction, is $158,750 (HST being fully rebatable).

During the 2024 Budget deliberations, Council approved the allocation of $182,000 for completion of this project.

Strategic Plan / Policy Impact / Climate Impact

Upgrades of Existing Infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning marine port fendering as required by CDES be received and that the tender be awarded to Howard Avery Construction at their low price, meeting specifications, of $158,750.00 plus HST.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: March 20, 2024
File: 2024CDE-CS-MA-01-T

SUMMARY OF TENDERS
ROBERTA BONDAR MARINA PORT FENDERING

Firm	Total Tendered Price (HST extra)	Remarks
Gardiner Marine Ltd. Richards Landing, ON	$187,500.00	Meets Specifications
Howard Avery Construction Sault Ste. Marie, ON	$158,750.00	Meets Specifications
Shoreline Restoration Ltd. Eden, ON	$353,000.00	Meets Specifications
Steel Speed Civil Inc. Sault Ste. Marie, ON	$298,470.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $158,750 HST being fully rebatable
It is my recommendation that the tendered price, submitted by Howard Avery Construction, be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

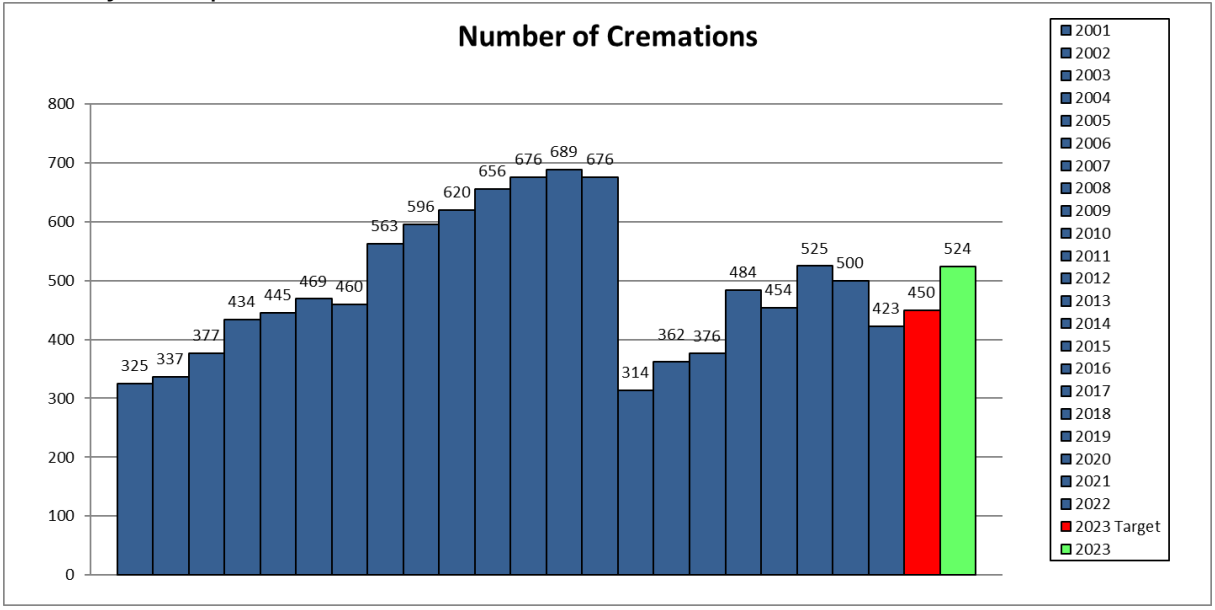
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Emission Monitoring Equipment for the Crematorium

Purpose

The purpose of this report is to seek Council approval to utilize the Cemetery reserve to replace the emission monitoring equipment for the cremator that has failed.

Background

The City Crematorium has been in operation since 1970 and serves local funeral homes and others in the Algoma Region. The crematorium operates Monday to Friday, and half-days on Saturdays. On average 485 cremations are performed annually as depicted below.



Analysis

The Crematorium has had investment to maintain the asset.

Year	Item	Amount
2022	Cemetery Site – chimney	$35,000
2023	Cremator Reline	$75,000
		$110,000

Staff have confirmed that the emission monitoring equipment for the crematorium (motherboard) has failed. The monitoring equipment is required for long term operations to ensure emissions into the atmosphere are controlled.

There are two options to consider addressing the situation.

1. Repair the motherboard control unit at an estimated cost of $5,000.
2. Purchase a new Emissions Monitoring unit at an estimated cost of $20,000.

Staff are recommending proceeding with option two as the standard life of monitoring equipment is fifteen years and the unit in place is twenty-two years old.

Financial Implications

The uncommitted Cemetery reserve presently has an amount of $179,019 and can accommodate this request.

Strategic Plan / Policy Impact / Climate Impact

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

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

Climate Impact – The recommendation supports the protection of the environment through the monitoring of emissions.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated April 8, 2024, concerning Emission Monitoring Equipment for the Crematorium be received and that the purchase of a new emissions monitoring unit at an estimated cost of $20,000 be authorized utilizing funds from the Cemetery Reserve.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Delegated Authority Parking Officers

Purpose
The purpose of this report is to request approval of a delegated authority by-law which appoints the Director of Community Services, or designate, to appoint Municipal Law Enforcement Officers to regulate parking on public property and private lots.

Background
Each time an officer retires or resigns, and a new employer is hired, or a private lot changes ownership, By-laws 2022-58, 93-165 and 90-305 require amendment by repealing and replacing a Schedule that contains names of appointed officers.

Analysis
It would be a more appropriate use of Council's time to delegate authority to staff to appoint and maintain a registry of active officers. The proposed by-law would achieve this goal and ensure transparency by making the list available to the public.

Financial Implications
There is no budgetary impact.

Strategic Plan / Policy Impact
This is an operational activity not articulated in the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-60 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Service
Community Development & Enterprise Services
(705)759-5314
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Seniors Active Living Transit Pilot Update

Purpose

The purpose of this report is to seek Council approval to make the Seniors Active Living Transit pilot permanent.

Background

At a Council meeting dated July 31, 2023, the following resolution was passed.

> Resolved that the report of the Director of Community Services dated July 31, 2023 concerning the Seniors Active Living Transit Pilot be received and that the six-month pilot be approved.

The pilot program ran from September 1, 2023, until February 29, 2024. The pilot project introduced a reduced bus pass for seniors aged 55 and above. It has not only provided affordable transportation for accessing seniors recreational programming but has also significantly increased awareness of the user-friendly services offered by Transit. 146 discounted bus passes were sold during the pilot. The pilot provided increased access to programming for some seniors who do not drive and promotes an easy-to-use service that is accessible to all seniors.

Analysis

Combining affordable transportation readily available with seniors programming has empowered seniors to participate in various recreational programs offered by our Recreation and Culture Division. By alleviating financial barriers, seniors can now access essential services and engage in social and recreational activities with greater ease. The extension of this program would not only continue to provide the affordability for seniors but would also provide the convenience of purchasing the bus pass at the same time and location of their Active Living programs.

This initiative fosters community engagement, promotes mental and physical well-being, and enhances overall quality of life for seniors, ultimately contributing to a more inclusive and vibrant municipality. The initiative of the discounted pass and service offering will continue to provide ongoing information to users through the centres, during information sessions and program schedules.

Staff are recommending making the pilot permanent which includes the following:

a. Any senior wishing to take the bus to any seniors program will receive a senior 12-ride pass at $6.00 which represents a discount of 72% off the regular price of $21.25.
b. Passes will be made available at both Senior Active Living Centres (Bay Street and Northern Community Centre) for ease of use.

Financial Implications
The financial impact is estimated to be less than $3,000 and can be accommodated within the existing operating budget.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways:

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner;
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens;
- Additionally, it is in alignment with promoting municipal services and the development of community partnerships and providing accessible services to our diverse community.

Relating to Climate Impact, promoting Transit Services will decrease the need for personal vehicle use in the community, and contribute to the reduction of emissions, which aligns with actions in the transportation pillar of the Sault Ste. Marie Community Green House Gas Reduction plan: 2020 – 2030.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated April 8, 2024, concerning the Seniors Active Living Transit Update be received and that the following be approved:

- Any senior wishing to take the bus to any seniors program will receive a senior 12-ride pass at $6 which represents a discount of 75% off the regular price of $21.25.
- Passes will be made available at both Senior Active Living Centres (Bay Street and Northern Community Centre).

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Increase for Sand Filters John Rhodes Community Centre Pool

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Purpose

The purpose of this report is to obtain Council approval for an increase to the sand filter replacement work related to piping and equipment John Rhodes Community Centre (JRCC) Pool, including approval regarding funding reallocation request.

Background

Following a Request for Quotation October 2023, the quotation submitted by Ainsworth for supply and installation replacement of two of the five sand filters at JRCC Pool at purchase of $68,968.48 including non-rebatable HST was approved. Funding allocation was from 2023 approved Capital Budget of $60,000 for JRCC pool piping and equipment, and the shortfall of $8,968.48 by CAO approved fund transfer from 2021 Capital Budget JRCC ice makeup air unit.

Installation was scheduled for late Spring/Summer 2024.

Analysis

Upon inspection it was determined that the remaining three filters were in worse condition than initially expected. It is in the best interest of the City to increase the scope of upcoming work to replace all five sand filters simultaneously, protecting a well-used asset.

This request is in accordance with Purchasing By-law 7.3 a) Scope of Work Change Orders requiring approval for Financial Values.

Financial Implications

A quotation for the remaining three filters of $107,874 which includes non-rebatable HST, has been submitted by Ainsworth.

In order to procure these remaining filters (supply and installation), staff are recommending the cancellation of the GFL foundation work of $100,000 and reallocating the funding (Asset Management Reserve) to this initiative. The

foundation work will appear in a future budget for Council's consideration. The shortfall of $7,874 will be funded from JRCC Operational Maintenance Budget.

Strategic Plan / Policy Impact / Climate Impact
Upgrade of Existing Infrastructure is included in the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 8, 2024 concerning sand filters supply and installation as required by Community Development and Enterprise Services for the John Rhodes Community Centre pool be received and that the purchase be awarded to Ainsworth at their quoted price of $107,874 plus HST;

Further, that the funding of $100,000 from GFL foundation work be reallocated to the John Rhodes Community Centre pool sand filters work and the balance to come from JRCC Operational Maintenance Budget.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Lease Contract Extension – Superior Osteo Postural Clinic Inc.

PURPOSE

The purpose of this report is to provide information on exercising the option to extend the current lease for Superior Osteo Postural Clinic Inc. at the John Rhodes Community Centre for one year.

BACKGROUND

The original agreement of the training area at the John Rhodes Community Centre was dated May 06, 2019, between the City and Superior Sports Training Inc. An Amending and Extension Agreement was approved between the City and Superior Osteo Postural Clinic Inc on May 5, 2023. The term of this agreement expires on May 5, 2024, with the option to extend permitted under section 6.9 of the original Agreement.

ANALYSIS

The City is prepared to renew under the same terms and conditions until May 5, 2025, exercising the year-to-year extension option of the contract. The City is recommending adding CPI to the rent payment for the extension period which the proponent has agreed to.

FINANCIAL IMPLICATIONS

The City received $6,803 (now $7,007) in rent and approximately $3,500 in property taxes annually.

STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT

This assists to promote, encourage and lead economic and social growth within our community through the development of community partnerships.

Assists in eliminating barriers to business and streamlining processes to aid in delivering excellent and equitable customer service.

RECOMMENDATION
It is therefore recommended that Council take the following action:

The relevant By-law 2024-36 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rick Van Staveren, Director, Economic Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Millworks Lease Expiration

Purpose

The purpose of this report is to seek Council direction for the expiring Millworks Lease Agreement (set to expire April 30, 2024). Options are to accept the proposed increase or relocate to a new location.

Background

A three-year lease agreement dated March 29, 2021 with 1188004 Ontario Inc. for the Millworks Centre for Entrepreneurship situated at 83 Huron Street is set to expire on April 30, 2024. The facility operates as a Small Business Entrepreneurship Centre (SBEC) funded by the Ministry of Economic Development, Job Creation and Trade and the City of Sault Ste Marie. The mandate of the SBEC is to deliver provincially administered programs for entrepreneurs, which include workshops, training courses, business planning, Summer Company (student summer business grant program) and Starter Company Plus program (entrepreneur grant program). In 2023 Millworks conducted over 300 start-up consultations, assisted in 74 small business start-ups and hosted 21 workshops serving 565 attendees. The location also provides incubator services to local entrepreneurs, which include providing a business mailing address, shared workspaces, office equipment, meeting rooms and private office rentals for a fee.

Analysis

Millworks occupies 5,000 square feet at this location, and the negotiated rate for the three-year term from May 1, 2021, to April 30, 2024, is $17 per square foot. 1188004 Ontario Inc. was contacted on January 29, 2024, to advise them of the upcoming lease renewal. On March 7, 2024, 1188004 Ontario Inc. responded to the Legal Department that they are seeking $25.20 per square foot for the renewal. This represents an increase of $8.20 per square foot over the current rate of $17 per square foot. Staff has looked to the local lease market to identify current market rates and identify if suitable space was available at a lesser rate that would allow the City to maintain operations without increasing cost and maintain service levels to the public. Several options were assessed based upon cost per square foot, location, size, and suitability for SBEC operations and incubator services. Staff has

identified an alternate location that is in a preferred location downtown, is slightly smaller in size (4470 sq. ft.) but is suitably configured.

Financial Implications / Policy Impact
The financial implications are as follows. All numbers cited include GST, cleaning services, parking, and common area maintenance. Proposed term is three years.

Millworks

Current: $108,927.48

Proposed: $153,780.00

New Location

Proposed: $104,022.00

Annual Saving: $44,852

Moving and setup costs have been quoted at $26,990 plus a contingency of 10% ($2,699) totalling $29,689, which will be drawn from the Facilities Maintenance reserve where Millworks has funds totalling $59,282.65 available.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated April 8, 2024 concerning Millworks Lease Expiration be received and that staff enter into a three-year lease with the newly proposed location at the rate of $104,022 per annum inclusive utilizing funds from the Facilities Maintenance Reserve Fund (not to exceed $29,689.05).

The relevant By-law 2024-54 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	ICIP Amending Agreement for Transit

Purpose

The purpose of this report is to seek Council approval to amend the transfer payment agreement for the Investing in Canada Infrastructure Program (ICIP).

Background

On March 14, 2018, Ontario signed an Integrated Bilateral Agreement (IBA) with the federal government for $11.8 billion in federal funding under the Investing in Canada Infrastructure Program (ICIP) across four streams:

- Public Transit $8.3 billion
- Green Infrastructure $2.8 billion
- Community Culture and Recreation $407 million
- Rural and Northern $250 million

For the Public Transit stream, the IBA included $8.3 billion of federal and $7.3 billion of provincial funding that could support transit projects in Ontario for up to 96 municipalities and Metrolinx. The City of Sault Ste. Marie was approved for $43,354,392 over eight years (2019-2026) with the City share being $11,610,622. Furthermore, on February 10, 2021, Ottawa announced permanent $3-billion-a year transit transfer to cities, starting in 2026. Prime Minister Justin Trudeau announced plans for the federal government to spend $14.9 billion over the next eight years on public transportation projects across the country.
https://www.cbc.ca/news/politics/trudeau-transit-fund-1.5908346

At the January 25, 2021 Council meeting the following resolution was approved:

> Resolved that By-law 2020-13 being a by-law to authorize the execution of the agreement between the City and Her Majesty the Queen in right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario for the Investing in Canada Infrastructure Program-Public Transit Stream be passed in open Council this 25th day of January 2021.

This allowed the City to submit claims for approved projects to date. On March 29, 2021, Council approved the remaining allocation of funds for priority Transit items for the five year time frame from 2022 to 2026.

Analysis

City staff continue to prioritize Transit procurement items which are presented annually during budget deliberations. Staff continue to liaise with the Ministry of Transportation (MTO) as well as the Ontario Provincial Transit Association (OPTA) on the funding process. For projects to be eligible, they must meet at least one of the following outcomes, including:

- improved capacity of public transit infrastructure;
- improved quality and/or safety of existing or future transit systems; and
- improved access to a public transit system.

During 2024 budget deliberations the following projects were approved.

CDES	Transit - Electric Supervisor Vehicle with Charger	175,000
CDES	Transit - Electrical Upgrades and Charging Unit	825,000
CDES	Transit - Solar Panels for Roof	3,100,000
CDES	Transit - Ticket Vending Machines	300,000

Staff were notified on February 16, 2024, with respect to the amending agreement (Appendix A). Instead of completing a second TPA, MTO created an amendment, adding the newly approved projects to those previously approved.

Staff are recommending the amending agreement as presented.

Financial Implications

Staff's continued goal is to maximize the $43,354,392 ($11,610,622 City share 26.67%) in available grant funding to the City subject to annual budget approval. For the years 2019 to 2021, the City approved $13,525,000 in expenditures of which the City share was $3,457,118.

For the years 2022-2026, the City has requested $24,052,785 through ICIP (with the City will be responsible for $6,414,878). This equates to approximately $1,280,000 on an annual basis for budgetary purposes. The current 2024 approved budget allocation of $1,170,000 is less than the average requirement to maximize the grant funding and may impact the completion of the projects recommended.

Strategic Plan / Policy Impact / Climate Impact

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

- The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – "New infrastructure is essential to the City's growth, economic development, citizen safety and quality of life";
- It supports the Community Development and Partnership focus of

Maximizing Economic Development and Investment with the commitment to maintain financial viability;

- Further the project ties into the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society”;
- Finally, the project aligns with the Quality-of-Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

Climate Impact
Travelling by public transportation uses less energy and produces less emissions by encouraging group transportation, which is a key mitigation strategy to reducing the impacts of climate change.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-38 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
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Ontario

Ministry of Transportation
Transit Division

777 Bay Street, 30th Floor
Toronto ON M5G 2E5

Ministère des Transports
Division des transports en commun

777 rue Bay, 30e étage
Toronto ON M5G 2E5

February 15, 2024

Rachel Tyczinski
City Clerk
The Corporation of the City of Sault Ste. Marie
r.tyczinski@cityssm.on.ca

Dear Rachel Tyczinski:

As you may know, the term for the allowable construction end date under the Investing in Canada Infrastructure Program (ICIP): Public Transit stream has been extended from October 31, 2027, to October 31, 2033. To enact this extension, and implement other minor changes to the program, an amending agreement to the ICIP: Public Transit Stream Transfer Payment Agreement is required.

Please find enclosed Amending Agreement No. 1 (Amending Agreement) to the ICIP: Public Transit Stream Transfer Payment Agreement. This Amending Agreement includes, but is not limited to, the following amendments:

1. Extending the date of the Agreement until March 31, 2035.
    - The allowable construction end date of the program has been extended to October 31, 2033. Costs may be considered eligible if they are incurred on or before this date.

2. Updating the Project Description, Budget and Timelines (Sub-schedule C.1) and Project Tier Classification and Other Information (Sub-schedule D.1) to align with project modifications and/or newly approved projects if applicable. Note that in some cases project descriptions for both newly added and previously approved projects have been modified to focus information on the primary assets of the project. Please review this information for accuracy and notify MTO for any necessary revisions. **Please do not edit the agreement**.

3. Adding two new certificate forms for municipalities to utilize to allow Independent Certifiers, rather than Independent Engineers, to confirm progress and completion of bus procurement projects. Recipients may request to use the new certificate forms instead of the Independent Engineer certificate forms, if applicable. The request is **subject to prior approval from the Province**. Refer to Appendix A for a full list of Requests for Payment and Payment Procedures

…/2

(Schedule J) Forms.

4. Providing added clarity to the Provincial Compliance Audit requirements.

5. Other minor changes to provide added clarity regarding reporting or provincial requirements.

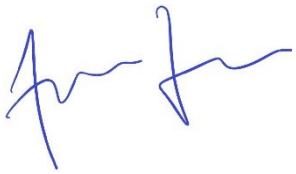
Please sign and return the Amending Agreement **within three months** of receiving the agreement, along with a copy of a by-law authorizing the Recipient to enter into the Amending Agreement or an email from the Recipient's legal counsel confirming that the by-law submitted with the original Agreement covers this Amending Agreement No. 1, and future Amending Agreements.

If you have any questions about the Amending Agreement, or the process to execute it, please contact the Ministry of Transportation ICIP team by email at ICIPTRANSIT@ontario.ca.

Once the Amending Agreement has been signed by the Minister of Transportation, a PDF version of the fully executed Amending Agreement will be electronically delivered to the Recipient for the Recipient's records.

I want to thank you in advance for your commitment to the successful delivery of your Projects and look forward to seeing the results.

Sincerely,



Felix Fung
Assistant Deputy Minister
Transit Division
Ministry of Transportation

Attachments

…/3

Appendix A

Summary of New and Updated "Requests for Payment and Payment Procedures" (Schedule J) Forms

Schedule	Applicable Tiers	Purpose/Updates	Due
Sub-Schedule "J.1" Form of Certificate from Recipient (Appendix F)	All Tiers	Updated to enhance attestations related to the following compliance requirements: • Environmental assessment (EA) • Aboriginal Consultation • Land ownership (added) • Signage (added) Note: where applicable, claims for payment are ineligible until requirements outlined in Appendix A of the TPA have been met.	With each claim submission
Sub-Schedule "J.2" Form of Declaration of Project Substantial Completion (Appendix G)	All Tiers	No updates	Upon reaching substantial completion. Submit with final claim once all residual work on the project is complete.
Sub-Schedule "J.3" Form of Certificate from an Independent Engineer for Project Substantial Completion (Appendix H)	Tier 2 Tier 3 Tier 4	The following clarification added: • Tier 3 and 4 – Form must be completed by an Independent Engineer • Tier 2 – Form may be completed by a professional engineer. • Updated attestation that work was undertaken in accordance with industry standards.	Upon reaching substantial completion. Submit with final claim once all residual work on the project is complete.
Sub-Schedule "J.4" Form of Certificate from an Independent	Tier 3 Tier 4	Following clarifications added: • Updated attestation that work was undertaken in	Form is required once construction is underway excluding

…/4

Schedule	Applicable Tiers	Purpose/Updates	Due
Engineer to Certify Progress (Appendix I)		accordance with industry standards.	utility relocation and site clearing work. To be submitted with claim submissions.
NEW Sub-Schedule "J.5" Form of Certificate from an Independent Certifier for Project Substantial Completion (Appendix J)	Tier 2 Tier 3 Tier 4	For bus procurement projects, subject to prior approval from the Province.	To be completed by an Independent Certifier upon project completion. Submit with final claim once all residual work on the project is complete.
NEW Sub-Schedule "J.6" Form of Certificate from an Independent Certifier to Certify Progress (Appendix K)	Tier 3 Tier 4	For bus procurement projects, subject to prior approval from the Province.	Completed by an Independent Certifier once buses have been received. To be submitted with claim submissions.

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Graham Atkinson, Manager of Business Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Economic Development Fund Rolling Pictures Company Application

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Purpose

The purpose of this report is to seek City Council approval for $25,000 in Economic Development Program support for Rolling Pictures Company's (RPC) business expansion and investment at 498 Queen St East.

Background

Program Overview

The purpose of Economic Development program support is to diversify the local economy and stimulate job growth by attracting new businesses and expanding existing ones.

As part of the Community Development Fund, Economic Development program support is designed to reduce business costs by providing financial incentives for improvements to land or buildings of targeted industry sectors. The approval of an application and the amount of grant money received is determined on a discretionary basis according to the program's criteria.

The key program criteria are as follows:
Criteria 1: Targeted Industry Sector
Criteria 2: Building and/or Land Related
Criteria 3: Economic Impacts

Proposed Project

Rolling Pictures Company Background

Landing in Sault Ste. Marie in 2019, RPC has grown from a film/television post-production company employing three full-time staff to nine employees within the first three years of operation. The current project and anticipated increase in business capacity will generate up to 10-12 new positions over the short term. This growth has occurred because of the innovative and strategic direction administered by the ownership team.

RPC is a value-added post-production studio; an industry support system. Whatever project it may be: short film, feature, documentary, or TV and

commercial, RPC has the solutions to assist the client base in every stage of post-production from data management to final delivery.

RPC specializes in dailies, colour grading, mix, record, create visual effects, QC, and delivery of industry productions. Whether the client needs to screen a project or needs to record dialogue with up to 10 people, RPC has a theatre and ADR studios to accommodate.

RPC has experienced significant growth and expansion in Sault Ste. Marie since its establishment in 2019. Previous investment and funding enabled RPC to purchase a building, build a post-production facility, and hire staff from the local talent pool. To continue this growth, RPC is seeking additional funding for another phase of development.

The funding request is two-fold: to perform leasehold improvements and acquire additional equipment. With a proven track record and strong business model, RPC is confident that with support, they will continue to make a positive contribution to the local economy and be able to offer more specialized capacity to the arts, culture, and creative industries.

Rolling Pictures Company Project Overview

RPC has experienced significant growth and expansion and has strong growth projections.

To support this growth, the company has continued to upgrade and reconfigure their centrally located office space at 498 Queen St East.

RPC operates within the arts, culture, and creative industries. RPC is currently the only production/studio in Sault Ste. Marie that offers this range of service through their highly skilled and experienced team.

VFX: RPC's VFX department intends to add more artists to the RPC team, investing in new workstations and building a small render farm. RPC will also need to acquire new software for the render farm and tools for managing shots and assets. A VFX coordinator or producer will also be necessary to support and keep the VFX department organized and coordinate with clients on a day-to-day basis. With a 3800 sq ft facility in Sault Ste Marie, RPC has ample space to accommodate the additional stage and equipment.

Sound Division: RPC is planning to upgrade the sound division by adding a new sound engineer to the team and updating the audio equipment in the screening theater in Sault Ste. Marie with a new speaker system. This will allow RPC to do pre-mixes in the small theater before taking the film to the large mixing theater in Toronto for the final mix. To ensure a seamless transition of sound, RPC plans to purchase speakers from the same manufacturer. Additionally, RPC would like to acquire more workstations with industry standard software such as ProTools to further enhance sound production capabilities in Sault Ste. Marie.

Foley: RPC aims to develop a workspace within their current location and outfit as a foley stage. RPC intends to hire and train a foley artist and an assistant to provide these services for all projects and clients.

RPC's total investment in the downtown office is over $1 million to date.

Rolling Pictures Company's application to the EDF is seeking financial support for one key aspect of their project. This specific component supports the development of innovative technological solutions within Sault Ste. Marie and the creation of professional jobs.

Increased Capacity/Improved Technology

Rolling Pictures Company continues to expand operations, with an increasing need for excellence in industry-related services. Increasing capacity and improving technology that supports on site post-production further establishes their ability to service their client base.

Key Activities and Costs

The project's key activities will include:

- Decommissioning of server equipment that has exceeded its service life
- Server room design/processing room
- Installation/commissioning of new server equipment
- Upgrade to existing onsite server cooling equipment
- Refresh/enhancement of all flooring and finishes throughout the facility

Breakdown of Project Costs

Leasehold Improvements	Upgrades to existing infrastructure	Flooring for server room and processing room (industry specialized)	$25,000
Leasehold Improvements	Upgrades to existing infrastructure	Enhancement to finishes and flooring throughout entire facility (industry specialized)	$50,000
Equipment	Upgrades to existing infrastructure	Enhancements to server and processing equipment (racks, hardware, software, etc.)	$175,000

Job Creation

RPC anticipates the following **10-12 positions** will be **directly attributable** to this upgrade and expansion.

- VFX artist
- VFX coordinator
- Sound engineer
- Dedicated staff to run all LTO back ups and organize LTO library
- Divisional support staff

Analysis

The following analysis summarizes the criteria of the Economic Development Fund and how the proposed project aligns with the requirements of the EDF.

Economic Development Fund Key Criteria

The proposed project aligns well with the Economic Development Program.

Significant Investment	**Yes**, over $250,000 spent on expansion
Located in the City	**Yes**, 498 Queen St. East [Downtown Core]
Good Financial Standing	**Yes**, attestation to be provided from accountant
Target Industry	**Yes**, Arts, Culture,
Building Related	**Yes**, Office/Studio retrofits
Economic Benefits	**Yes**, Job Creation/Retention 10-12 FTE

Financial Implications

The financial impact of this Economic Development Fund application is $25,000. The Community Development Fund, Economic Development currently has $935,826 for the purpose of providing financial assistance for the implementation of strategic economic development projects initiatives.

Strategic Plan / Policy Impact

While the project has alignment with the Economic Development Program, it also has strong alignment with the City of Sault Ste. Marie's existing Strategic Plan:

1) Quality of Life – Vibrant Downtown Areas
2) Community Development – Create Social and Economic Activity
3) Community Development – Maximize Economic Investment

Economic Development Program Alignment – export focused business, investing significant capital downtown and creating professional, innovative jobs

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Development dated April 8th, 2024, concerning Economic Development Fund Proposal Rolling Pictures Company be received and that Council approve the investment of Twenty Five Thousand Dollars ($25,000.00) through the Economic Growth Community Improvement Plan utilizing the Economic Development Fund.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
705-989-7075
g.atkinson@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Graham Atkinson, Manager of Business Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Community Development Fund Request – Port Development Senior Coordinator

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Purpose

The purpose of this report is to seek Council approval to use funds from the Community Development Fund (CDF) – Economic Development Stream to advance the development of a public access port in Sault Ste. Marie.

Background

The development of a public access port has been identified as a promising economic development opportunity for the City of Sault Ste. Marie. Significant efforts and investment have been made in the past to advance a port project. Project proponents, including the City of Sault Ste. Marie and Essar Steel Algoma Inc. (ESAI), were in the advanced stages of submitting a funding request to advance construction when ESAI filed for creditor protection under the *Companies Creditors Arrangement Act* on November 9, 2015.

Staff have been in discussions with Algoma Steel and other project stakeholders and believe there is merit in advancing the port project. A letter of support has been provided by Algoma Steel (Attachment A – Algoma Steel Port Letter of Support) and the Sault Ste. Marie Economic Development Corporation has agreed to make a financial contribution to advance the development of a port.

The City of Sault Ste. Marie occupies a strategically advantageous position along the Great Lakes St. Lawrence Seaway system. Port access at the nodal point of Lake Superior, Lake Michigan, and Lake Huron serves as a pivotal driver of regional sustainable growth and economic diversification. Anchored by a steel production facility, owned and operated by Algoma Steel Inc., the port complex of Sault Ste. Marie has almost exclusively served the import and export needs of the steel production industry.

Marine transportation enables Sault Ste. Marie to be a globally cost competitive location for the shipment of materials, goods, and products, both in-bound and out-bound. Last decade, the port complex located at Algoma Steel Inc. handled 5.5

million tons of goods and commodities annually, making it the fourth largest port on the Canadian Great Lakes by volume. The port mainly supports Algoma Steel Inc. but also sees activity from Tenaris Algoma Tubes. Other users are primarily in the aggregates sector. The establishment of a public access port creates investment opportunity for other long-term potential users that have expressed interest in using the port.

The proposed port development project aims to significantly augment the capacity of the port complex, fostering sustainability within key industries in the Sault Ste. Marie region. Enhanced marine transportation capabilities promise greater throughput of goods and commodities, offering a compelling cost advantage over alternative transportation modes. An improved port complex lays the groundwork for expanding production capacity, leading to industry growth and other expansion and attraction opportunities.

In October 2011, The City of Sault Ste. Marie commissioned KPMG to conduct a comprehensive study titled "Regional Harbour Expansion Market and Business Analysis," funded by FEDNOR, The City of Sault Ste. Marie, and Essar Steel Algoma Inc. The study's findings underscored a compelling business case for enhancing the port complex, considering current and projected marine movements by existing and potential users. Insights from the 2011 study are relevant today because no major infrastructure improvements have been made since the KPMG study was conducted.

Key insights from the 2011 study include:

- The current port facility, owned by ESAI (now Algoma Steel Inc.), requires substantial improvements to meet the growing demand for marine transportation.
- Marine movements through the harbor facility exhibit substantial potential growth, ranging from 30% in the near term to nearly 200% in the long term.
- Capacity constraints at the existing port pose a significant risk of user displacement, potentially leading to adverse economic consequences for the community.
- Collaboration between the private and public sectors, along with adequate funding, is imperative to address current and future capacity constraints.
- The proposed harbour expansion promises significant economic and other benefits for the region.
- The focus needs to shift from conceptual studies to implementation/ execution.

The City, Algoma Steel Inc., and other key stakeholders have endorsed the findings and recommendations of the KPMG report, advocating for the project's implementation.

After the KPMG study, the City, along with the former steel plant facility operators (ESAI), collaborated with the Port of Antwerp to establish a Strategic Partnership

Agreement. This initiative aimed to refine a working model derived from insights obtained in the 2011 KPMG study. Key areas of focus encompassed training and industry-specific consultancy services, port infrastructure and operational planning, analysis of traffic flows and demands, setting benchmarks for business volume growth, and establishing standards for the port facility with a focus on quality, productivity, and environmental sustainability. This collaborative effort serves as a foundation for the current iteration of the proposed port development project.

The project builds upon established stakeholder buy-in and past investments in port development. Letters of support from stakeholders underscore the importance of continuing past work to create growth opportunities within the economic development landscape. The project seeks to refine a working model that integrates economic drivers with current municipal strategic objectives, focusing on removing barriers, incentivizing partnerships, de-risking investments, and building capacity in emission-reducing technologies.

An aspect of the City's strategic plan is to invigorate and attract manufacturing and supply chain options tethered to other business opportunities and the abundance of natural and other resources in the region, leveraging its geographical advantage.

The existing port complex holds immense potential to catalyze cost-efficient supply chain options for the regional economy. Despite its significance, the port primarily caters to Algoma Steel's manufacturing activities, limiting access for third-party cargo. Thus, the City has long harboured ambitions for expanding and developing a public access port, a vision yet to materialize.

Northern Ontario's critical mineral industry is poised for significant growth, presenting abundant opportunities for materials processing, value-added manufacturing, and shipping, particularly in Sault Ste. Marie. The region's rich mineral deposits, including cobalt, lithium, and rare earth elements, have attracted increasing attention for their strategic importance in various industries, including renewable energy, electric vehicles, and technology sectors. Sault Ste. Marie stands at a geographic advantage, strategically positioned to receive bulk critical mineral extractions for processing and subsequent shipping into different markets, notably the United States, leveraging its robust multimodal transportation infrastructure. With well-established port facilities and an extensive network of railways and highways, the city offers efficient logistical pathways for transporting materials to domestic and international destinations. Moreover, Sault Ste. Marie boasts ample industrial space, particularly in proximity to the proposed port development area, providing an attractive environment for materials processing, manufacturing, and distribution activities. As the critical mineral industry continues to expand, Sault Ste. Marie emerges as a key hub for unlocking the region's economic potential and contributing to the sustainable development of Northern Ontario's mineral resources.

The City of Sault Ste. Marie is now embarking on re-invigorating and developing a comprehensive and sustainable port facility model, aimed at harmonizing the interests of Algoma Steel with emerging sectors, and fostering sustained growth with the City of Sault Ste. Marie and stakeholders. This plan is designed to start with a smaller footprint than the port plan developed by ESAI with the ability to expand as community demand increases.

Failure to implement the project poses significant risks to the objectives of both business retention, expansion, and attraction opportunities. Capacity constraints at the existing port create the potential for user displacement, leading to adverse economic consequences for the community. Failing to address the needs identified in past port development studies contradicts the City's strategic objectives to promote, encourage and lead economic, social, and environmental growth and to be leaders in innovation within the Provincial landscape.

Analysis

To achieve the objectives of the project outlined above, the Economic Development Corporation is requesting support for the following:

- Hiring a dedicated Senior Coordinator for Port Development contract position; and
- Engaging port development consultants to update previous work to capture current market demand opportunities, facility design and cost estimates.

The Senior Coordinator for Port Development will guide the following proposed project implementation strategy:

Stakeholder Workshops – Facilitated workshops and meetings will be conducted to solicit input from key stakeholders, foster dialogue, and collaboratively shape the port model and implementation strategies.

Technical Assessment – Comprehensive assessments will be conducted to evaluate existing infrastructure, identify potential areas for improvement, and assess the feasibility of integrating green technologies into port operations.

Feasibility Study/Consultation Assessment – Past feasibility studies and consultation reports will be reviewed to evaluate the economic, environmental, and social implications of proposed initiatives, ensuring alignment with the project's objectives and stakeholder interests.

The Senior Coordinator for Port Development will work to achieve the following objectives:

Development of a Feasible Port Model – This phase of the project seeks to develop a comprehensive and sustainable port model and "shovel-ready" plan that aligns with the interests of the City of Sault Ste. Marie, Algoma Steel, and existing/emerging industries in the region. This model will serve as a blueprint for

enhancing collaboration efforts, optimizing operational efficiency, and fostering innovation within the port complex.

Stakeholder Engagement and Collaboration – A key aspect of the project involves engaging with stakeholders, including Algoma Steel, local businesses, government agencies, First Nations, and community groups, to establish a common understanding of goals, challenges, and opportunities. Through collaborative efforts, the project aims to harness collective expertise and resources to drive informed decision-making and ensure the port's long-term viability.

Comprehensive Review and Assessment – The senior project coordinator will leverage previous work conducted by the City of Sault Ste. Marie and relevant stakeholders related to port development initiatives. A review will provide valuable insights into past efforts, identify gaps, and inform the development of a cohesive strategy for the proposed port development project. Previous materials will be updated with current market economics, providing impetus for a public access port.

Integration of Green Technologies – Recognizing the importance of environmental sustainability, the project will explore the availability and feasibility of incorporating green fuel and power options into the operational framework of the proposed port development project. By embracing environmentally friendly practices, the port aims to minimize its ecological footprint and contribute to the broader goal of building a sustainable infrastructure network. Groundwork has already been laid to collaborate with PUC Services Inc. to introduce green energy alternatives to service project infrastructure.

Conversations and outreach have also been initiated where there is interest from companies in co-locating on property adjacent to the proposed port facility. Co-location of businesses that have a low-carbon footprint and/or operate in a manner that reduces overall GHG emissions are being targeted through business attraction initiatives. Letters of support have been provided by green industry representatives, including a green hydrogen company.

Operational Budget and Funding Proposal – A detailed *pro forma* and operating budget will be developed for the first five years of operations and a funding proposal finalized that will identify funds needed to advance the project.

Financial Implications

The current uncommitted balance of the CDF fund is $935,826 which would be sufficient to support the City’s contribution towards the port development project.

Staff are proposing that the total of the three-year project will be $793,800. The SSMEDC has agreed to a contribution of $198,450. It is proposed the City also contribute $198,450. The City and SSMEDC funds would then be leveraged with other government funding. Staff learned of a potential funding source with Transport Canada’s Green Shipping Corridor Program – Clean Ports Stream and

submitted a funding request of $396,900. Discussions are also underway with NOHFC to identify other funding opportunities.

Port Development - 3 Year Budget

Staffing

	Year 1	Year 2	Year 3
Senior Port Coordinator (RFP contracted)	$ 112,000	$ 112,000	$ 112,000
Staff Cost	*$ 112,000*	*$ 112,000*	*$ 112,000*

Operating Expense

Marketing	$ 8,000	$ 8,000	$ 8,000
Travel	$ 6,000	$ -	$ -
Port Industry Expertise (port design support)	$ 325,000	$ 25,000	$ 25,000
Contingency	$ 5,000	$ 5,000	$ 5,000
Operating Cost	*$ 344,000*	*$ 38,000*	*$ 38,000*

	Year 1	Year 2	Year 3
Sub Total	$ 456,000	$ 150,000	$ 150,000
Contingency @ 5%	$ 22,800	$ 7,500	$ 7,500
Annual Total	**$ 478,800**	**$ 157,500**	**$ 157,500**

Total Cost over Three Years	**$ 793,800**

Proposed Funding

GSCP Funding - Application submitted	$ 396,900
EDC Funding Approved by EDC	$ 198,450
EDF Funding Requested	**$ 198,450**
Total Funding Required	$ 793,800

Strategic Plan / Policy Impact

This item aligns with the Corporate Strategic Plan in the following focus areas:

- Community Development
- Infrastructure Development

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Development dated April 8, 2024 concerning Community Development Fund, Economic Development Fund application for Port Development – Senior Coordinator be received and that Council approve the request for funding from the Economic Development stream in the amount of $66,150 per year for a period of three years totalling $198,450.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
705-989-7075
g.atkinson@cityssm.on.ca

Friday, December 15th, 2023

Algoma Steel
105 West Street
Sault Ste. Marie, ON
P6A 7B4

Subject: Letter of Support for City of Sault Ste. Marie Port Project

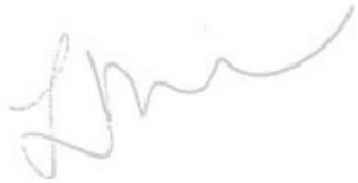
Dear Tom Vair,

On behalf of Algoma Steel Inc., I am writing this letter to indicate our support for the City of Sault Ste. Marie's Port Project. Aligning with our Electric Arc Furnace Transformation Project, the Port Project shares Algoma Steel's vision of economic growth and the need for economic diversification. Further, this will improve community prosperity, increase tax assessment within the industrial and commercial classes and increase community prosperity.

We support The City of Sault Ste. Marie's efforts and are willing to enter into discussions to explore, develop, and collaborate on the development of a public access port located within the property boundaries of Algoma Steel. Additionally, we support the City's effort to engage industry, community, government and First Nations stakeholders to determine the market demand, business opportunities, available funding programs, and environmental requirements and governance options to support the development of a public access port.

In conclusion, Algoma Steel offers our support to the Port Project and is willing to participate in a taskforce to advance the next steps of the project.

Sincerely,
Laura Devoni



Director of Strategy, Corporate Affairs and Sustainability
(705) 255 - 1202
laura.devoni@algoma.com

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director Tourism & Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	March 2024 Tourism Development Fund Applications

Purpose

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

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021, to provide financial support to the broader tourism sector in different two streams - Festivals and Special Events and Attractions and Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

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

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

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

Analysis

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

Funds are expensed by the recipient and then claimed through the Tourism Development Fund after the completion of the event.

At the Tourism Sault Ste. Marie Board of Director's meeting held March 19, 2024, nine (9) applications were reviewed with the following recommendations:

1. 2024 and 2025 Regional Convention of Jehovah Witnesses ($24,000)
2. Community Futures Conference ($3,000)
3. Community Strong Race Weekend ($5,000)
4. Festival of Beer ($3,000)
5. Ontario Cup Mountain Bike Race ($10,000)
6. Coppa Giovanni Soccer Tournament and Italian Festival ($5,000)
7. Queen Street Cruise ($5,000)
8. Stir the POTential Conference ($3,000)
9. Poutine Feast ($2,750)

Additionally, on October 17, 2023, the Tourism Sault Ste. Marie Board of Directors approved a recommendation of $2,500 to support the Battle Under the Bridge through the Conferences and Special Events stream which is included in this report.

2024 and 2025 Regional Convention of Jehovah Witnesses

Watch Tower Canada hosts three-day conventions of Jehovah's Witnesses across Canada. These not-for-profit events are multi-cultural and educational in nature. Everyone is welcome to attend. Sault Ste. Marie been selected as the host community for the 2024 and 2025 Watch Tower Conventions in Northern Ontario, and are scheduled for June 14-16, 2024, and June 13-15, 2025, respectively. This is the first time the convention has signed a multi-year commitment to host in Sault Ste. Marie.

In 2023, the Convention received approval for up to $12,000 to support the costs of the venue rental at the GFL Memorial Gardens. This recommendation is for the equivalent amount to cover venue rental at the GFL for both 2024 and 2025 ($12,000 per year over two years).

Annual Participants/ Visitation Projections

Attendance is based on previous conventions hosted in Sault Ste. Marie.
Local: 253
Regional: 354
Ontario: 2193
Canada: 0
USA: 0

Economic Impact (out of town visitation only)

2457 out of town visitors (40km+) x 3 days = 7641 Visitor Days x $150= $1,146,150

In recognition of the positive impact, the 2024 and 2025 Regional Conventions of Jehovah Witnesses will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $24,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Christian Congregation of Jehovah's Witnesses 2024 and 2025 Conventions and that a report be submitted to City Council for consideration and approval."

Community Futures Conference

Community Futures is the oldest and largest community economic development program in Canada with 267 offices across the country, including 60 in Ontario. The 28th Annual Community Futures Ontario Conference in Sault Ste Marie, to be held June 2-4, 2024, provides a unique opportunity to directly engage with hundreds of community leaders, business professionals, and economic development practitioners from across Ontario. Community Futures organizations bring communities together to build stronger, more sustainable economies across rural Ontario. This year's conference theme, "Uniting People and Business," focuses on forging strong relationships to tackle the economic challenges facing Canada today. Sault Ste. Marie last hosted the conference in 2012. The conference rotates between Southern and Northern Ontario annually.

Annual Participants/ Visitation Projections

Attendance is based on previous conference participation projections.
Local: 20
Regional: 0
Ontario: 180
Canada: 0
USA: 0

Economic Impact

180 out of town visitors (40km+) x 3 days = 540 Visitor Days x $150= $81,000

In recognition of the positive impact the Community Futures Conference will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $3,000 through the Tourism Development Fund- Conferences and Special Events Stream to support 2024 Community Futures Conference June 2-4, 2024, and that a report be submitted to City Council for consideration and approval.

Community Strong Race Weekend

This event was created to bring awareness and raise funds for physical and mental health in Sault Ste. Marie and consists of a 2-day race weekend scheduled for

June 22-23, 2024. The race weekend is hosted by the local YMCA and Algoma Family Services. Races will be held downtown starting and ending at the Northern Superior/ Canadian Bushplane Heritage Centre corner. The Community Strong Race Weekend will host of a variety of races as many family activities including a marathon, half-marathon, 10km, 5km colour run, and kids fun run. In 2023 the marathon race received approval to be a designated Boston Marathon qualifying event, the only one of its kind in Northern Ontario. This distinction provides excellent marketability of the event for out-of-town participants seeking qualifying points for the Boston Marathon.

The Community Strong Race Weekend (previously the Community Strong Festival) received funding through the Tourism Development Fund in 2023 in the amount of $5,000 to support out of an out-of-town digital marketing campaign and the purchase of timing chips.

Annual Participants/ Visitation Projections
Attendance is based on previous participation plus modest growth for 2024.
Local: 486
Regional: 141
Ontario: 46
Canada: 0
USA: 46

Economic Impact
92 out of town visitors (40km+) x 2 days = 184 Visitor Days x $150= $27,600

In recognition of the positive impact, the Community Strong Race Weekend will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2024 Community Strong Festival and that a report be submitted to City Council for consideration and approval.”

Festival of Beer
The Sault Ste. Marie Festival of beer ‘Queenstreet Brews’ is a two-day festival hosted by Loplops scheduled for May 3-4, 2024. The festival is focused on providing patrons the opportunity to sample various local craft beers and includes prizes, games, food and evening entertainment. For 2024, the event has moved from its former location at the Canadian Bushplane Heritage Centre to downtown on Queen Street, Square 1, and will add buskers and other forms of entertainment to create a larger open-air event.

The 2022 Festival of Beer received $5,000 from the Tourism Development Fund to provide financial support for venue rental, advertising, and audio-visual tech

expenses. The recommendation for the 2024 event is to provide financial assistance for marketing and offset performance fees.

Annual Participants/ Visitation Projections
Based on previous festivals.
Local: 1565
Regional: 70
Ontario: 60
Canada: 0
USA: 100

Economic Impact
150 out of town visitors (40km+) x 2 days = 300 Visitor Days x $150= $45,000

In recognition of the positive impact, the Festival of Beer will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $3,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Festival of Beer to be hosted May 3-4. 2024 and that a report be submitted to City Council for consideration and approval."

Ontario Cup Mountain Bike Race
The Ontario Cycling Association MTB Ontario Cup is the first provincially sanctioned event to be hosted on the newly constructed mountain bike trail network in Hiawatha Highlands. The Sault Cycling Club will host the event on various designated courses constructed at Hiawatha Highlands. The races span over 2 days with a series of races for riders 9+ in various categories and disciplines. Securing this event is indicative of the investment in the network and quality of the trails recently built as well as the strength of the Sault Cycling Club. The club is comprised of volunteers that maintain the trails to be safe and usable for riders and events and has been working in close partnership with Tourism Sault Ste. Marie and the City of Sault Ste. Marie with the trail development project. With the series being hosted in various locations in Ontario, Sault Ste. Marie is the only Northern Ontario stop on the series.

Annual Participants/ Visitation Projections
Projections are based on similar events in the province.
Local: 75
Regional: 75
Ontario: 210
Canada: 0
USA: 40

Economic Impact

250 people x 3 days x $150= $112,500

In recognition of the positive impact, the Ontario Cup Mountain Bike Race, hosted by the Sault Cycling Club, will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Ontario Cup Mountain Bike Race June 15-16, 2024, and that a report be submitted to City Council for consideration and approval.”

Coppa Giovanni Soccer Tournament and Italian Festival

The Giovanni’s Italian Festival, now in its sixth year, has evolved from a parking lot/pop up day event at Giovani’s Restaurant into a three-day Italian festival downtown and soccer tournament. In 2023, the Italian Festival expanded to include the Coppa Di Giovanni Soccer tournament and the festival grounds were relocated to the Roberta Bondar Pavilion. Given the success of the 2023 event, the festival plans to expand in 2024 by adding increased entertainment and additional divisions within the soccer tournament. The soccer tournament is also adding new programming for families and spectators including a kids play zone and live music on both the downtown and field sites throughout the three-day event. The soccer tournament and Italian Festival are scheduled for July 5-7, 2024.

In 2023 the festival received $10,000 in support from the Tourism Development Fund to provide financial assistance with marketing of the Italian Festival and the launch of the newly formed soccer tournament (field rentals, official fees etc.).

Annual Participants/ Visitation Projections

Projections are based on previous attendance + increase due to additional divisions in the soccer tournament.
Local: 10,000+
Regional: (combined in local numbers)
Ontario: 500
Canada: 0

Economic Impact

500 out of town visitors x 3 days x $150= $225,000

In recognition of the positive impact the Coppa Giovanni Soccer Tournament and Italian Festival hosted by Giovanni’s Restaurant, will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Coppa Giovanni Soccer Tournament and

the Giovanni's Italian Festival to be hosted July 6-7, 2024, and that a report be submitted to City Council for consideration and approval."

Queen Street Cruise

This annual event hosted in Sault Ste. Marie's downtown brings together ~300 classic vehicles on display over the weekend. Built on the nostalgia of "cruising down Queen Street". The QSC weekend includes food vendors, alcohol tents and live music. In 2023 the event moved to the Roberta Bondar Pavilion from the GFL Memorial Gardens parking lot which improved the flow of the space for cars and spectators. The move also opened the opportunity to grow the event and attract new participants. Funds from the Queen Street Cruise have been donated to support the Sault Area Hospital

The Queen Street Cruise received funding support from the Tourism Development Fund in both 2022 and 2023 in the amount of $5,000 each year. These funds were used to purchase media buys (television and radio advertising) to promote the event for both participants and spectators.

Visitor Projections

Attendance projections are based on previous Queen Street Cruise events.
Local: 9,000+
Regional: 100
Ontario: 100
Canada: 0
USA: 200

Economic Impact

400 visitors x 2 days x $150 per person per day = $120,000

In recognition of the positive impact the 2024 Queen Street Cruise will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Queen Street Cruise to be hosted June 14-15, 2024, and that a report be submitted to City Council for consideration and approval."

Stir the POTential Conference

"Stir the POTential" is a new local conference created by the Sault Ste. Marie Innovation Centre (SSMIC), focusing on future proofing businesses, and using innovation and creativity to explore problem solving and new business opportunities in the North. With rapidly advancing technology, AI, and the aftermath of the COVID-19 pandemic, the workplace landscape has transformed and will continue to do so. Stir the POTential is a conference that intends to bring

leaders, entrepreneurs, and emerging talent together to explore the possibilities for the sustainability of our community. Attendees will hear from speakers such as Futurist, Nikolas Badminton and CBC's host of Quirks and Quarks, Bob McDonald. Additional speakers for 2024 include Former NHL Player and Coach Ted Nolan, and Founder of JAYU, Gilad Cohen.

Visitor Projections
Attendance projections are based on first year attendance goals set by the Innovation Centre
Local: 180
Regional: 14
Ontario: 50
Canada: 1
USA: 5

Economic Impact
56 out of town visitors x 2 days x $150 per person per day =$16,800

In recognition of the positive impact the 2024 Stir the POTential Conference will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $3000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Stir the POTential Conference May 27-28, 2024, and that a report be submitted to City Council for consideration and approval.”

Poutine Feast
Poutine Feast is a four-day traveling poutine food festival that has been hosted in Sault Ste. Marie annually since 2019. Previously, Poutine Feast was located at the Ermatinger Clergue National Historic Site. This year, the event is being moved to the Downtown Plaza location to create a closer link with Canada Day festivities. Poutine Feast acts as a trip enhancer during the Canada Day long weekend where, our community is likely to see an increase in visitation.

Poutine Feast received assistance from the Tourism Development Fund in 2022 in the amount of $5,000 to support advertising and entertainment expenses.

Visitor Projections
Attendance projections are based on previous Poutine Feast events in Sault Ste. Marie. 40 vendors in addition to visitors stay in local hotels for the duration of the event.

Local: 6,400
Regional: 3,600

Ontario: 60
Canada: 2
USA: 0

Economic Impact
200 visitors (including Poutine Feast Vendors) x 2 days x $150 = $60,000

In recognition of the positive impact Poutine Feast 2024 will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $2,750 through the Tourism Development Fund- Conferences and Special Events Stream to support Poutine Feast to be hosted June 29 – July 1, 2024, and that a report be submitted to City Council for consideration and approval.

Battle Under the Bridge (40K Abridged Tournament)
40K Abridged Tournament is a 2-day, tabletop miniature team's tournament, based on the rule set of Games Workshop's competitive game of 40k Abridged. The tournament will be held at the Water Tower Inn, July 20 and 21, 2024. Each team made up of 5 players will be matched off against another 5-player team (randomized). Tournament organizers have been operating out of a smaller location for the past five years, but due to increased participation have outgrown their previous venue (The Games Nook). Having recently visited four other tournaments (three in Northern Ontario, one in the GTA), organizers are eager to continue to expand into the Northern market. The closest tournament in proximity to SSM is Sudbury and that event has discontinued providing an even greater opportunity to reach northern enthusiasts.

Participants/ Visitation Projections
Visitor projects are based on previous year's registrations plus growth of 10%.
Locals: 54
Regional visitors:
Ontario visitors: 86
Canada: USA: 10

Economic Impact (out of town visitation only)
96 out of town visitors x 2 days x $150 = $28,800

In recognition of the positive impact the Battle Under the Bridge tournament will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of $2500 through the Tourism Development Fund - Conferences and Special Events Stream

to support the Battle Under the Bridge July 20-21, 2024, and that a report be submitted to City Council for consideration and approval."

Financial Implications
No new funds are required. The Tourism Development Fund currently has $525,286.00 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Community Development- Develop partnerships with key stakeholders and reconciliation.

There are no GHG, or climate change impacts associated with this report.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated April 8, 2024, concerning March 2024 Tourism Development Fund applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $63,250 as detailed below be approved.

1. 2024 and 2025 Regional Convention of Jehovah Witnesses ($24,000)
2. Community Future Conference ($3,000)
3. Community Strong Race Weekend ($5,000)
4. Festival of Beer ($3,000)
5. Ontario Cup Mountain Bike Race ($10,000)
6. Coppa Giovanni Soccer Tournament and Italian Festival ($5,000)
7. Queen Street Cruise ($5,000)
8. Stir the POTential Conference ($3,000)
9. Poutine Feast ($2,750)
10. Battle Under the Bridge ($2,500)

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Carl Rumiel, Director of Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Memorandum of Understanding – SSMRCA Programs and Services

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Purpose

The purpose of this report is to is to obtain approval to enter into a memorandum of understanding (MOU) and associated agreements with the Sault Ste. Marie Region Conservation Authority (SSMRCA) which will cover all of their programs and services.

Background

As part of Ontario Regulation 687/21, the Sault Ste. Marie Region Conservation Authority is required to enter into an agreement for non-mandatory related programs and services with our partner municipalities.

Analysis

The MOU which can be found in item 12 of the Agenda includes the following provisions:

a) The Authority agrees to provide to the members the services outlined in Schedule 'A', which constitute the Category 1 and Category 2 Programs and Services;

b) The members agree to be charged a levy for such services stated in Schedule 'A' under Category 1, to be apportioned among the members;

c) The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to the Agreement agreed to by all parties;

d) The parties will maintain the current annual approval process for increasing the levy and budget (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy);

e) The members will continue to support the current inventory of programs and services outlined in Schedule 'A' throughout the period of the Agreement;

f) This Agreement will be for a term of four (4) years commencing on the date of the signature by the last of the parties.

Financial Implications

There are no new financial impacts to this recommendation.

Strategic Plan / Policy Impact / Climate Impact
This work is linked to the service delivery and infrastructure components of the Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-laws 2024-43, 2024-44, 2024-45, and 2024-46 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Sackville Road Environmental Assessment – Notice of Addendum

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Purpose

The purpose of this report is to advise Council that an addendum will be posted for environmental assessment (EA) for the extension of Sackville Road, formally known as the Great Northern Road Traffic Capacity Improvements EA.

Background

A Schedule C Municipal Class Environmental Assessment (MCEA) was completed in 2012 to address traffic capacity concerns in the Great Northern Road corridor, between Second Line and Third Line. The preferred recommended solution was to construct an extension of Sackville Road to Third Line. Due to budget constraints and other priorities within the community, the construction of the Sackville extension did not proceed.

Under the MCEA process, it is required to review the planning and design of the project within the current environmental setting to ensure that the planning and mitigation measures are still valid. This review is presented to the public as an addendum to the original project.

Analysis

In the 2024 Capital Transportation Plan the construction work on the Sackville Road extension was forecasted to begin in 2025. Kresin Engineering, the consultant who completed the original EA, was hired to review, and prepare the EA addendum. As part of the work, they reviewed the current conditions, the evaluation of the alternative solutions and the impacts and mitigation measures of the original EA. They found that there are no changes to the proposed project conditions and that the recommended solution, the extension of Sackville Road, is still valid.

In accordance with the MCEA, a Notice of Addendum shall be placed on the public record with the original project file, and shall be issued to the public, Indigenous communities and the review agencies with a 30-day comment period.

Financial Implications
There are no financial implications related to this report. Construction costs for the extension of the road will be presented in the 2025 Capital Transportation plan at a future Council meeting.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the infrastructure focus area of the Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated April 8, 2024 concerning the addendum to the Sackville Road Environmental Assessment be received as information.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Contract 2024-1E Reconstruction of Stanley Street

Purpose

The purpose of this report is to obtain approval to award contract 2024-1E for the complete reconstruction of Stanley Street between Pine Street and Elizabeth Street.

Background

Council approved the reconstruction of Stanley Street in the 2024 Capital Budget.

Tenders were received via the City's electronic bidding system. Submissions were opened on Wednesday, February 28, 2024. Present at the opening was the Deputy City Clerk as well as City staff. The opening was live streamed to the City's YouTube page. Tender results were made public on the project page in the electronic bidding system.

Analysis

A total of four tenders were received. All tenders submitted were checked and found to be complete and valid. The low tender of $2,705,172.33 (excluding HST) was received from Avery Construction Limited.

Financial Implications

When allowances for engineering costs and non-recoverable HST are added and PUC water costs are removed, the City's cost to complete this project is projected to be $2,199,610. This is below the allocation in the 2024 capital budget of $2,385,000 for Stanley Street reconstruction.

The overall 2024 Capital Transportation Program that has been tendered thus far, is over budget by $359,644 on overall Capital, over budget by $9,580 on Urban Only, and under budget by $82,654 on Sanitary Sewer Surcharge.

As subsequent tenders come in for the other projects, staff will monitor the 2024 Construction Program to ensure that they come in, on or near budget. Staff will report back to Council at a future meeting with other tender reports and an update on how the program is tracking

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the infrastructure focus area of the Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated April 8, 2024 concerning Stanley Street reconstruction be received and that Contract 2024-1E be awarded to Avery Construction Limited.

The relevant By-law 2024-56 authorizing execution of Contract 2024-1E and By-law 2024-57 authorizing the road closure of Stanley Street between Pine Street and Elizabeth Street including intersections from May 1, 2024 to November 30, 2024 are listed under Agenda Item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Dan Perri, P. Eng.
Municipal Services and Design Engineer
705.759.5329

d.perri@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Contract 2024-3E Reconstruction of Spruce Street

Purpose

The purpose of this report is to obtain approval to award contract 2024-3E for the complete reconstruction of Spruce Street between Railroad Avenue and Wilcox Avenue.

Background

Council approved the reconstruction of Spruce Street in the 2024 Capital Budget.

Tenders were received via the City's electronic bidding system. Submissions were opened on Wednesday, March 20, 2024. Present at the opening were the Deputy City Clerk and City staff. The opening was live streamed to the City's YouTube page. Tender results were made public on the project page in the electronic bidding system.

Analysis

A total of three tenders were received. All tenders submitted were checked by Kresin Engineering and found to be complete and valid. Kresin's tender report is attached. The low tender of $2,214,839.15 (excluding HST) was received from Trimount Construction Group Inc.

Financial Implications

When allowances for engineering costs and non-recoverable HST are added and PUC water costs are removed, the City's cost to complete this project is projected to be $2,066,959. This is above the allocation in the 2024 capital budget of $1,595,000 for Spruce Street reconstruction.

The overall 2024 Capital Transportation Program tendered thus far is over budget by $359,644 on overall Capital, over budget by $9,580 on Urban Only and under budget by $82,654 on Sanitary Sewer Surcharge.

As subsequent tenders come in for the other projects, staff will monitor the 2024 Construction Program to ensure that they come in on or near budget. Staff will report back to Council at a future meeting with other tender reports and an update on how the program is tracking.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the infrastructure focus area of the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-laws 2024-58 and 2024-59 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

KRESIN
Engineering Corporation

536 Fourth Line East
Sault Ste. Marie, ON P6A 6J8
tel: 705-949-4900

email: info@kresinengineering.ca

sustainable, practical solutions

March 22, 2024
Ref. No. 2394.05

City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: **Maggie McAuley, P. Eng.**
Municipal Services and Design Engineer

Re: **City Contract No. 2024-3E**
Spruce Street Reconstruction

Dear Ms. McAuley:

We have reviewed the tenders received by the City for the above-noted Contract and present herein our Tender Report and Recommendations.

Introduction

The tendered work generally consists of supplying all materials, labour and equipment necessary to complete the reconstruction of Spruce Street between Railroad Avenue and Wilson Avenue, a total length of approximately 180 metres. The project includes replacement/upgrading of sanitary sewer and water distribution infrastructure, as well as the installation of new storm sewers. New sidewalk, curbs, gutters and road paving, along with the restoration of lawns, driveways and other disturbed areas will also be completed.

The contract was tendered by the City's Purchasing Department, with tender documents being made available to contractors commencing Monday February 26. During the tender period, there were a total of thirteen (13) plantakers including contractors, material suppliers and others. A copy of the tender notice was also provided to the Sault Ste. Marie Construction Association to inform interested members.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. As a result, three (3) addenda were issued to provide clarification on specific items.

Summary of Tenders

Three (3) bids were submitted prior to the tender closing deadline of 3:00 p.m. on Wednesday, March 20, 2024. The tenders were publicly opened at about 3:15 p.m. on the same day by City Staff; the tender opening was broadcast live on the City's YouTube channel. At the time of the opening, the tender prices were read aloud. Following the public opening, the bids were

reviewed by City staff to ensure the submissions were in general compliance with the tender documents, including the tender deposit and bonding requirements.

The following are the results, excluding HST, as read at the public opening:

	Contractor	Total Tender Price
1.	Avery Construction Ltd.	$2,478,190.16
1.	Pioneer Construction Inc.	$2,475,000.00
2.	Trimount Construction Group Inc.	$2,214,839.15

Following the tender opening, the submissions were forwarded via email to Kresin Engineering Corporation for review.

Tender Review

The submissions were reviewed with respect to requirements set out in the Instructions to Tenderers and the Schedule of Prices. The following specific comments were noted from the review of the submissions:

1. The submissions were checked for mathematical errors. No errors were found.
2. The documents called for submissions of tenderers' experience, staff, and proposed sub-contractors. All bidders complied.
3. The tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the three (3) addenda issued.

Discussion

We note that the submissions received are in compliance with the requirements outlined in the tender documents. Based on the information provided and on Kresin Engineering's experience working with these contractors, we are satisfied that all three tenderers have proven capabilities with similar projects and are expected to be able to complete the proposed work within the required timeline.

With respect to the low tenderer, Trimount Construction Group Inc., it is noted that they have successfully carried out numerous similar projects to the satisfaction of the City in recent years and senior staff have significant experience and proven capabilities.

Based on the costs for recently completed projects, the low tender price of $2,214,839.15 (excluding HST) is reasonable for the scope of work involved in the Spruce Street reconstruction. We note that the difference between low bid and high bid is approximately 12% which indicates that the tender process was relatively competitive and the City has likely received a price reflective of current market conditions.

Recommendations

Based on our review of the tenders submitted we present the following recommendations for the City's consideration.

1. We recommend that the tender submitted by Trimount Construction Group Inc. in the amount of $2,214,839.15 (excluding HST) be accepted for award.

Attached please find a Draft Form of Agreement for your review.

We further recommend that the Tender Securities received from both Pioneer and Trimount be retained until a contract has been properly and fully executed.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

Thank you.

Yours very truly,
Kresin Engineering Corporation

Michael Kresin, P. Eng.
Consulting Engineer

MK/eg
2394 mk tender report.docx

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Catherine Taddo, P. Eng., Manager of Development and Environmental Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Peoples Road Area Flooding Class Environmental Assessment

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Purpose

The purpose of this report is to provide an update regarding the finalization of the Peoples Road Area Overland and Basement Flooding Class Environmental Assessment.

Background

The City initiated a Class Environmental Assessment (EA) to study overland and basement flooding approved under By-law 2020-22 on January 20, 2020. AECOM was the consultant retained by the City to conduct the EA. The study area encompasses an approximate boundary defined by Peoples Road and Farwell Terrace to the west, Old Goulais Bay Road and Fort Creek to the east, Fourth Line to the north and Second Line to the south. The primary objective of the assessment is to identify potential causes of basement and overland flooding and develop viable alternatives to mitigate significant impacts. A public open house was conducted on May 16, 2023, to engage stakeholders and gather input.

Analysis

The recommendations stemming from the assessment include proceeding with operations and maintenance tasks, engaging in public education initiatives, and implementation of capital improvements as capital budgets permit. The AECOM report entitled Peoples Road Area Overland and Basement Flooding Class EA – Final Report outlining these recommendations is located at https://saultstemarie.ca/peoplesroad for Council's information.

A list summarizing the recommended improvements in AECOM's report is as follows:

1. Elliott field ditching improvements to mitigate erosion impacts to properties along Elliott Road;
2. Elliott field stormwater management ponds;

3. Peoples Road sanitary sewer upgrade to increase sewer capacity on Peoples Road;
4. Peoples Road “elephant trunk” offline storage pipe adjacent to Elliott Road;
5. Peoples Road stormwater pond;
6. Hillside Drive storm outlet and ditching improvements;
7. Construction of a redundant inlet to the 1200 mm pipe crossing of People’s Road north of Elliott Road;
8. Upgrading the Johnson Avenue sanitary sewer from Diane Street to Farwell Terrace;
9. Cemetery stormwater management pond, and;
10. Upgrading Farwell Terrace and Johnson Avenue storm sewers to the outlet in East Davignon Creek.

Some of these recommendations will be put forward in future Capital Transportation Programs. Other recommendations such as the Elliott field ditching improvements are maintenance and operational opportunities and can be completed “in-kind” by City staff.

As these improvements are all schedule A or A+ initiatives which are exempt from further EA requirements, this study is now complete and the City is free to plan and implement these future projects.

Financial Implications
The estimated total costs for all of the proposed improvements are approximately $17.3 million, exclusive of HST. These improvements will be prioritized and considered under future capital budgets. The Elliott field ditching improvements can be completing “in-kind” by Public Works, absorbed in their operations budget.

Strategic Plan / Policy Impact / Climate Impact
The initiatives outlined in the report align with the Strategic Plan focus area of infrastructure, particularly in maintaining existing infrastructure. Capital improvements will be prioritized, which in turn will also mitigate potential climate impacts.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Development and Environmental Engineering dated April 8, 2024 concerning completion of the Peoples Road Area Flooding Class Environmental Assessment be received and that the recommendation that Public Works construct the Elliott Field ditching “in-kind” be approved.

Respectfully submitted,

Catherine Taddo, P. Eng.
Manager of Development and Environmental Engineering
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Use of Funds from the Engineering Equipment Reserve

Purpose
The purpose of this report is to obtain Council approval to use funds from the Engineering Equipment Reserve for the procurement of survey equipment.

Background
The Engineering Division currently uses two total station/GPS units. One of those units is over 10 years old and has become increasingly unreliable and must be replaced.

Analysis
The purchase of the survey equipment was not included in the 2024 budget. Staff are seeking approval to use up to $45,000 from the Engineering Equipment Reserve to procure this equipment. The procurement will follow the Procurement By-Law in accordance with Sections 7 – Approvals for Financial Values and 9 – Procurement Methods.

Financial Implications
There are sufficient funds available in the Engineering Equipment Reserve to cover this purchase. For Council's reference, the Engineering Equipment Reserve currently has an uncommitted balance of $455,000.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated April 8, 2024 be received and that Council approve the use of up to $45,000 from the Engineering Equipment Reserve for the procurement of survey equipment.

Respectfully submitted,

Dan Perri, P.Eng.
Municipal Services and Design Engineer
705.759.5329
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The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Licence of Occupation – Sault Ste. Marie Festival of Beer

---

Purpose

The purpose of this report is to request Council approval to enter into a Licence of Occupation agreement for the Sault Ste. Marie Festival of Beer taking place on May 4, 2024 on City property.

Background

On January 24, 2024 the proponent submitted an application to the City for the Sault Ste. Marie Festival of Beer. The application was circulated to the parties listed in the Municipally Significant Event Policy. With the feedback provided from the circulation, City staff prepared a report recommending the event be designated municipally significant. The report was approved at the February 20, 2024 meeting of City Council. City staff also recommend that the proponent be required to enter into a Licence of Occupation agreement.

Analysis

The City received the Community Events Hosted on Closed Streets Application on March 18, 2024 for the festival which will be taking place on Queen street between East Street and Brock Street. The circulation of the application to relevant City Departments, Algoma Public Health (APH), Alcohol and Gaming Commission of Ontario (AGCO), and Downtown Association (DTA) was started immediately.

In addition, a meeting was held on March 25, 2024 to discuss the application and requirements. The meeting included Stephen Alexander, the applicant, and representatives from various City Departments, Police Services, AGCO and APH.

At the meeting, the Applicant was reminded by AGCO that he is required to submit the Application for a Special Occasion Permit with the AGCO which requires a security compliance plan for the event. One of the recommendations from the meeting was to utilize a combination of paid duty police officers four and security guards eight to nine in the security plan.

Legal has prepared a Licence of Occupation agreement which identifies the participating businesses (known to date), vendors (known to date), insurance

requirements, required permits and approvals required to proceed with the event. As of the time of writing this report on April 2, 2024 the following applications were still outstanding by the applicant:

- AGCO Special Occasion Permit which requires a security compliance plan;
- Application for a building permit for tent structures;
- The necessary details to prepare the Licence of Occupation agreement regarding the additional alcohol providers and vendors/programming participants.

For the event to proceed and the Licence of Occupation to be finalized it is contingent upon the applicant receiving all the proper approvals from AGCO, obtaining a building permit, and providing same to the City with all the details necessary to create the Licence of Occupation.

In addition, the applicant must meet the following requirements which are outlined in the agreement including but not limited to the following:

- adherence to the City's Alcohol Risk Management Policy;
- Planning Division approval for temporary patio extensions;
- Building Division approvals for tent structures and any necessary permits;
- traffic plan and road closure approvals;
- APH requirements and any necessary permits;
- Smart Serve list for all providers;
- all participating parties must have signed the licence of occupation agreement and provided proper approvals;
- proper barricading and other security measure are required to ensure no alcohol leaves the approved area as per the security compliance plan.

This report further seeks that Council grant delegated authority:

(a) to the Assistant City Solicitor/Senior Litigation Counsel to amend the Licence of Occupation Agreement to add or delete any necessary terms to reflect the approvals and comments made from relevant City Departments, AGCO and Algoma Public Health, and any other third party agencies for the Licence of Occupation for the Festival of Beer event and further to reflect the correct legal names of all participants in the said event; and

(b) to the Chief Administrative Officer to sign the amended Licence of Occupation Agreement, if same is necessary.

Financial Implications

There are no direct financial impacts to the City.

Strategic Plan / Policy Impact / Climate Impact

The report is linked to Quality of Life – Vibrant Downtown Areas strategic direction in the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-55 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

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Property Declared Surplus – Abutting 17 Ferguson Avenue

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31523-0371 (LT) LT 21 RCP H689 ST. MARY'S; SAULT STE. MARIE, being City property abutting civic 17 Ferguson Avenue ("Subject Property") be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

Attachment

Attached as Schedule "A" is a map of the Subject Property.

Background

The Legal Department received a request on May 30, 2023 from Larry Piraino to ascertain if the Subject Property would be declared surplus. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comment ("SSMRCA").

The City's Public Works and Engineering Services Department, Planning Division and Community Development and Enterprise Services Department have no objections or comments to the request.

The Engineering Department noted that Bell requires an easement and that PUC advised that there is a rear lot powerline above the Subject Property, in which all infrastructure is to remain. PUC has no objections to the sale.

The Building Department noted that GIS mapping indicates there appear to be above-ground powerlines running along the rear of the Subject Property southerly to Breton Road and northerly ending at civic 398 Elizabeth Street.

The District of Sault Ste. Marie Social Services Administration Board has no objections or further comments.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is not located within an area under its jurisdiction 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.

Analysis
If Council declares the Subject Property surplus, the property will be advertised on the City's web page with the notation that it will be sold to the abutting property owners. The property is not a developable lot.

Financial Implications / Police Impact
If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the Subject Property it may be assessable depending upon its ultimate use.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-37 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

Schedule "A"



Map Title

Map Purpose/Description

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

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Council
DEPARTMENT:	Legal Department
RE:	PUC (Transmission) LP – Easement Option Agreements

Purpose

The purpose of this report is to advise Council of two Easement Option Agreements provided by PUC (Transmission) LP by its General Partner (PUC Transmission) GP Inc. (hereinafter "PUC Transmission") to the City along with the total cash offer for two new easements required by PUC. The report further seeks Council approval to enter into the two Easement Option Agreements and take the necessary steps to formalize same.

Attachments

Attached as Schedule 1 is a copy of a drawing that depicts the new easement proposed at 0 Yates Avenue, with the easement denoted by cross hatch and related Appraisal Report completed by Samuel Butkovich of AREA Real Estate Appraisals dated December 5, 2023.

Attached as Schedule 2 is a copy of a drawing depicting the new easement proposed at the rear of 1001 Second Line West, with the easement denoted by cross hatch and related Appraisal Report completed by Samuel Butkovich of AREA Real Estate Appraisals dated January 25, 2023.

Background

PUC Transmission through its affiliate PUC Services Inc. ("PUC") is planning to construct a new 230 kV transmission line to provide the additional electrical power needed by Algoma Steel to operate its new electric arc furnaces. This new line will convey electricity from Hydro One's Third Line Station in the City's north end to a new PUC Transformer Station in the City's west end at the east limit of Yates Avenue. This new line will utilize a combination of municipal rights-of-way, existing powerline easements and new easements which PUC Transmission will formally acquire once the Ontario Energy Board approves the project and grants them leave to construct.

The City owns lands along the portion of the route over which new easements are required. Specifically, the areas denoted by cross hatch at Schedules 1 and 2, respectively set out the City Property at 0 Yates Avenue and the rear of 1001 Second Line West over which PUC Transmission requires new easements.

PUC Transmission has prepared an Easement Option Agreement for each area of City Property impacted by these easements and has secured a formal appraisal by Sam Butkovich of AREA Real Estate Appraisal to establish a value for the easements.

The Appraisal of 0 Yates Avenue has established a value for the new easement to be Sixteen Thousand, Seven Hundred ($16,700) dollars. PUC Transmission has offered the appraised amount plus an incentive of Twelve Thousand, Five Hundred and Twenty-Five ($12,525) dollars for a total offer of Twenty-Nine Thousand, Two Hundred and Twenty-Five ($29,225) dollars for a new easement over these City Lands.

The Appraisal of the rear of 1001 Second Line West has established a value for the new easement to be Eight Thousand, Five Hundred ($8,500) dollars. PUC Transmission has offered the appraised amount plus an incentive of Ten Thousand ($10,000) dollars for a total offer of Eighteen Thousand, Five Hundred ($18,500) dollars for a new easement over these City Lands.

PUC Transmission will provide a deposit of $500.00 at the outset, with the balance payable upon approval of the project by the Ontario Energy Board. If the transactions are not completed and options not exercised, the City retains the deposit.

Analysis
The Legal Department has reviewed the Easement Option Agreements. The terms and conditions are satisfactory.

The Legal Department circulated the request to relevant City Departments and no objections were raised. Engineering advised that a Municipal Consent Permit would be required where any easements are within the municipal road allowance and PUC Transmission has confirmed they understand same.

The value offered for each new easement is supported by a formal appraisal and an additional incentive payment has been offered for each of the new easements.

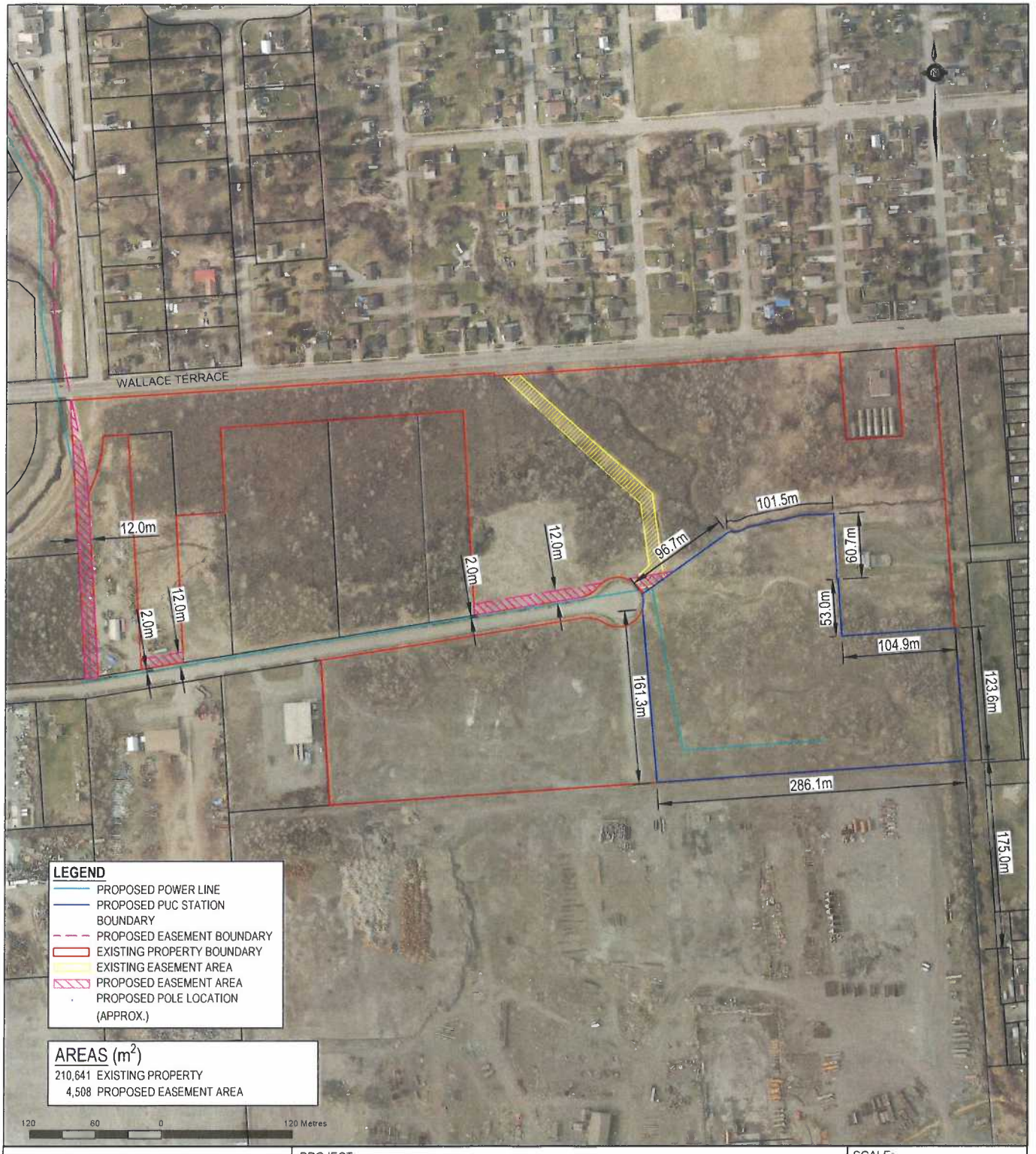
Financial Implications / Policy Impact
The City would receive Forty-Seven Thousand, Seven Hundred and Twenty-Five ($47,725) dollars for the new easements once fully formalized. If the new easements are not formalized, the City would still receive One Thousand ($1,000) dollars from the deposit provided. PUC Transmission is responsible for all costs associated with formalizing the easements.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-laws 2024-41 and 2024-42 are listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



wsp	PROJECT: SAULT STE. MARIE 230 kV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:5,000
		DRAWN BY: JB / CHECKED BY: DS
	TITLE: 060001003000000 0 YATES AVE	PROJECT NO:
		DATE: NOVEMBER 2023
	CLIENT: PUC TRANSMISSION LP	FIGURE NO: 4

Easement Appraisal Report

AREA Real Estate Appraisals

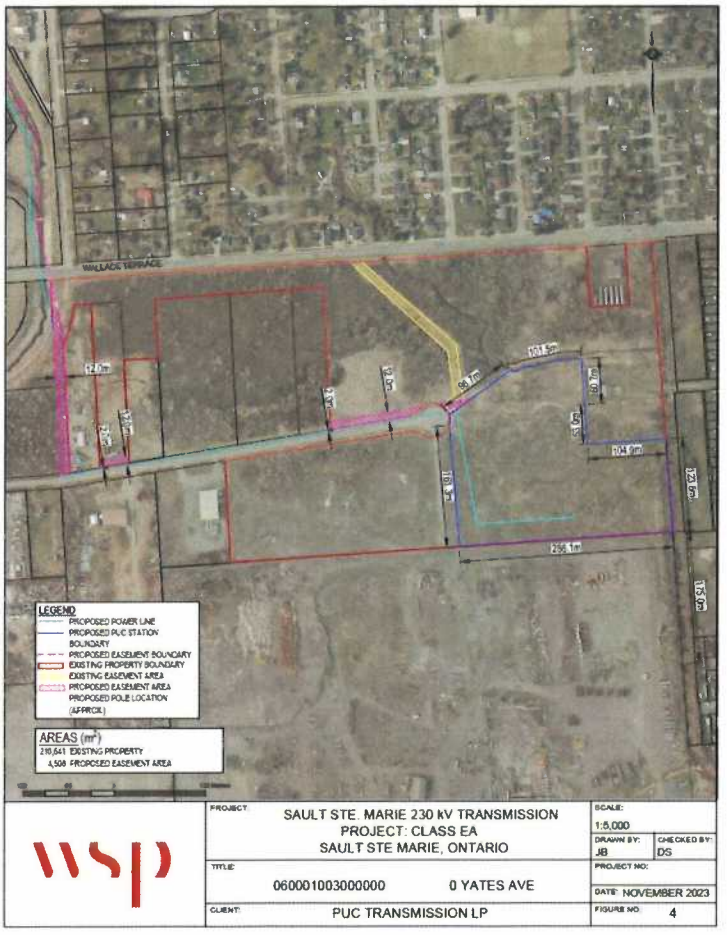
A Division of RE/MAX Sault Ste. Marie Realty Inc.
974 Queen Street East, Suite 201
Sault Ste. Marie, ON
P6A 2C5

Short Narrative Appraisal Report – PUC Easement

Effective Date:
November 14, 2022

Appraisal Prepared On:
New Easement:
0 Yates Ave.
Sault Ste. Marie, ON

Services Prepared For:
PUC Services Inc. (PUC)
550 Second Line East
Sault Ste. Marie, ON
P6A 6P2



AREA
REAL ESTATE APPRAISALS
A DIVISION OF RE MAX SAULT STE. MARIE REALTY INC.

Dec. 5, 2023

PUC Services Inc.
550 Second Line East
Sault Ste. Marie, ON P6A 6P2

RE: PUC Transmission Project

SUBJECT PROPERTY ID	3-S			
Address	0 Yates Avenue		PUC Map #	4
ARN #	576106000100300		PIN #	316090384 316090043 316090036
Zoning	M3 / PR / EM		Appraisal Type	Full
Services	All Municipal Services			
Configuration	Irregular			
PARCEL DETAILS				
Parent Parcel	Size (Acres)	52.05	Frontage (Feet)	Irregular
Required Parcel	Size (Acres)	1.11	% of Parent Parcel	2.13%

As requested, I have prepared a Short Narrative Appraisal of the above-referenced parcel of land that is required to facilitate the construction of a new 230kV transmission line. The attached Appraisal Report was prepared in compliance with minimum appraisal reporting requirements established in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP 2022).

Following a thorough analysis of available pertinent data and allocation of appropriate unit values, it is my opinion the Current Market Value of the required parcel, for powerline easement purposes described herein, as of **November 14, 2022** is: **SIXTEEN THOUSAND SEVEN HUNDRED ($16,700.00) DOLLARS.**

If you have any questions concerning this appraisal report, please contact our office at (705) 759-2072.

Respectfully submitted,

Samuel Butkovich, AACI, PApp
Senior Appraiser, Certificate #2805
AREA Real Estate Appraisals
A Division of Re/Max Sault Ste. Marie Realty Inc.

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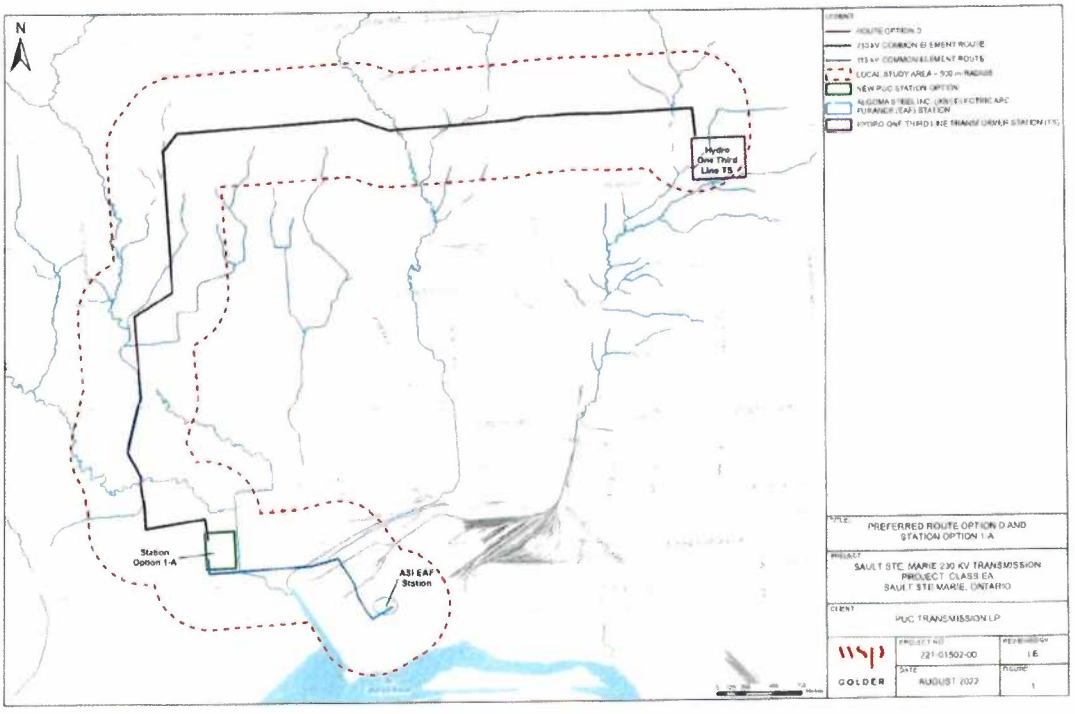
Appraisal Summary

PROJECT

PUC Services Inc., on behalf of PUC Transmission LP is in the process of planning and executing the work required to construct a new 230 kV transmission line and station in the City of Sault Ste. Marie in order to supply the increased electricity needs of Algoma Steel for its new Electric Arc Furnace project.[1]

Map 1 below details the existing and proposed route. The appraisal will focus on the fee simple land value of the new easement or required property, assuming it was vacant and unimproved. Details and specifics of the methodology used to arrive at a final estimate of value are contained in the body of the report.

Map 1



[1] Source: Excerpted from RFP Contract No. 22 08 005

APPRAISAL REPORT

This Appraisal Report is prepared in compliance with the minimum appraisal requirements established in the Canadian Uniform Standards of Professional Practice (CUSPAP 2022).

APPRAISAL PROBLEM DEFINED

PUC Services Inc. is in the process of negotiating a new easement over a parcel of land for the construction of a proposed 230 kV Transmission Line that will connect the Hydro One station on Third Line East with a new transmission station to be built at the east end of Yates Avenue.

APPRAISAL CLIENT

The client identification for this real property appraisal assignment is as follows:

- Client Name: PUC Services Inc.
- Individual authorizing this assignment: Shelley Hambly, Purchasing Agent
- Address: 550 Second Line West, Sault Ste. Marie, ON

INTENDED USER

The intended user of this real property appraisal report is PUC Services Inc. (PUC) and its representatives.

INTENDED USE

The intended use of the appraisal is to provide PUC Services Inc. with an estimate of the Current Market Value of the new easement or required parcel within the land corridor. The appraisal will be used for internal use purposes.

DATE OF REPORT

The date of the report is November 14, 2022.

DATE OF INSPECTION

The servient parcel was inspected on November 14, 2022. The property was viewed from the roadside. Further to that, aerial photographs of the existing easement or required parcel were supplied by the client.

EFFECTIVE DATE OF VALUE

The effective date of value of this appraisal report is November 14, 2022.

CUSPAP DEFINITIONS

The following terms may be referred to within the report. Complete definitions are sourced from the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP 2022) and The Dictionary of Real Estate Appraisal and are contained in the Definitions Section of the report.

- Across the Fence (AFT)
- Corridor
- Easement
- Easement – Dominant & Servient Estate

- Economic Unit vs. Non-Economic Unit
- Exposure Time
- Extraordinary Assumptions & Hypothetical Conditions
- Fee Simple Estate
- Market Area
- Market Value

MARKET VALUE

The appraisal considers the market value of the existing easement or required parcel with an effective date of November 14, 2022. In determining the valuation of the subject property, we will consider the market value under conditions prevalent as of this date. Establishing the effective date of the appraisal is standard appraisal practice, and it is important to consider because value is subject to change over time. Aside from possible physical changes to the property, the value of real estate is also subject to changing economic conditions, under which value may remain static, increase, or decrease. Additionally, changing policies of governing authorities may impede or encourage development over time.

These limitations are implicit in the definition of "market value." For further discussion on this subject, refer to the Methods of Valuation Section of this report. Note that the valuation makes no reduction for commission on sale, unpaid taxes, or liens against the property.

REASONABLE EXPOSURE TIME

Table #1 is a summary of vacant land sales in Sault Ste. Marie reported on MLS over the past 12 months. It is noted that the average days on the market is 72 days. A reasonable exposure time for the subject property at the value concluded herein is estimated to be 1-3 months.

Table 1

Sold Market

	No. of Listings	Dollar Volume	Average Price	Median Price	Average DOM
VACANT LAND					
SOLD	64	$6,892,250	$107,691	$91,000	72
Analysis By Area					
Sault Ste. Marie	64	$6,892,250	$107,691	$91,000	72
Totals	64	$6,892,250	$107,691	$91,000	72
Non Co-op Sales	33	$3,602,650	$109,171	$84,975	76
Co-op Sales	31	$3,289,600	$106,116	$102,500	69
Total Sales	64	$6,892,250	$107,691	$91,000	72

METHODOLOGY

Typically, there are three approaches to value.

1. The Direct Sales Comparison Approach;
2. The Cost Approach and;
3. The Income Approach.

The Direct Sales Comparison Approach is the primary approach to value for vacant land and will be advanced in this report. The methodology used will be the Across the Fence "ATF" method. This is a common format used to estimate the value of an independently non-viable parcel of land such as a utility corridor. Inherent in this method is that the land underlying the easement would have similar value characteristics with property adjoining or in the same general vicinity as the servient property.

PROPERTY RIGHTS APPRAISED

The property rights of the servient parcel are considered fee simple estate. The property rights appraised for the existing easement or required parcel is the fee simple estate[2].

EXTRAORDINARY ASSUMPTIONS

This appraisal is performed based upon the following extraordinary assumption(s):

1. Despite any improvements to the servient property, it is assumed to be vacant and unimproved.
2. The value of the subject property and servient parcel is predicated on the fee simple interest.

HYPOTHETICAL CONDITIONS

This appraisal is performed based upon the following hypothetical condition.

1. The existing easement or required property is an independently non-viable portion of a larger (servient) property. For the purpose of this report, it will be valued as a separate viable and independent parcel.

SCOPE OF WORK

The scope of this appraisal assignment is summarized as follows:

1. An inspection of the subject site was conducted during the month of November 2022.
2. The intended use of the appraiser's analyses, recommendations and opinions, type and definition of value, effective date of the appraiser's opinions and conclusions and subject of the assignment and its' relevant characteristics are discussed.

[2] When the ATF Method is utilized to determine the per unit value of the subject parcel, the property rights of the servient tract are considered fee simple estate.

3. Client agency or special legal instructions involving Extraordinary Assumptions or Hypothetical Conditions provided to the appraiser are described in the report.

4. A preliminary title report was obtained using the Geowarehouse website.

5. Municipal contacts consisted of the legal department, Planning and Engineering personnel at the Corporation of the City of Sault Ste. Marie as well as representatives of the Public Utility Commission and their advisors.

6. This appraisal assignment contains limited discussion of the region, community, neighbourhood, the subject land, zoning, and highest and best considerations sufficient to accommodate the decision making processes in this appraisal assignment.

7. Comparable market data has been obtained from;

    a. In-house data files.
    b. Confirmation with buyers and sellers when possible.
    c. Public property records (Geowarehouse).
    d. MPAC website.
    e. Real estate brokers.
    f. MLS data sources available to REALTORS®.
    g. Data sharing with other real estate professionals - only to the extent necessary based on the intended use of this real property appraisal.

8. Appropriate research was conducted pertaining to current market conditions relating to the subject property. The geographic area searched for market data is limited to the City of Sault Ste. Marie within a time span of about 4 years. The analysis focused on vacant land sales segmented into several categories.

    a. Serviced acreage greater than 15 acres with access to municipal services.
    b. Unserviced acreage greater than 15 acres.
    c. Serviced land between 3 and 15 acres.
    d. Unserviced land between 3 and 15 acres.
    e. Serviced land less than 3 acres.
    f. Unserviced land less than 3 acres.

9. Further segmentation was required for factors such as zoning, environmental, access etc. These factors are detailed further on in this report.

10. The final estimate of value requires a reconciliation of the values obtained through the implementation of the Direct Sales Comparison Approach. The results of the sales analysis along with professional judgment forms the basis for the opinion of value conclusion.

Market Area Analysis

MARKET AREA BOUNDARIES

North Boundary:	▪ Wallace Terrace
South Boundary:	▪ St. Mary's River
West Boundary:	▪ Allen's Side Road
East Boundary:	▪ Algoma Steel

MARKET AREA LAND USES

North Land Uses:	▪ Residential / Institutional
South Land Uses:	▪ Waterfront
West Land Uses:	▪ Undeveloped Vacant Land / Residential
East Land Uses:	▪ Heavy Industrial

Map 2



MARKET AREA CHARACTERISTICS

Neighbourhood Characteristics	Poor	Fair	Average	Good	Excellent
Adequacy of shopping	☐	☐	☒	☐	☐
Adequacy of utilities	☐	☐	☐	☒	☐
Employment opportunities	☐	☐	☐	☒	☐
Property compatibility	☐	☐	☐	☒	☐
Recreation facilities	☐	☐	☒	☐	☐
Fire and police protection	☐	☐	☐	☒	☐
General appearance of properties	☐	☐	☐	☒	☐
Building upkeep and maintenance	☐	☐	☐	☒	☐
Protection from detrimental conditions	☐	☐	☒	☐	☐
Appeal to the real estate market	☐	☐	☐	☒	☐
Quality of real estate developments	☐	☐	☐	☒	☐
Retail/commercial occupancy levels	☐	☐	☐	☒	☐
Apartment occupancy levels	☐	☐	☐	☐	☒
Single family occupancy levels	☐	☐	☐	☐	☒
Development and growth trends	☐	☐	☐	☐	☒
Amenities	☐	☐	☒	☐	☐

CYCLICAL PHASES OF REAL ESTATE MARKET DEVELOPMENT

Recovery:	Decreasing vacancy rates, low new construction, moderate absorption, low/moderate employment growth and negative/low rental rate growth
Expansion:	Decreasing vacancy rates, moderate/high new construction, high absorption, moderate/high employment growth, and medium/high rental rate growth.
Hyper-Supply:	Increasing vacancy rates, moderate/high new construction, low/negative absorption, moderate/low employment growth, and medium/low rental rate growth.
Recession:	Increasing vacancy rates, moderate/low new construction, low absorption, low/negative employment growth, and low/negative rental rate growth.

The subject market area is located in the south-west section of the city and is considered to be in an Expansion Phase.

CONCLUSION OF MARKET AREA ANALYSIS

The population, income, and employment characteristics within the City of Sault Ste. Marie are expected to be stable, into the foreseeable future. The market area in which the subject is located should continue to be in high demand into the foreseeable future.

Real Estate Appraised

SUBJECT PROPERTY – SERVIENT PARCEL

Address:	▪ 0 Yates Avenue, Sault Ste. Marie
ARN #:	▪ 576106000100300
PIN #:	▪ 316090384 / 316090043 / 316090036
Legal Description:	▪ KORAH PT SEC 34 RP 1R5829 PART 7 RP 1R10744 PARTS 1 2 4 TO 14 17 TO 21 PT PARTS 3 AND 16 RP 1R10935 PART 2 RP 1R13242 PART 1
Ownership:	▪ The Corporation of the City of Sault Ste. Marie
Assessment:	▪ $1,803,000 / 2022
Sales History:	▪ Title Transfer for $1,700,000 on March 18, 2004
Listing History	▪ There are current MLS listings on Parcels 3, 4 & 5. The listing agent advised the offers are conditional on each parcel being severed from the larger parcel. ▪ According to the client, the approximate parcel outlined in yellow below has recently been sold and is not to be included in the servient parcel. Details of the sale are not yet registered on GeoWarehouse.
Zoning:	▪ Heavy Industrial Zone (M3) / Parks & Recreation (PR) / Environmental Management (EM)
Parcel Size:	▪ 52.05 acres (210,640 sq.m)
Current Use:	▪ Sewage Pumping Station

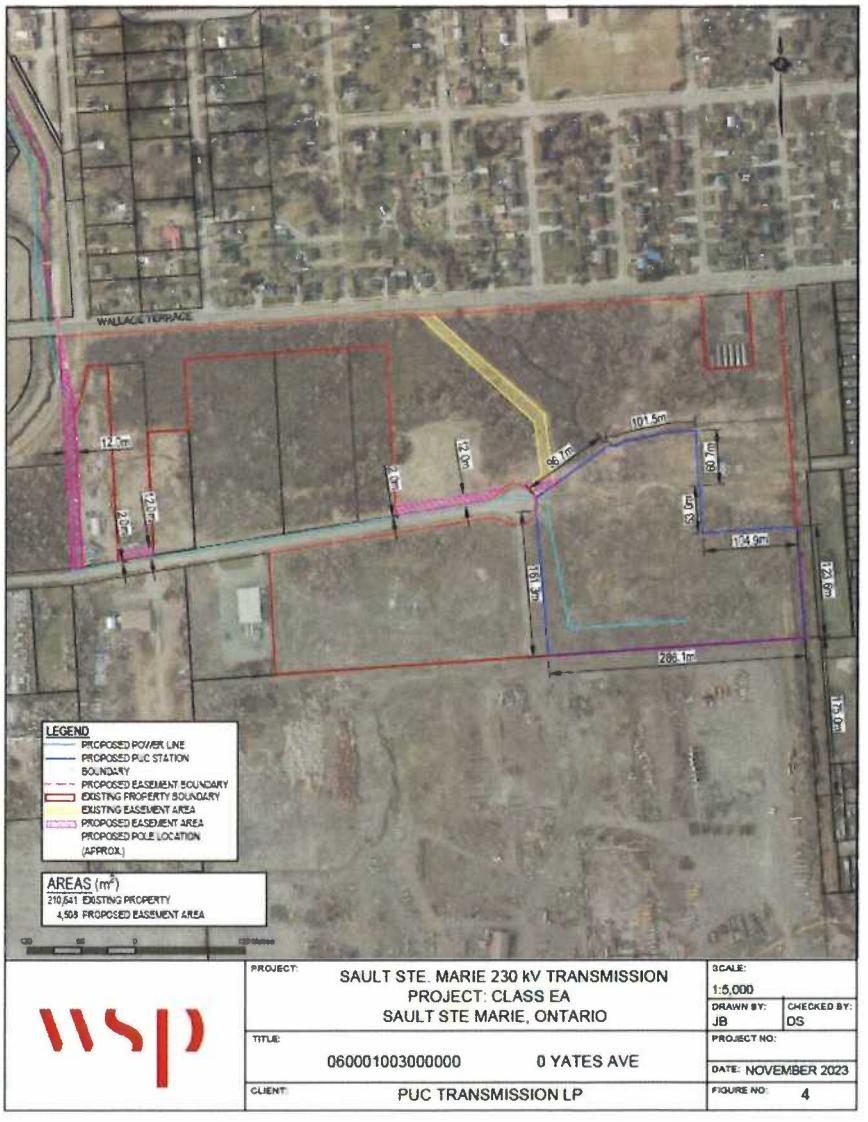
Aerial View of Servient Parcel



SUBJECT PROPERTY – REQUIRED PARCEL

Easement Type:	▪ New
Details:	▪ Linear strips of land that transverse various portions of the servient property. The required easements are represented by the purple cross-hatching. See sketch below.
Requirement:	▪ 1.11 acres (4,508 sq.m)
Method:	▪ The portions required for the easement are not independent, economic units; therefore, they will be valued by applying the ATF Method.

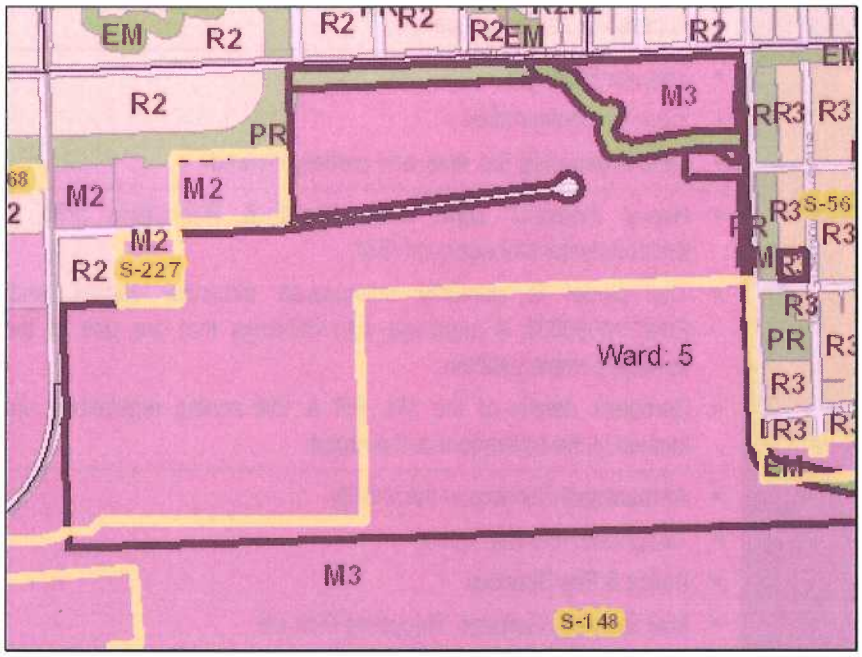
Aerial View of Required Parcel



SERVIENT PARCEL - SITE & IMPROVEMENT DATA

Site Access:	▪ Access via Yates Avenue
Characteristics:	▪ Irregular Frontage ▪ Irregular Configuration ▪ Land is generally flat, level and partially cleared.
Zoning/Restrictions:	▪ Heavy Industrial Zone (M3); Parks & Recreation (PR) & Environmental Management (EM) ▪ The parcel is primarily unimproved industrial vacant land. PIN#316090036 is improved with buildings that are part of the sewage pumping station. ▪ Complete details of the M3, PR & EM zoning regulations are located in the addendum of the report.
Utilities & Services:	▪ All municipal Services in the vicinity ▪ Telephone, Internet, Cable ▪ Police & Fire Services ▪ Mail Delivery, Garbage, Recycling Pick-Up
Off-Site Improvements:	▪ Paved Roadway, Street Lights ▪ No sidewalks or curbs
Easements & Encumbrances:	▪ According to GeoWarehouse there may be 2 easements on the servient parcel. ▪ No title search was conducted.
Environmental Statement:	▪ The appraiser is not qualified to detect the presence of environmental hazards. The services of an expert in this field should be retained if there is any question as to the existence of hazardous materials or environmental problems. The value stated herein is based upon the assumption that the subject is unaffected by environmental issues or hazardous materials.
Improvements:	▪ Only PIN #316090036 is improved with buildings that form part of the sewage pumping station. ▪ The improvements are not directly impacted by the proposed project, the subject required parcel will be appraised as vacant land.
Current Use:	▪ The majority of servient tract is currently unimproved vacant land. There is a sewage pumping station on the east side of the property that can be accessed from Dayton Avenue.
Land Use Adjacent Tracts:	▪ North: Residential ▪ South: Industrial ▪ West: Industrial ▪ East: Residential

Map 3 – Zoning Map



Highest and Best Use

EXISTING USE

As at the effective date, the servient property is improved with buildings that form part of the Sewage Pumping Station (on PIN #316090036 only).

HIGHEST AND BEST USE

The Highest and Best Use may be defined as:

"That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The Highest and Best Use of the subject site, as if vacant, is for industrial development, as permitted in City of Sault Ste. Marie By-Law 2005-150.

Methods of Valuation

INCOME APPROACH

The Income Approach is predicated on the assumption that there is a direct relationship between the amount of income a property is capable of earning and its value. Since the subject is an effectively vacant parcel of land that produces no income, the Income Approach is not considered applicable for this appraisal.

COST APPROACH

The Cost Approach is based upon the understanding that market participants relate value to cost. It is typically applicable in the valuation of properties featuring physical improvements which contribute substantially to the overall value of the property under appraisement. The Cost Approach is not considered applicable for this appraisal.

SALES COMPARISON APPROACH - LAND ONLY

The Direct Sales Comparison Approach is based is "the principle of substitution" which recognizes that the value of a property is set by the price that would be paid for a substitute property of equal desirability. The quality and characteristics of each comparable sale used in this approach were analyzed taking into consideration variations between each comparable and the subject property. It recognizes factors such as location, size, zoning, shape etc. Upward adjustments are applied if the comparable is inferior and conversely if the comparable is superior. The Sales Comparison Approach is the primary approach to value for vacant land and is considered applicable for this appraisal.

As previously discussed, the subject property is a narrow corridor. A search for arm's length sales transactions of corridors did not reveal any pertinent sales data, necessitating the use of the Across the Fence Method (ATF). The ATF Method is predicated on the premise that the land on which the corridor is situated should at a minimum, be worth as much as the land through which it passes or is contiguous to (i.e., the servient parcel). The sales transactions used in the analysis are compared to the servient parcel, the measurable variants are considered, adjustments applied, resulting in the fee simple unit value for the servient parcel. The unit (zonal) value of the servient property is then applied to the required parcel's (non-economic unit) land size resulting in an indication of market value for the subject parcel.

Direct Sales Comparison Approach

COMPARABLE SALES ANALYZED

The sales summarized below represent the best available to compare to the subject property as of the effective date of this appraisal. The analysis focused on comparable vacant land sales in the City of Sault Ste. Marie and Prince Township. Full details of the comparable sales analyzed are retained in the appraiser's file.

Table 2

Summary of Sales Analyzed

#	Address / PIN	Sale Date	Sale Price	Vendor s/t Purchaser	Size (A)	Frontage / Shape	$/Acre	Zoning / Services
1	79 Industrial Park Cres. / 315610139	1-Nov-18	$440,000	1743473 Ontario Inc. **s/t** PUC Services Inc.	4.06	365.52' / Rectangular	$108,374	M2 / Yes
2	1135 Second Line East / 315040480	6-Sept-22	$766,500	Simek, Cyril **s/t** Odena Ltd.	8.23	643' / Rectangular	$93,135	M1 / Yes
3	251 Industrial Park Cresc. / 315610166	18-Jan-21	$840,000	Green North Developments Ltd. **s/t** Algoma Power Inc.	12.08	104.2' / Irregular	$69,536	M2 / Yes
4	114 Allens Side Rd. / 316090032 316090031 316090041	25-Feb-22	$473,284	786280 Ontario Inc. **s/t** 1000102575 Ontario Inc.	13.06	440' / Rectangular	$36,239	M3 / None
5	604-662 Shannon Road / 315030072	3-Oct-18	$475,000	Quality Transport Investments Ltd. **s/t** The Corp. of the City of Sault Ste. Marie	11.07	604.08' / Irreg. Rectangle	$42,909	M2 / Yes
6	0 Wood Park / 316130366	23-Dec-19	$270,000	2124732 Ontario Inc. **s/t** The Corp. of the City of Sault Ste. Marie	15.20	389' / Irreg. Rectangle	$17,763	M3 / None

Comparable Remarks	
1	Sale #1 is situated in the Industrial Park in close proximity to Car Star and the intersection of Great Northern Road. The land is serviced, flat and level.
2	Sale #2 is situated at the intersection of Second Line East and Black Road. Second Line East forms part of the Highway 17 by-pass and is a heavily travelled transportation route. The property has excellent visibility and is zoned for a multitude of commercial or industrial uses. The property has been recently cleared.
3	Sale #3 is situated in the Industrial Park between Third and Second Line, on the west side of Great Northern Road. The park was developed by the city of Sault Ste. Marie. Most of the lots were sold to private enterprise. The subject is flat and level and was improved with an Industrial Building after the date of Purchase.
4	Sale #4 is south of the Yates Avenue Industrial Park. There were several buildings on the site when sold. The actual Sale Price was $1,200,000. The land value of $473,284 was determined by deducting the reproduction cost new less depreciation of the improvements from the Sale Price.
5	Sale #5 is situated on the north side of Trunk Road where it intersects with Shannon Road. The land is flat and level. Water is available to the site but no sanitary services. The property is only accessible by an unopen portion of Shannon Road.
6	Sale #6 is located west of Yates Avenue near the intersection of Leighs Bay Road and south of Base Line. There are no services available to the site. In close proximity to the Flakeboard Company and A.B.McLean Road that has access to Algoma Steel Inc. harbour.

ADJUSTMENT PROCESS

Elements of comparison are the characteristics that identify the variances in the prices paid for real property. The elements of comparison considered most pertinent to the valuation of the subject property are discussed in the following analysis.

The sequence in which adjustments are applied to the comparable sales is determined by the market data and analysis of that data. Transactional adjustments are typically applied in the following sequence: 1) Market Conditions (Adjustment for Time); 2) Conditions of Sale; 3); Financing Terms. Transactional adjustments are cumulative, whereby each consecutive adjustment results in a new adjusted sale price for the comparable sale.

Unlike transactional adjustments, property adjustments do not have to be applied in a specific sequence and each one does not result in a new adjusted sale price for the comparable sale. Each property element is considered on its own merit; however, the final adjusted sale price for a comparable sale is determined by netting out the positive and negative percentage adjustments for the property elements in order to render a single additional percentage adjustment (i.e., Net Property Elements Adjustment) to be applied to the Market Conditions adjusted sale price. Typical property adjustments include the following:

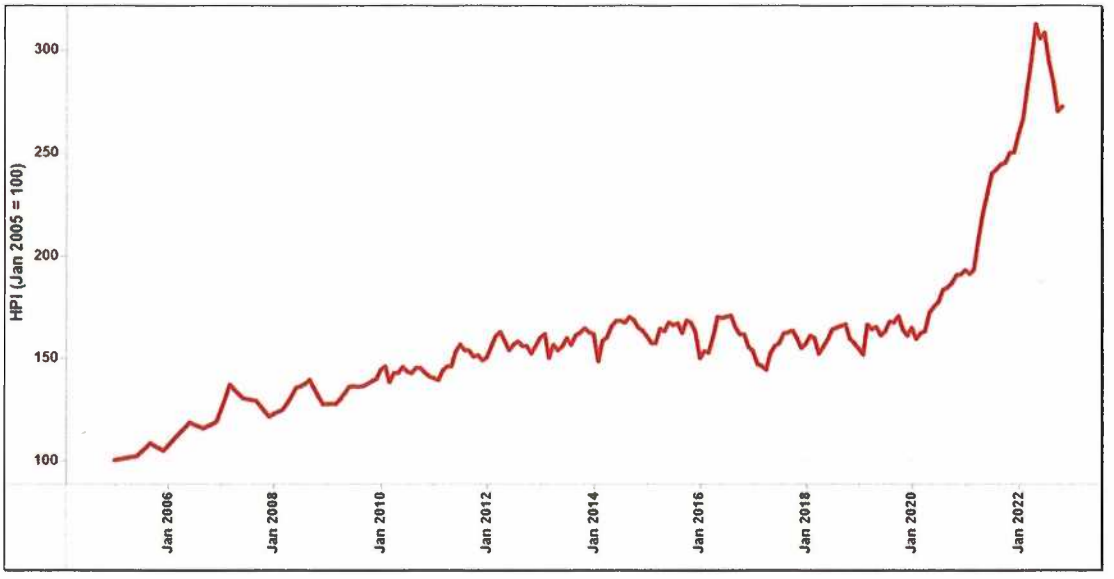
- Location
- Property Size
- Shape/Configuration
- Accessibility
- Proximity to Services
- Adverse Easements
- Zoning/Restrictions
- Environmental

SEQUENCE OF ADJUSTMENTS

TIME ADJUSTMENT

Market data has been obtained, in part, from documents available on the Geowarehouse website, the Municipal Property Assessment Corporation (MPAC) or as reported by the Sault Ste. Marie Real Estate Board. As well as using such documented and generally reliable evidence of market transactions, it was necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information. The sales used in this appraisal were registered between October 2018 and September 2022, with the effective date of this report being November 14, 2022.

Chart 1



As indicated in Chart 1, between the date of the earliest registered comparable sale and the effective date of this report there has been a significant appreciation in the local market – most significantly since the advent of the of COVID 19.

Table 3

Time Adjustment

Sale #	Address	$/Acre	No. Months	Time Adj. $/Acre
1	79 Industrial Park Cresc.	$108,374	49.13	$156,447
2	1135 Second Line E.	$93,135	2.30	$96,379
3	251 Industrial Park Cresc.	$69,536	22.17	$82,062
4	114 Allens Side Road	$36,239	8.73	$41,271
5	604-662 Shannon Road	$42,909	50.10	$62,391
6	0 Wood Park	$17,763	35.23	$23,113

An upward adjustment ranging between 0.75% - 1.5% per month was applied to each comparable transaction. The adjustment was derived from statistical information obtained from the Canadian Real Estate Association residential price index for Sault Ste. Marie.

The time adjusted unit price ranged from $23,113 per acre to $156,447 per acre, with the average price being $76,944 per acre and the most historic transaction occurring in October 2018.

REAL PROPERTY RIGHTS CONVEYED

This adjustment considers a difference in real property rights conveyed in the comparable sale transactions relative to the interest being appraised for the subject property. The objective is to determine if the real property rights conveyed impacted the sale price. All sales were considered similar.

FINANCING TERMS

This adjustment considers whether the financing structure of the sale influenced the sale price of any of the comparable properties. Typical market-based mortgage financing is considered to be the same as a cash sale. All sales were considered similar.

CONDITIONS OF SALE

This adjustment considers whether the comparable sales were arm's-length in nature or whether there were atypical circumstances surrounding the sale that may have influenced the sale price. Unrelated parties who are under "no duress" arrive at an arm's length transaction. The 6 sales were assumed to be arm's length transactions.

EXPENDITURES IMMEDIATELY AFTER PURCHASE

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or costs to remediate environmental contamination. None of the sales had expenditures after purchase.

LOCATION

Amenities such as proximity to transportation, rail, available services and exposure to traffic influence the value of industrial land. Buyers are generally willing to pay more for properties situated on high traffic arteries than otherwise similar properties, be it in the rental or ownership market. The subject property is located on the north and south side of Yates Avenue, a dead-end street. It is in close proximity to heavy industrial land within Algoma Steel Inc. (immediate south). Clearly, the sales data indicates that, from a locational perspective, the Yates Avenue Industrial Park is a less desirable location than the Industrial Park near Great Northern Road or industrially zoned property in the Trunk Road neighbourhood.

Map 4 on the following page illustrates the location of each of the comparable sales in relation to the subject property.

Map 4

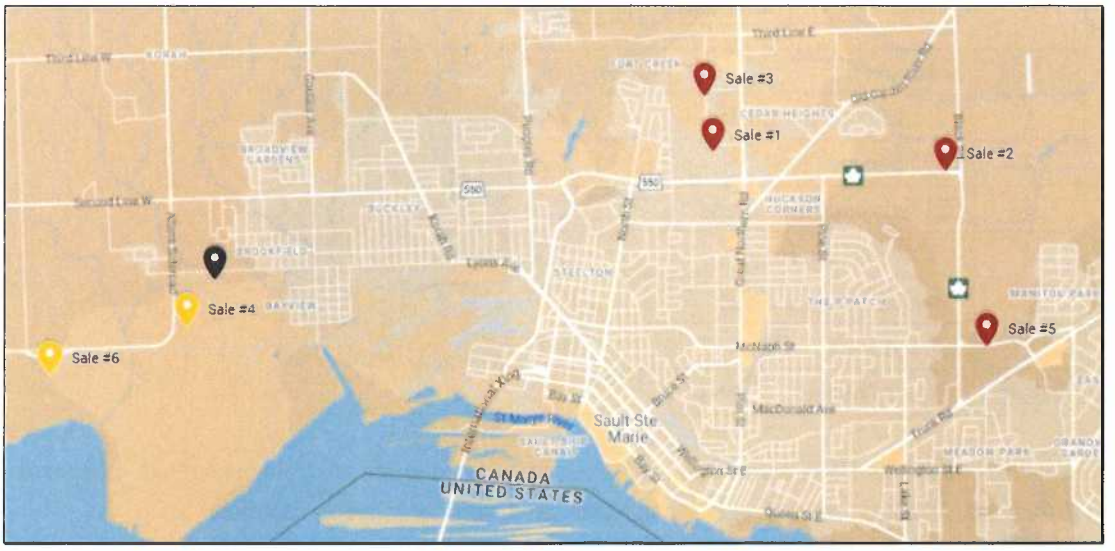


Table 4

Location Adjustment

Sale #	Address	Comparability
1	79 Industrial Park Cresc.	Superior
2	1135 Second Line E.	Superior
3	251 Industrial Park. Cresc.	Superior
4	114 Allens Side Road	Similar
5	604-662 Shannon Road	Superior
6	0 Wood Park	Similar

Sale #4 is in a similar industrial neighbourhood immediately south of the subject. Sale #6 is located about one mile west of the subject, south of Base Line in an area with similar locational attributes but is un-serviced. Sale #1, #2, #3 and #5 are in locations considered superior to Yates Avenue.

PROPERTY SIZE

Generally, the price per acre is higher for a small parcel of land when compared to larger parcels with otherwise similar shape, location, exposure, etc. The inverse of this relationship also holds true. Large parcels of land typically sell at a lower per unit (i.e price per acre) when compared with smaller tracts of land that are otherwise similar. This trend is attributed to the economies of scale.

Table 5

Property Size Adjustment

Sale #	Address	Size (A)	Comparability
1	79 Industrial Park Cresc.	4.06	Smaller
2	1135 Second Line E.	8.23	Smaller
3	251 Industrial Park. Cresc.	12.08	Smaller
4	114 Allens Side Road	13.06	Smaller
5	604-662 Shannon Road	11.07	Smaller
6	0 Wood Park	15.20	Smaller
Subject	0 Yates Avenue	52.05	

The subject parcel is 52.05 acres. The comparable sales used in the analysis ranged from 4.06 acres to 15.20 acres. As noted above, all of the comparable sales are smaller than the subject.

SHAPE/CONFIGURATION

Generally speaking, rectangularly shaped sites are most affable to development, as abnormalities can create layout problems and render some portions of the site unusable.

Table 6

Shape/Configuration Adjustment

Sale #	Address	Frontage	Comparability
1	79 Industrial Park Cresc.	365.52'	Smaller
2	1135 Second Line E.	643'	Smaller
3	251 Industrial Park. Cresc.	104.2'	Smaller
4	114 Allens Side Road	440'	Smaller
5	604-662 Shannon Road	604.08'	Smaller
6	0 Wood Park	389'	Smaller
Subject	0 Yates Avenue	577' & 580'	

The subject property has approximately 577' of frontage on the south side of Yates Avenue and approximately 580' combined on the north side. The sales ranged from 104.2' to 643'. All of the sales are smaller in frontage. The subject is highly irregular in shape (see aerial view on page 13) and would be considered inferior to all of the comparable sales analyzed.

ACCESSIBILITY

Properties with good access and egress will normally sell for an optimum price. Conversely, the value of landlocked parcels diminishes due to lack of accessibility and typically will only have value to abutting landowners. All of the comparable sales had good access.

MUNICIPAL SERVICES

Tracts with access to public utilities and/or those with utilities connected to the site typically sell at higher prices than tracts without such utilities. The subject has municipal services to the property line, as does Sales #1, #2, #3 and #5.

ADVERSE EASEMENTS

CUSPAP states that the characteristics of a property must be adequately described and analyzed. Standards Rule 9.2.3. v states that any known or apparent restrictions, easements, encumbrances, leases, reservations, covenants, contracts, declarations judgments, special assessments, ordinances, liens, and/or other item of a similar nature if relevant to the Assignment.

In order to determine the effect, if any, that easements might have on the market value of a property (either subject or comparable sale), a search was made for vacant land sales in the market area.

Paired sales can be a useful method of supporting an adjustment. The sale of two properties whose characteristics are highly similar, such that the difference between the two is the presence of the easement, would be one way to make an adjustment.

If two properties sold (around the same time) that are highly similar except for the easement, and there was a difference in selling price, then the difference in price would be a result of that unique feature. Conversely, if two parcels of vacant land with identical characteristics (except for an easement) sell for the same amount on a per acre basis, it can be concluded that the easement has no effect on market value.

Appraisal theory supports the notion that paired sales can be a useful method of supporting an adjustment. In this method, five individual sets of pairings were undertaken. Each are highly similar, such that the only difference between the two is the presence of the easement. Table 7 below summarizes the results of that analysis.

Table 7

Easement Paired Sales Analysis								
Index No.	Address	Acres	Sale Date	Sale Price	Easements	Sale Price/Acre	Difference in Price/Acre	%
1.1	718 Black Road	3.1	5/2/2022	$ 160,000	None	$51,613	-$4,073	-7.9%
1.2	690 Black Road	2.6	12/8/2022	$ 142,000	1	$55,686		
2.1	255 East Balfour	2.9	6/5/2020	$ 109,900	None	$37,509	$1,244	3.3%
2.2	571 Second Line West	3.6	10/30/2022	$ 129,900	1	$36,265		
3.1	522 Allens Side Road	3.5	9/29/2022	$ 175,000	None	$49,435	-$6,251	-12.6%
3.2	690 Black Road	2.6	12/8/2022	$ 142,000	1	$55,686		
4.1	718 Black Road	3.1	5/2/2022	$ 160,000	None	$51,613	$3,279	6.4%
4.2	175 Old Goulais Bay Road	3.9	2/26/2021	$ 190,000	1	$48,334		
5.1	779 Bar Road	49.7	6/10/2022	$ 220,000	None	$4,426	$1,132	25.6%
5.2	Bear Lake	85.0	11/23/2022	$ 280,000	1	$3,294		

Because land markets are imperfect, even in the most ideal conditions there will be some variation in the price paid per acre of land despite the land exhibiting similar traits.

As shown in Table 7, the difference in price per acre between land selling subject to an easement and land selling without an easement, ranged from a low of -$6,251 per acre to a high of $3,279. In percentage terms, it ranged from -12.6% to 25.6%.

The sales noted clearly indicate that vacant land, subject to such easements does not necessarily suffer in terms of an effect on its market value. In fact, in two of the five paired sales, the land subject to an easement actually sold for more than the property without an easement.

According to GeoWarehouse, the subject may have 2 easements on the property and Sale #1 and #3 may have 2 easements on each. No title search was conducted.

It appears that there is insufficient proof that the required easement will result in a diminished value for the parent tract.

ZONING/RESTRICTIONS/ENVIRONMENTAL

Zoning controls may enhance or restrict permitted uses for a parcel of land. The subject is zoned M3, PR & EM. The M3 zone is the least restrictive industrial zone reserved for heavy industrial uses that are incompatible with most other land uses.

Table 8

Zoning/Restrictions/Environmental Adjustment

Sale #	Address	Zoning	Comparability
1	79 Industrial Park Cres.	M2	Similar
2	1135 Second Line E.	M1	Similar
3	251 Industrial Park. Cresc.	M2	Similar
4	114 Allens Side Road	M3	Similar
5	604-662 Shannon Road	M2	Similar
6	0 Wood Park	M3	Similar
Subject	0 Yates Avenue	M3/PR/EM	

Typically, values will increase for property allowing higher density of development. Given the hierarchy in the various zoning categories, zoning was considered in the selection of the final value per unit. All of the sales were zoned industrial and are considered similar to the subject.

DIRECT SALES COMPARISON SUMMARY

At 52.05 acres, the subject property is significantly larger than all of the comparable sales, the largest being 15.2 acres. Economies of scale dictates that a 52.05 acre parcel would have a unit value less than the smaller, 2 and 4 acre parcels now offered for sale by the city for $50,000 per acre. Also, the highly irregular shape of the parcel would render some portions of the site undevelopable.

Chart 2



Table 9

Summary of Values

Range	Rate per Acre
Minimum	$23,113
Average	$76,944
Maximum	$156,447

There is a broad range in values between the minimum ($23,113 per acre) and maximum ($156,447 per Acre). This is not unusual in this approach considering the variances in the comparable sales. It is noted that vacant industrial land on Yates Avenue is currently being offered for sale by the City of Sault Ste. Marie for $50,000 per acre and here are two conditional offers in effect.

In view of the foregoing comments, a -50% adjustment for size and -20% adjustment for shape and configuration is warranted. Using a base value of $50,000 per acre for the city owned parcels (2 and 4 acre sites), the following formula applies.

$50,000 x 30% = $15,000 / acre

FINAL ESTIMATE OF VALUE

The formula for calculating the value of the required subject property is relatively simple whereby the site size is multiplied by the estimated unit value derived through the analysis of sales.

Table 10

Value of Required Parcel

Zonal Value	Size (A)	Value	Rounded
$15,000	1.11	$16,650	$16,700

Following a thorough analysis of available pertinent data and allocation of appropriate unit values, it is my opinion the Current Market Value of the required portion, for powerline easement purposes, of the parcel described herein, as of **November 14, 2022 is: SIXTEEN THOUSAND SEVEN HUNDRED ($16,700.00) DOLLARS.**

Assumptions of this Real Property Appraisal Assignment

1. This appraisal assignment assumes no responsibility for the legal description or other matters involving legal or title considerations. Title to the subject property is assumed to be good and marketable unless otherwise stated. The legal description used in this report is assumed to be correct. Responsible ownership and competent property management are assumed for the subject property. The subject property is considered free and clear of any and all liens or encumbrances unless otherwise stated in this report. Encumbrances considered in this assignment include, where applicable and disclosed to the appraiser for review: real estate taxes, recorded easements and/or covenants, purchase options or sale agreements, signed leases and unpaid bond debt. It is assumed that any easements noted on the title report without specific locations will have no material effect on the normal use of the subject property. It is assumed that all customary public utilities for this property and market are reasonably available to the subject property, unless otherwise stated.

2. All engineering surveys are assumed to be correct. The plot plans and other illustrative material in this report are included only to assist the reader in visualizing the property. The appraiser assumes no responsibility for its accuracy. It is assumed that any utilization of land and improvements is within the described legal boundaries of the subject property, and that there is no encroachment or trespass, unless otherwise noted in this report.

3. It is assumed that there are no hidden or not apparent conditions of the subject property, subsoil, or structures, which would render it more or less valuable than other comparable properties. No responsibility is assumed for any such conditions or for professional engineering services, which might be required to discover such facts. No soils or geologic reports were made available to provide further input in this area unless previously discussed in this report.

4. Unless otherwise stated in this report, the existence of hazardous materials, substances and toxic contaminants, including without limitation asbestos, mold, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the subject property, was not called to the attention of the appraiser nor did the appraiser observe or become aware of such during the property inspection. The appraiser was not aware of the presence of soil contamination on the subject property, unless otherwise noted in this appraisal report. The appraiser is not an environmental inspector and is not qualified to test for or detect such substances. The appraisal report does not guarantee that the property is free of defects or environmental problems. The presence of such hazardous substances, if any, may affect the value of the subject property. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in areas the appraiser cannot see. The appraiser is not qualified to determine the cause of mold, the type of mold or whether the mold might pose any risk to the property or its inhabitants. The effect upon market value, due to contamination was not considered in this assignment, unless otherwise stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisal recommendations and opinions developed herein is predicated on the assumption that no such hazardous substances or conditions exist on or in the property or in such proximity thereto, which would cause a loss in value of the subject

property unless otherwise noted in the appraisal report. No responsibility is assumed for any such hazardous substances or conditions, or for the expertise or engineering knowledge required to discover them. Should the client have concerns over the existence of hazardous materials on or in the subject property, they should consider the services of a qualified, independent engineer or contractor to determine the existence and/or extent of any hazardous materials, as well as the cost associated with any required mitigation and/or removal.

5. Information furnished by others is believed to be reliable if it cannot be independently verified by the appraiser. However, no warranty is given for its accuracy.

6. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional organization with which the appraiser may be affiliated.

7. On all appraisal assignments involving proposed construction subject to satisfactory completion, repairs, or alterations, the appraisal report and appraisal recommendations and opinions are contingent upon completion of the proposed improvements in a workmanlike manner essentially in accordance with the plans and specification submitted for review to the appraiser.

8. The appraiser is not required to give testimony or appear in court because of having made the appraisal report with reference to the property in question, unless arrangements have been previously made for such a service.

9. Any forecasts or projections contained in this report are the product of the analysis of current, historical, and anticipated market conditions and assume continuation of prevailing political, social, economic, and environmental conditions. Such factors and contingent forecasts and/or projections are subject to change.

10. Neither all, nor any part of the contents of the appraisal report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional organizations, or the firm with which the appraiser is connected, shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, appraisers, professional organizations, any state or federally approved financial institution, any department, agency, or instrumentality, of written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser.

11. This appraisal report and its contents must be regarded as a whole and any excerpts from this appraisal report cannot be used separately, and if used separately, invalidates this report. The distribution, if any, of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal report and are invalid if so used.

12. It is assumed that there is full compliance with all applicable federal, provincial and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

13. It is assumed that the subject property is in compliance with all applicable zoning use regulations and restrictions, unless otherwise stated previously in this report. It is further assumed that any required governmental entitlements, licenses, certificates of occupancy, consents, etc., have been or can be obtained or renewed for any use upon which the value estimate in this report is based.

14. No environmental impact studies were either requested or made in conjunction with this appraisal assignment, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the recommendations and opinions based upon any subsequent environmental impact studies, research or investigation.

15. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing assumptions.

16. There may be other assumptions not mentioned in items #1 - #15 which have been previously described in this appraisal report.

EXTRAORDINARY ASSUMPTIONS NECESSARY IN THIS APPRAISAL ASSIGNMENT

Extraordinary assumptions are defined by the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the Appraiser's opinions or conclusions with the following comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis." If used in the assignment, extraordinary assumptions might have affected the assignment results, and for that reason must be clearly and conspicuously disclosed in the report. This appraisal is performed based upon the following extraordinary assumptions:

- That the subject property (required parcel) is vacant and unimproved.
- The value of the subject property (required parcel) is predicated on the fee simple interest.

HYPOTHETICAL CONDITIONS NECESSARY IN THIS APPRAISAL ASSIGNMENT

Hypothetical Conditions are defined by CUSPAP as "that which is contrary to what exists, but is supposed for the purpose of analysis with the following comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis." If used in the assignment, hypothetical conditions might have affected the assignment results, and for that reason must be clearly and conspicuously disclosed in the report. This appraisal is performed based upon the following hypothetical condition:

- The required parcel is a non-viable portion of a larger (servient) parcel. For the purpose of this report, it will be valued as a separate viable and independent parcel.

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or contemplated future interest in the properties that are the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).
- I have made an inspection of the property that is the subject of this report.
- I had no one else provided significant professional assistance in the development of the conclusions contained in this report.
- The Appraiser has established sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- My value conclusion and other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- The Appraisal Institute of Canada has a Mandatory Recertification Program for designated members. As of the date of this report, Samuel G. Butkovich AACI, has fulfilled the requirements of the program.
- The value estimate contained in this report applies as of November 14, 2022. This date may be referred to as the effective date of valuation.

December 5, 2023

Samuel G. Butkovich AACI, PApp
Senior Appraiser, Certificate #2805
AREA Real Estate Appraisals
A Division of Re/Max Sault Ste. Marie Realty Inc.

Definitions

ACROSS THE FENCE (ATF) METHOD

ATF is a means of estimating the price or value of land adjacent to or 'across the fence' from a railroad, pipeline, highway, or other corridor real estate." Property characteristics are subject to numerous variables. Some of the most common variables include;

- Zoning
- Municipal Services
- Serviced and un-serviced
- Access
- Property size and shape
- Restrictions to development

Consequently, the price per acre of each individual parcel within the corridor will vary depending on the variables listed above and how they affect each parcel within the corridor.

CORRIDOR

Corridor is defined as a strip of land used for transportation or transmission purposes (e.g., rail, highway, power, information, slurries, liquids).

EASEMENT

The right to use another's land for a stated purpose.

EASEMENT – SERVIENT ESTATE

An easement is a specifically defined easement (estate) in property and is owned by someone other than the owner of the underlying fee simple interest. It is a dominant estate and the underlying fee is a servient estate. The easement document specifically delineates what property rights are involved and should be included in the appraisal report.

ECONOMIC UNIT vs. NON-ECONOMIC UNIT

Economic Unit is defined as; A portion of a larger (servient) parcel, vacant or improved, that can be described and valued as a separate and independent parcel. Physical characteristics such as location, access, size, shape, existing improvements, and current use are considered when identifying an economic unit. The economic unit should reflect marketability characteristics similar to other properties in the market area. In appraisal, the identification of economic units is essential in highest and best use analysis of a property.

A larger parcel, as defined by the Dictionary, is the tract or tracts of land that are under the beneficial control of a single individual entity and have the same, or an integrated, highest and best use in land acquisitions.

Elements for consideration in making this determination are contiguity or proximity, as it bears on the highest and best use of the property, unity of ownership and unity of highest and best use.

When a parcel is determined to be a non-economic unit (i.e., incapable of being self-sufficient), a common process of estimating its value is by utilizing the Across the Fence Method (hereinafter referred to as the ATF Method).

EXPOSURE TIME

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure Time is defined as: the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Extraordinary Assumption is defined as; An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Hypothetical Conditions are described as; Hypothetical Conditions are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal, or economic characteristics of the subject property or external conditions, and are imposed for purposes of reasonable analysis.

FEE SIMPLE

Fee simple is defined as the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

MARKET AREA

Market Area is defined as; The area associated with a subject property that contains its direct competition. The market area analysis focuses upon social, economic, governmental, and environmental factors. These forces not only affect the market area, but they also directly influence the individual properties within it.

MARKET VALUE DEFINITION

"Market Value," as used in this report, is defined as; the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and Seller are typically motivated;

- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Zoning Regulations

14.3 HEAVY INDUSTRIAL ZONE (M3)

Introduction
The least restrictive Industrial Zone reserved for heavy industrial uses that are incompatible with most other land uses.

14.3.1 PERMITTED USES

- All permitted uses within M2 Zones, excluding M1 uses
- *Accessory uses*
- *Accessory use storage trailers*
- *Accessory use wind power turbines*
- *Caretaker's dwelling unit*
- *Commercial port facilities*
- *Contractors yards*
- *Delivery and courier services*
- *Dry cleaning and laundry plants*
- *Emergency response centres*
- *Heavy manufacturing*
- *Rail yards and related railway uses*
- *Reload centres for logs and pulpwood*
- *Salvage yards and recycling centers* - Subject to an Environmental Impact Assessment
- *Similar uses*
- *Utilities*

14.3.2 HEAVY INDUSTRIAL ZONE (M3) BUILDING REGULATIONS

All Minimums Unless Otherwise Noted

	Metres
Frontage	45m
Front yard Opposite a residential zone	15m 30m
Interior side yard Abutting a residential zone	5m on one side, 10m on the other side 30m
Rear yard Abutting a residential zone	8m 30m
Exterior side yard Opposite a residential zone	15m 30m
Maximum building height	None
Landscaped open space	75% of *required yards* opposite or adjacent to residential zones, or abutting streets must be landscaped

14.3.3 ADDITIONAL HEAVY INDUSTRIAL ZONE (M3) REGULATIONS

14.3.3.1 NO OPENINGS LARGER THAN 1.5 BY 2.2M FACING ABUTTING RESIDENTIAL LANDS

Where a Heavy Industrial zoned *lot* abuts or is opposite residentially zoned lands, any part of a building façade that faces these residentially zone lots shall not have any openings larger than **1.5m by 2.2m**. For any buildings, or portions thereof, that house office uses, the area occupied by the office use is exempt from this provision.

14.3.3.2 WHERE A *REAR* OR *INTERIOR SIDE YARD* ABUTS A RAILWAY

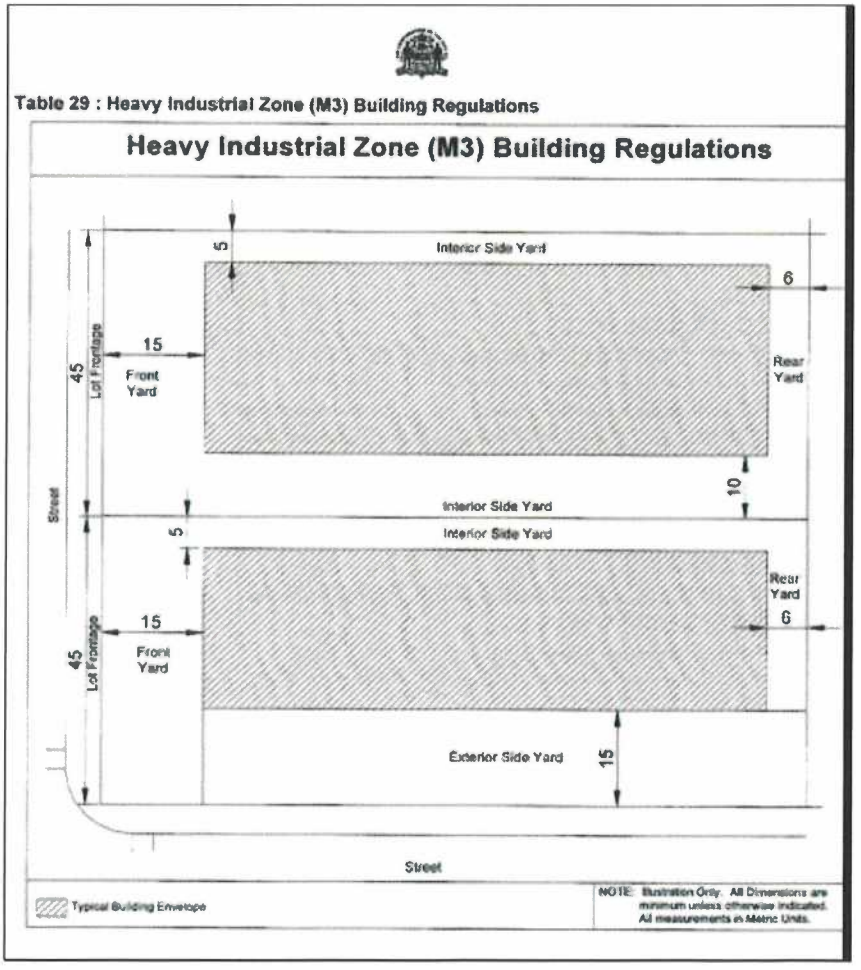
If a *rear* or *interior side yard abuts* a railway, no such *yard* is required if the use requires access to the railway.

14.3.3.2.1 REGULATIONS FOR *ACCESSORY USE WIND POWER TURBINES*

A. *Accessory use wind power turbines* are only permitted in industrial and rural zones, and shall have a minimum setback from any *lot line* that is equal to it's *height*.

B. A building permit will not be issued until building officials receive proof that all air safety regulations will be adhered to. Nav Canada and Transport Canada set out these regulations

Table 29 : Heavy Industrial Zone (M3) Building Regulations



12 PARKS AND RECREATION ZONE (PR)

Introduction
This zone provides for and regulates land uses that accommodate a variety o active and passive forms of outdoor recreation. While it is intended to apply this zone to open space or outdoor locations, buildings and *structures* are permitted as *accessory uses*.

12.1 PERMITTED USES

- *Accessory uses*
- *Campgrounds*
- *Care Facilities*
- *Caretaker Dwelling unit*
- *Conservation Uses*
- *Day Care Facilities*
- *Golf Courses* – Subject to holding provision
- *Marinas*
- *Parks and Playgrounds*
- *Recreational Facilities*
- *Schools*
- *Similar uses*

12.2 PARKS AND RECREATION ZONE (PR) BUILDING REGULATIONS

- Minimum distance of any building from any public Street is **20m**
- Minimum distance of any building from any *lot line* is **30m**
- *Maximum building height* is **2 storeys**

12.3 ADDITIONAL PARKS AND RECREATION ZONE (PR) REGULATIONS

12.3.1 HOLDING PROVISION FOR *GOLF COURSES*

The Holding Provision will be removed once the following has been completed:

- A hydro-geological report on the taking of water needed to support the golf course, along with any potential impacts on surface and ground water quality and quantity.
- This report shall be prepared in consultation with the Sault Ste Marie Conservation Authority.

12.3.2 SPECIAL REGULATIONS FOR MARINAS

Any building must be a minimum of **7.5m** from any public Street or *lot line*. The maximum *building height* is **2 storeys**.

10 ENVIRONMENTAL MANAGEMENT ZONE (EM)

Introduction

This zone is applied to the creeks, ravines, and wetlands that have been designated as Natural Resource and Constraint Areas in the Official Plan. The top of the embankments in which the rivers and creeks are located, and the identified boundaries of a wetland and their abutting areas determine the zone boundaries. While the main purpose of this zone is to protect the natural environment, some areas might be conducive to the placement of a building or *structure*. Consequently, building applications will be reviewed on a site-by-site basis, through the removal of a 'holding provision'.

10.1 PERMITTED USES

- *Conservation Uses*
- The lands may be used in conjunction with the permitted uses on the abutting portions of the *lot* in question, subject to the removal of a holding provision.

10.2 ENVIRONMENTAL MANAGEMENT ZONE (EM) BUILDING REGULATIONS

Required zone regulations for the Environmental Management Zone shall be the same as those found for the abutting zone that is applied to the remainder of the *lot*.

10.3 CONDITIONS FOR REMOVAL OF HOLDING PROVISION

As a condition for the removal of the holding provision, the developer or property owner shall address the following applicable Official Plan policies affecting the *lot* in question;

A. Fish Habitat,
B. Slope Stabilization,
C. Flood Lands,
D. Wetlands, and
E. Conservation Authority Cut and Fill Areas

MLS Listings

ALL SITES



$50,000

Virtual Tour

MLS Client View

MLS #	SM223252	Type	ICI
Major Area	Sault Ste. Marie	BUSINESS TYPE	Other
District	Sault Ste. Marie	ICI TYPE	Industrial
Sub District	Ward 5	# Stories	
	Yates AVE	# Elevators	
	Sault Ste. Marie	# of Washrooms	
	P6C 1G1	Parking # of Spaces	

Additional Photos

General Property Information:

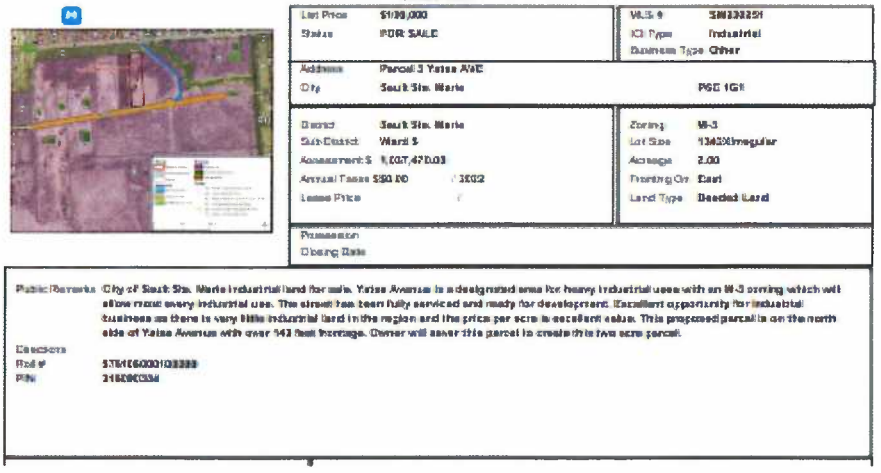
Acreage	51.50	Assessment $	1,037,470.00	Commercial SqFt	
Property Size	50 - 100 Acres	Annual Taxes $	$0.00	Retail SqFt	
Zoning	M-3	Tax Year	2022	Office SqFt	
		Annual Water/Sewer Exp		Indust./Warehse SqFt	
Age		Annual Heating Exp		Residential SqFt	
Age (Building)	Unknown	Annual Insurance Exp		Total SqFt	0.00
Fronting On	East	Annual Hydro Exp		Total Building Area	
Waterfront Y/N	No	Annual Other Exp		Ceiling Height	
Waterfront Name		Annual Total Exp		Seating Capacity	
Lot Frontage	1,342.00	Gross Income		Business Name	
Lot Depth	Irregular	Net Operating Income			
Lot Size	1342xIrregular	Chattel Included			
Occupancy	Vacant	Fixtures Excluded			

Public Remarks & Directions

Public Remarks City of Sault Ste. Marie industrial land for sale. Yates Ave is a designated area for heavy industry uses with an M-3 zoning which will allow most every industrial use. The street has been fully serviced and ready for development. Excellent opportunity for industrial business as there is very little industrial land in the region and the price per acre is excellent value. List price is $50,000 / acre with up to 51.5 acres available, buyer can determine acreage of parcel desired.

Directions

PARCEL 3



PARCEL 4



CLIENT VIEW

List Price	$200,000	MLS #	SM230315
Status	CONDITIONAL	ICI Type	Industrial
		Business Type	Other
Address	Parcel 4 Yates AVE		
City	Sault Ste. Marie		P6C 1G1
District	Sault Ste. Marie	Zoning	M-3
Sub District	Ward 5	Lot Size	356.6xIrregular
Assessment $	1,037,470.00	Acreage	4.00
Annual Taxes	$0.00 / 2022	Fronting On	East
Lease Price	/	Land Type	Deeded Land
Possession			
Closing Date			

Public Remarks: City of Sault Ste. Marie industrial land for sale. Yates Avenue is a designated area for heavy industrial uses with an M-3 zoning which will allow most every industrial use. The street has been serviced and ready for development. Excellent opportunity for industrial business as there is very little industrial land in the region and the price per acre is excellent value. This proposed parcel is on the south side of Yates Avenue with over 356 foot frontage. Owner will sever this parcel to create this four acre parcel.

Directions

Roll # 576106000100300

PIN 316090384

PARCEL 5



CLIENT VIEW

List Price	$90,000	MLS #	SM230532
Status	FOR SALE	ICI Type	Industrial
		Business Type	Other
Address	Parcel 5 Yates AVE		
City	Sault Ste. Marie		P6C 1G1
District	Sault Ste. Marie	Zoning	M-3
Sub District	Ward 5	Lot Size	156.2xIrregular
Assessment $	0.00	Acreage	1.76
Annual Taxes	$0.00 / 0	Fronting On	East
Lease Price	/	Land Type	Deeded Land
Possession			
Closing Date			

Public Remarks: City of Sault Ste. Marie industrial land for sale. Yates Avenue is a designated area for heavy industrial uses with and M-3 zoning which will allow most every industrial use. Land is ready for development. Excellent opportunity for industrial business as there is very little industrial land in the region and the price per acre is excellent value. This proposed parcel is on the south side of Yates Avenue with over 150 foot frontage and nearly two acres. Owner will sever to create this 1.76 acre parcel.

Directions

Roll # 576106000100300

PIN 316090384



wsp	PROJECT: SAULT STE. MARIE 230 kV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:1,500
		DRAWN BY: TP / CHECKED BY: DS
	TITLE: 060031002990000	PROJECT NO: 221-01502-00
		DATE: NOVEMBER 2022
	CLIENT: PUC TRANSMISSION LP	FIGURE NO: 14

Easement Appraisal Report

AREA Real Estate Appraisals

A Division of RE/MAX Sault Ste. Marie Realty Inc.
974 Queen Street East, Suite 201
Sault Ste. Marie, ON
P6A 2C5

SHORT NARRATIVE REPORT - PUC Easement

Effective Date:
November 14, 2022

Appraisal Prepared On:
New PUC Easement:
Rear - 1001 Second Line West
Sault Ste. Marie, ON

Services Prepared For:
PUC Services Inc. (PUC)
550 Second Line East
Sault Ste. Marie, ON
P6A 6P2



AREA
REAL ESTATE APPRAISALS
A DIVISION OF RE/MAX SAULT STE. MARIE REALTY INC.

January 25, 2023

PUC Services Inc.
550 Second Line East
Sault Ste. Marie, ON P6A 6P2

RE: PUC Transmission Project

SUBJECT PROPERTY ID	2-S			
Address	Rear 1001 Second Line		PUC Map #	14
ARN #	576106003100299		PIN #	316080056
Zoning	PR		Easement Type	New
Services	All Municipal Services.			
Configuration	Triangular			
PARCEL DETAILS				
Parent Parcel	Size (Acres)	4.05	Frontage (Feet)	N/A
Required Parcel	Size (Acres)	0.18	% of Parent Parcel	4.44%

As requested, I have prepared an appraisal of the above-referenced parcel of land that is required to facilitate the construction of a new 230kV transmission line. The attached Appraisal Report was prepared in compliance with minimum appraisal reporting requirements established in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP 2022).

Following a thorough analysis of available pertinent data and allocation of appropriate unit values, it is my opinion the Current Market Value of the required parcel described herein, as of **November 14, 2022** is: **EIGHT THOUSAND FIVE HUNDRED ($8,500.00) DOLLARS.**

If you have any questions concerning this appraisal report, please contact our office at (705) 759-2072.

Respectfully submitted,

Samuel Butkovich, AACI, PApp
Senior Appraiser, Certificate #2805
AREA Real Estate Appraisals
A Division of Re/Max Sault Ste. Marie Realty Inc.

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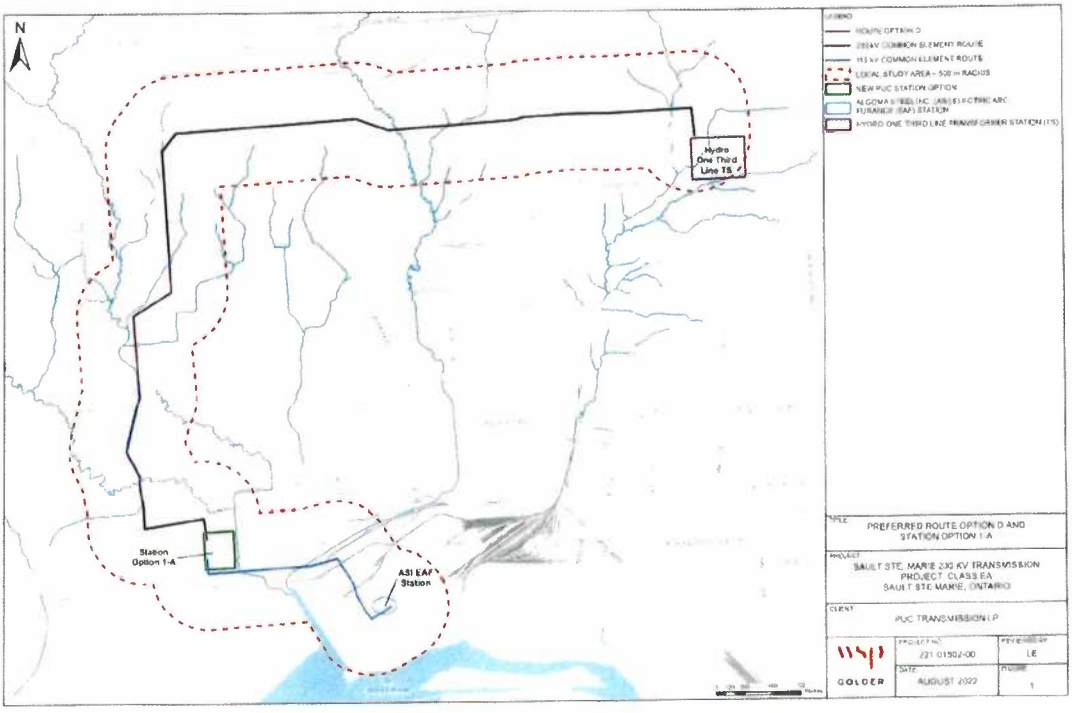
Appraisal Summary

PROJECT

PUC Services Inc., on behalf of PUC Transmission LP is in the process of planning and executing the work required to construct a new 230 kV transmission line and station in the City of Sault Ste. Marie in order to supply the increased electricity needs of Algoma Steel for its new Electric Arc Furnace project.[1]

Map 1 below details the existing and proposed route. The appraisal will focus on the fee simple land value of the new easement or required property, assuming it was vacant and unimproved. Details and specifics of the methodology used to arrive at a final estimate of value are contained in the body of the report.

Map 1



[1] Source: Excerpted from RFP Contract No. 22 08 005

APPRAISAL REPORT

This Appraisal Report is prepared in compliance with the minimum appraisal requirements established in the Canadian Uniform Standards of Professional Practice (CUSPAP 2022).

APPRAISAL PROBLEM DEFINED

PUC Services Inc. is in the process of negotiating a new easement over a parcel of land for the construction of a proposed 230 kV Transmission Line that will connect the Hydro One station on Third Line East with a new transmission station to be built at the east end of Yates Avenue.

APPRAISAL CLIENT

The client identification for this real property appraisal assignment is as follows:

- Client Name: PUC Services Inc.
- Individual authorizing this assignment: Shelley Hambly, Purchasing Agent
- Address: 550 Second Line West, Sault Ste. Marie, ON

INTENDED USER

The intended user of this real property appraisal report is PUC Services Inc. (PUC) and its representatives.

INTENDED USE

The intended use of the appraisal is to provide PUC Services Inc. with an estimate of the Current Market Value of the new easement or required parcel within the land corridor. The appraisal will be used for internal use purposes.

DATE OF REPORT

The date of the report is November 14, 2022.

DATE OF INSPECTION

The servient parcel was inspected on November 14, 2022. The property was viewed from the roadside. Further to that, aerial photographs of the existing easement or required parcel were supplied by the client.

EFFECTIVE DATE OF VALUE

The effective date of value of this appraisal report is November 14, 2022.

CUSPAP DEFINITIONS

The following terms may be referred to within the report. Complete definitions are sourced from the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP 2022) and The Dictionary of Real Estate Appraisal and are contained in the Definitions Section of the report.

- Across the Fence (AFT)
- Corridor
- Easement
- Easement – Dominant & Servient Estate

- Economic Unit vs. Non-Economic Unit
- Exposure Time
- Extraordinary Assumptions & Hypothetical Conditions
- Fee Simple Estate
- Market Area
- Market Value

MARKET VALUE

The appraisal considers the market value of the existing easement or required parcel with an effective date of November 14, 2022. In determining the valuation of the subject property, we will consider the market value under conditions prevalent as of this date. Establishing the effective date of the appraisal is standard appraisal practice, and it is important to consider because value is subject to change over time. Aside from possible physical changes to the property, the value of real estate is also subject to changing economic conditions, under which value may remain static, increase, or decrease. Additionally, changing policies of governing authorities may impede or encourage development over time.

These limitations are implicit in the definition of "market value." For further discussion on this subject, refer to the Methods of Valuation Section of this report. Note that the valuation makes no reduction for commission on sale, unpaid taxes, or liens against the property.

REASONABLE EXPOSURE TIME

Table #1 is a summary of vacant land sales in Sault Ste. Marie reported on MLS over the past 12 months. It is noted that the average days on the market is 72 days. A reasonable exposure time for the subject property at the value concluded herein is estimated to be 1-3 months.

Table 1

Sold Market

	No. of Listings	Dollar Volume	Average Price	Median Price	Average DOM
VACANT LAND					
SOLD	64	$6,892,250	$107,691	$91,000	72
Analysis By Area					
Sault Ste. Marie	64	$6,892,250	$107,691	$91,000	72
Totals	64	$6,892,250	$107,691	$91,000	72
Non Co-op Sales	33	$3,602,650	$109,171	$84,975	76
Co-op Sales	31	$3,289,600	$106,116	$102,500	69
Total Sales	64	$6,892,250	$107,691	$91,000	72

METHODOLOGY

Typically, there are three approaches to value.

1. The Direct Sales Comparison Approach;
2. The Cost Approach and;
3. The Income Approach.

The Direct Sales Comparison Approach is the primary approach to value for vacant land and will be advanced in this report. The methodology used will be the Across the Fence "ATF" method. This is a common format used to estimate the value of an independently non-viable parcel of land such as a utility corridor. Inherent in this method is that the land underlying the easement would have similar value characteristics with property adjoining or in the same general vicinity as the servient property.

PROPERTY RIGHTS APPRAISED

The property rights of the servient parcel are considered fee simple estate. The property rights appraised for the existing easement or required parcel is the fee simple estate[2].

EXTRAORDINARY ASSUMPTIONS

This appraisal is performed based upon the following extraordinary assumption(s):

1. Despite any improvements to the servient property, it is assumed to be vacant and unimproved.
2. The value of the subject property and servient parcel is predicated on the fee simple interest.

HYPOTHETICAL CONDITIONS

This appraisal is performed based upon the following hypothetical condition.

1. The existing easement or required property is an independently non-viable portion of a larger (servient) property. For the purpose of this report, it will be valued as a separate viable and independent parcel.

SCOPE OF WORK

The scope of this appraisal assignment is summarized as follows:

1. An inspection of the subject site was conducted during the month of November 2022.
2. The intended use of the appraiser's analyses, recommendations and opinions, type and definition of value, effective date of the appraiser's opinions and conclusions and subject of the assignment and its' relevant characteristics are discussed.

[2] When the ATF Method is utilized to determine the per unit value of the subject parcel, the property rights of the servient tract are considered fee simple estate.

3. Client agency or special legal instructions involving Extraordinary Assumptions or Hypothetical Conditions provided to the appraiser are described in the report.

4. A preliminary title report was obtained using the Geowarehouse website.

5. Municipal contacts consisted of the legal department, Planning and Engineering personnel at the Corporation of the City of Sault Ste. Marie as well as representatives of the Public Utility Commission and their advisors.

6. This appraisal assignment contains limited discussion of the region, community, neighbourhood, the subject land, zoning, and highest and best considerations sufficient to accommodate the decision making processes in this appraisal assignment.

7. Comparable market data has been obtained from;

    a. In-house data files.
    b. Confirmation with buyers and sellers when possible.
    c. Public property records (Geowarehouse).
    d. MPAC website.
    e. Real estate brokers.
    f. MLS data sources available to REALTORS®.
    g. Data sharing with other real estate professionals - only to the extent necessary based on the intended use of this real property appraisal.

8. Appropriate research was conducted pertaining to current market conditions relating to the subject property. The geographic area searched for market data is limited to the City of Sault Ste. Marie within a time span of about 4 years. The analysis focused on vacant land sales segmented into several categories.

    a. Serviced acreage greater than 15 acres with access to municipal services.
    b. Unserviced acreage greater than 15 acres.
    c. Serviced land between 3 and 15 acres.
    d. Unserviced land between 3 and 15 acres.
    e. Serviced land less than 3 acres.
    f. Unserviced land less than 3 acres.

9. Further segmentation was required for factors such as zoning, environmental, access etc. These factors are detailed further on in this report.

10. The final estimate of value requires a reconciliation of the values obtained through the implementation of the Direct Sales Comparison Approach. The results of the sales analysis along with professional judgment forms the basis for the opinion of value conclusion.

Market Area Analysis

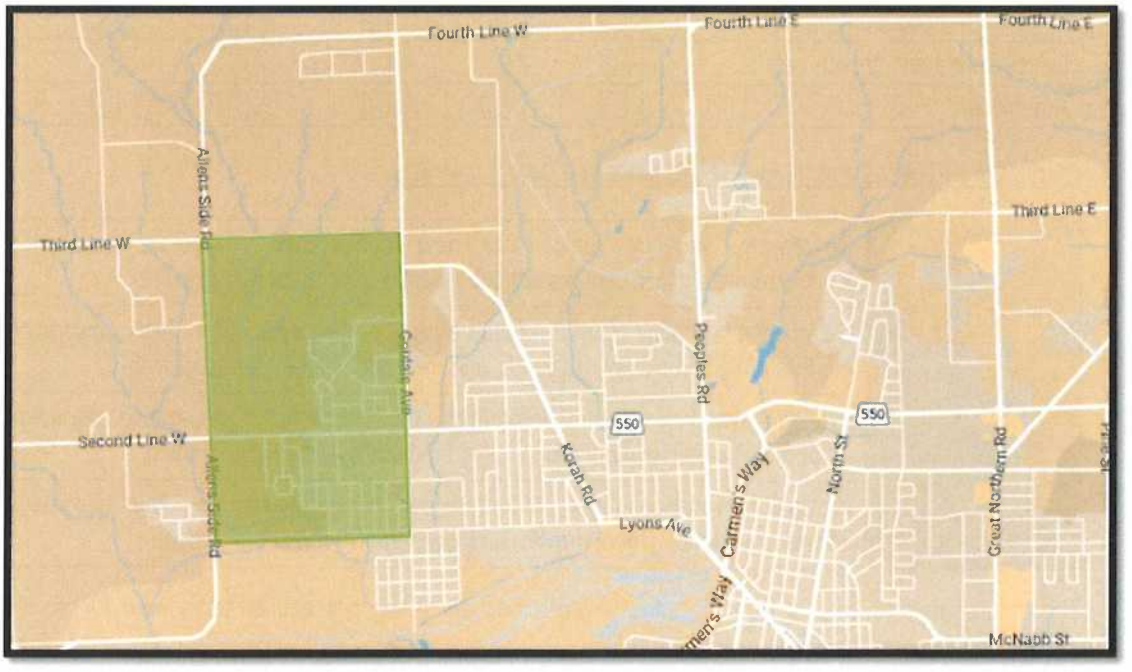
MARKET AREA BOUNDARIES

North Boundary:	▪ Third Line West
South Boundary:	▪ Wallace Terrace
West Boundary:	▪ Allen's Side Road
East Boundary:	▪ Goulais Avenue

MARKET AREA LAND USES

North Land Uses:	▪ Undeveloped Vacant Land / Residential / Farmland
South Land Uses:	▪ Residential / Industrial
West Land Uses:	▪ Undeveloped Vacant Land / Residential
East Land Uses:	▪ Residential / Industrial

Map 2



MARKET AREA CHARACTERISTICS

Neighbourhood Characteristics	Poor	Fair	Average	Good	Excellent
Adequacy of shopping	☐	☐	☐	☒	☐
Adequacy of utilities	☐	☐	☐	☒	☐
Employment opportunities	☐	☐	☐	☒	☐
Property compatibility	☐	☐	☐	☒	☐
Recreation facilities	☐	☐	☐	☒	☐
Fire and police protection	☐	☐	☐	☒	☐
General appearance of properties	☐	☐	☐	☒	☐
Building upkeep and maintenance	☐	☐	☐	☒	☐
Protection from detrimental conditions	☐	☐	☒	☐	☐
Appeal to the real estate market	☐	☐	☐	☒	☐
Quality of real estate developments	☐	☐	☐	☒	☐
Retail/commercial occupancy levels	☐	☐	☒	☐	☐
Apartment occupancy levels	☐	☐	☐	☐	☒
Single family occupancy levels	☐	☐	☐	☐	☒
Development and growth trends	☐	☐	☐	☐	☒
Amenities	☐	☐	☒	☐	☐

CYCLICAL PHASES OF REAL ESTATE MARKET DEVELOPMENT

Recovery:	Decreasing vacancy rates, low new construction, moderate absorption, low/moderate employment growth and negative/low rental rate growth
Expansion:	Decreasing vacancy rates, moderate/high new construction, high absorption, moderate/high employment growth, and medium/high rental rate growth.
Hyper-Supply:	Increasing vacancy rates, moderate/high new construction, low/negative absorption, moderate/low employment growth, and medium/low rental rate growth.
Recession:	Increasing vacancy rates, moderate/low new construction, low absorption, low/negative employment growth, and low/negative rental rate growth.

The subject market area is located in the westerly section of the city and is considered to be in an Expansion Phase.

CONCLUSION OF MARKET AREA ANALYSIS

The population, income, and employment characteristics within the City of Sault Ste. Marie are expected to be stable, into the foreseeable future. The market area in which the subject is located should continue to be in high demand into the foreseeable future.

Real Estate Appraised

SUBJECT PROPERTY – SERVIENT PARCEL

Address:	▪ Rear - 1001 Second Line West, Sault Ste. Marie
ARN #:	▪ 576106003100299
PIN #:	▪ 316080056
Legal Description:	▪ SEC 34 NW1/4PT PCL 12037 AWS RP 1R8575 PART 2
Ownership:	▪ The Corporation of the City of Sault Ste. Marie
Assessment:	▪ $26,500 / 2022
Sales History:	▪ Title Transfer for $2 on May 19, 1993.
Zoning:	▪ Parks & Recreation Zone (PR)
Parcel Size:	▪ 4.05 acres (16,378.41 sq.m)
Current Use:	▪ Vacant Residential Land

Aerial View of Servient Parcel



SUBJECT PROPERTY – REQUIRED PARCEL

Easement Type:	▪ New
Details:	▪ A linear strip of land that transverses the property line along the east side of the property. See sketch below.
Requirement:	▪ 0.18 acres (748.12 sq.m)
Method:	▪ The parcel required for the easement is not an independent, economic unit; therefore, it will be valued by applying the ATF Method.

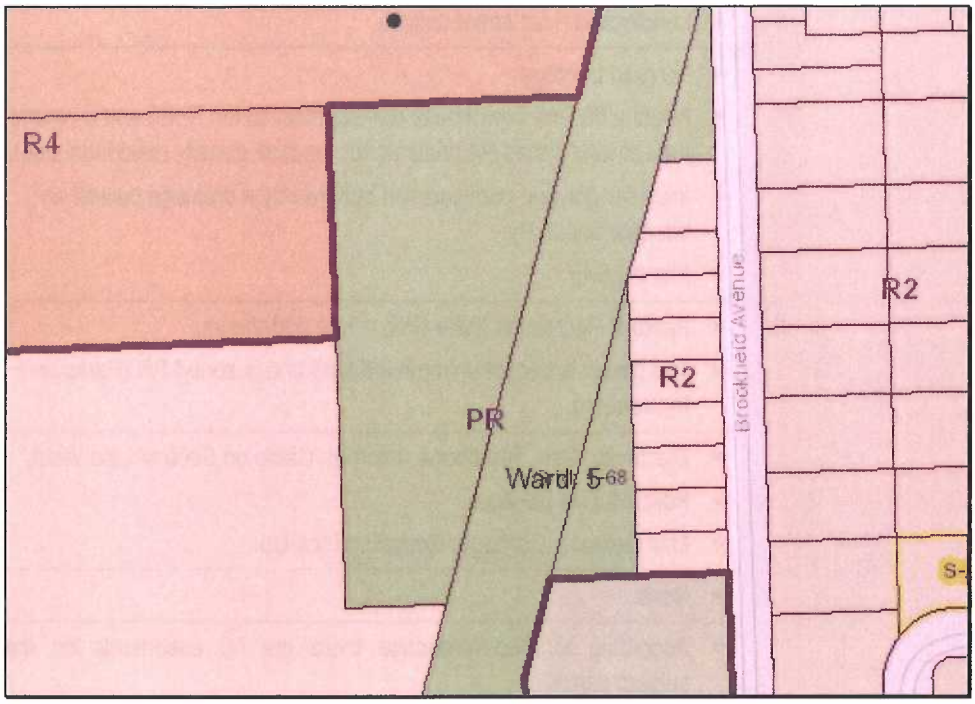
Aerial View of Required Parcel



SERVIENT PARCEL - SITE & IMPROVEMENT DATA

Site Access:	▪ Landlocked – No street access.
Characteristics:	▪ No road frontage ▪ Abuts a 60 Unit Townhouse development to the North and a vacant tract of land zoned R4 (suitable for medium density residential use). ▪ Irregular polygon configuration buffered by a drainage culvert on the east boundary. ▪ Flat & Level
Zoning/Restrictions:	▪ Parks & Recreation Zone (PR) – See addendum. ▪ The parcel is vacant unimproved land and is zoned PR (Parks and Recreation).
Utilities & Services:	▪ Electricity, Gas, Telephone, Internet, Cable on Second Line West ▪ Police & Fire Services ▪ Mail Delivery, Garbage, Recycling Pick-Up
Off-Site Improvements:	▪ None
Easements & Encumbrances:	▪ According to GeoWarehouse there are no easements on the subject parcel. ▪ No title search was conducted.
Environmental Statement:	▪ The appraiser is not qualified to detect the presence of environmental hazards. The services of an expert in this field should be retained if there is any question as to the existence of hazardous materials or environmental problems. The value stated herein is based upon the assumption that the subject is unaffected by environmental issues or hazardous materials.
Improvements:	▪ None
Current Use:	▪ The subject's servient tract is currently unimproved vacant land. Most probable future use would be a residential development in conjunction with one of the abutting land owners.
Land Use Adjacent Tracts:	▪ North: Commercial & Residential on north side of 2nd Line West ▪ South: Vacant Land ▪ West: Single Family Residential ▪ East: West Davignon Diversion culvert, Residential on east side of Creek

Map 3 – Zoning Map



Highest and Best Use

EXISTING USE

As at the effective date, the subject property was unimproved vacant land.

HIGHEST AND BEST USE

The Highest and Best Use may be defined as:

"That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The Highest and Best Use of the subject site is for residential development, as permitted in City of Sault Ste. Marie By-Law 2005-150.

Because the property is landlocked, the most probable use would be a residential use that is compatible with one of the abutting land-owners that could provide access to either Second Line West or Allens Side Road.

Methods of Valuation

INCOME APPROACH

The Income Approach is predicated on the assumption that there is a direct relationship between the amount of income a property is capable of earning and its value. Since the subject is effectively a vacant parcel of land that produces no income, the Income Approach is not considered applicable for this appraisal.

COST APPROACH

The Cost Approach is based upon the understanding that market participants relate value to cost. It is typically applicable in the valuation of properties featuring physical improvements which contribute substantially to the overall value of the property under appraisement. The Cost Approach is not considered applicable for this appraisal.

SALES COMPARISON APPROACH - LAND ONLY

The Direct Sales Comparison Approach is based is "the principle of substitution" which recognizes that the value of a property is set by the price that would be paid for a substitute property of equal desirability. The quality and characteristics of each comparable sale used in this approach were analyzed taking into consideration variations between each comparable and the subject property. It recognizes factors such as location, size, zoning, shape etc. Upward adjustments are applied if the comparable is inferior and conversely if the comparable is superior. The Sales Comparison Approach is the primary approach to value for vacant land and is considered applicable for this appraisal.

As previously discussed, the subject property is a narrow corridor. A search for arm's length sales transactions of corridors did not reveal any pertinent sales data, necessitating the use of the Across the Fence Method (ATF). The ATF Method is predicated on the premise that the land on which the corridor is situated should at a minimum, be worth as much as the land through which it passes or is contiguous to (i.e., the servient parcel). The sales transactions used in the analysis are compared to the servient parcel, the measurable variants are considered, adjustments applied, resulting in the fee simple unit value for the servient parcel. The unit (zonal) value of the servient property is then applied to the required parcel's (non-economic unit) land size resulting in an indication of market value for the subject parcel.

It is noted that the servient parcel is zoned PR (Parks and Recreation) and is landlocked. It abuts a 60 unit row house development fronting on Second Line West (1001 Second Line West) and a vacant tract of land on its westerly boundary. The PR zone has limited development potential permitting only a variety of active and passive forms of outdoor recreation. Furthermore, there has been no recent activity in this market segment. Consequently, the value of the subject will be predicated on the value of land in the immediate vicinity.

Direct Sales Comparison Approach

The sales summarized below represent the best available to compare to the subject property as of the effective date of this appraisal. The analysis focused on comparable vacant land sales in the City of Sault Ste. Marie and Prince Township. Full details of the comparable sales analyzed are retained in the appraiser's file.

Table 2

Summary of Sales Analyzed

#	Address / PIN	Sale Date	Sale Price	Vendor s/t Purchaser	Size (A)	Frontage / Shape	$/Acre	Zoning / Services
1	522 Allens Side Rd.. / 316030479	11-Jun-21	$425,000	McRain Developments **s/t** Cesar Developments Inc.	10.09	703.3' / Irregular	$42,121	RA / Yes
2	255-277 E. Balfour / 315930637 315930638	5-Jun-20	$109,900	1927531 Ontario Inc. **s/t** Daniel Fremlin Holdings Inc.	2.93	294.96' / Irr. Rectangle	$37,509	R2 / Yes
3	571 Second L.W. / 315930653	30-Sep-20	$129,000	1927522 Ontario Inc. **s/t** 2779594 Ontario Inc.	3.60	77.41' / Irregular	$35,833	R3 (S-409) / Yes
4	Korah Rd.,248 Prentice, 400 2nd Line W. / 315940106 315940089 315940076	17-Aug-22	$900,000	Grammi Developments Ltd. **s/t** 1000285353 Ontario Inc. Grammi Developments Ltd. **s/t** ARK Developments Inc.	7.94	54.06' & 132' / Irregular	$113,350	R4 / Yes
5	202 Allens Side Rd. / 316090009	15-Sep-22	$490,000	Allen/Phillip **s/t** 14245032 Canada Inc.	8.46	330.55' / Irregular	$57,851	RA / Yes

Comparable Remarks	
1	Sale #1 is just north of Second Line West. There is both industrial and residential use in the general vicinity. The land was severed into 3 smaller lots and resold.
2	Sale #2 is a vacant tract of land situated south of Second Line and North of Wallace Terrace. It was purchased by a local developer for future residential use. The property is zoned for low density residential use.
3	Sale #3 is near intersection of Second Line West and Goulais Avenue. The property was purchased by local developer and rezoned for multi residential use and a storage facility. The west boundary is affected by a drainage culvert which also render portions of the site as unusable.
4	Sale #4 is located on the North side of Second Line West on the west side of Korah Road. There were three parcels of land assembled to construct a multi-unit apartment building. This is the only property with the R4 zoning category.
5	Sale #5 is a small hobby farm with an older 1 ½ storey residence that was built in 1870. Although somewhat modernized over the years, it is in fair condition and could be inhabited or rented. The home and improvements are estimated to contribute approximately $100,000 to the purchase price leaving a residual value of $390,000 to the land.

ADJUSTMENT PROCESS

Elements of comparison are the characteristics that identify the variances in the prices paid for real property. The elements of comparison considered most pertinent to the valuation of are discussed in the report.

The sequence in which adjustments are applied to the comparable sales is determined by the market data and analysis of that data. Transactional adjustments are typically applied in the following sequence: 1) Market Conditions (Adjustment for Time); 2) Conditions of Sale; 3); Financing Terms. Transactional adjustments are cumulative, whereby each consecutive adjustment results in a new adjusted sale price for the comparable sale.

Unlike transactional adjustments, property adjustments do not have to be applied in a specific sequence and each one does not result in a new adjusted sale price for the comparable sale. Each property element is considered on its own merit; however, the final adjusted sale price for a comparable sale is determined by netting out the positive and negative percentage adjustments for the property elements in order to render a single additional percentage adjustment (i.e., Net Property Elements Adjustment) to be applied to the Market Conditions adjusted sale price. Typical property adjustments include the following:

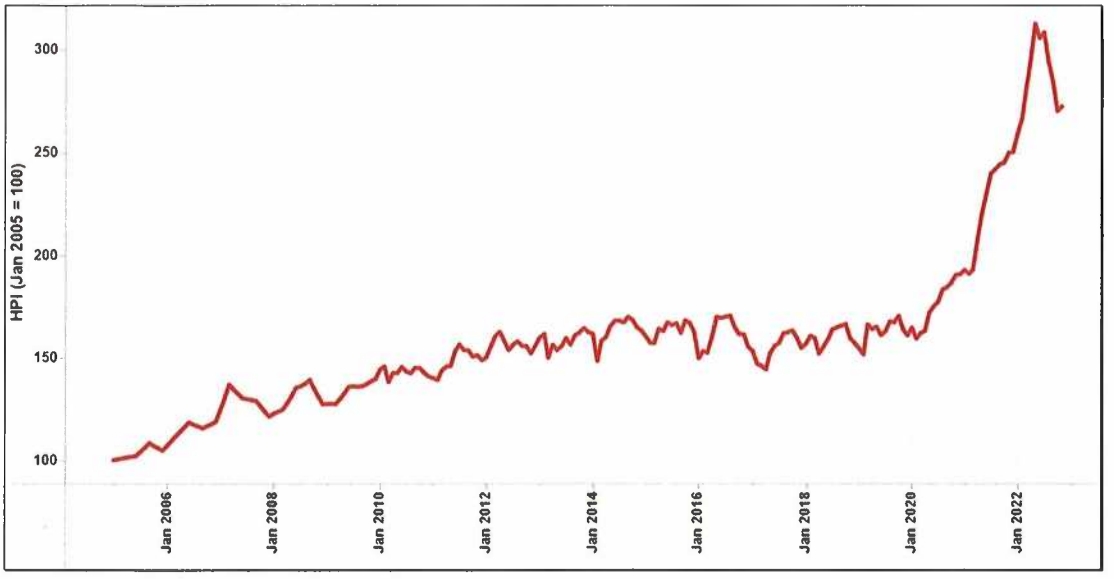
- Location
- Property Size
- Shape/Configuration
- Accessibility
- Proximity to Services
- Adverse Easements
- Zoning/Restrictions
- Environmental

SEQUENCE OF ADJUSTMENTS

TIME ADJUSTMENT

Market data has been obtained, in part, from documents available on the Geowarehouse website, the Municipal Property Assessment Corporation (MPAC) or as reported by the Sault Ste. Marie Real Estate Board. As well as using such documented and generally reliable evidence of market transactions, it was necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information. The sales used in this appraisal were registered between June 2020 and September 2022, with the effective date of this report being November 14, 2022.

Chart 1



As indicated in Chart 1, between the date of the earliest registered comparable sale and the effective date of this report there has been a significant appreciation in the local market – most significantly since the advent of the of COVID 19.

Table 3

Time Adjustment

Sale #	Address	$/Acre	No. Months	Time Adj. $/Acre
1	522 Allens Side Rd.	$42,121	16.37	$53,743
2	255-277 East Balfour	$37,509	29.73	$58,397
3	571 Second Line W.	$35,833	25.83	$52,641
4	Korah/Prentice/2nd Line W.	$113,350	2.97	$118,469
5	202 Allens Side Rd.	$46,099	2.00	$47,493

An upward adjustment of between 0.75% - 1.5% per month was applied to each comparable transaction. The adjustment was derived from statistical information obtained from the Canadian Real Estate Association residential price index for Sault Ste. Marie.

The time adjusted unit price of the sales ranged from $47,493 per acre to $118,469 per acre, with the average being $66,149 per acre.

REAL PROPERTY RIGHTS CONVEYED

This adjustment considers a difference in real property rights conveyed in the comparable sale transactions relative to the interest being appraised for the property abutting the subject property. The objective is to determine if the real property rights conveyed impacted the sale price. All sales were considered similar.

FINANCING TERMS

This adjustment considers whether the financing structure of the sale influenced the sale price of any of the comparable properties. Typical market-based mortgage financing is considered to be the same as a cash sale. All sales were considered similar.

CONDITIONS OF SALE

This adjustment considers whether the comparable sales were arm's-length in nature or whether there were atypical circumstances surrounding the sale that may have influenced the sale price. Unrelated parties who are under "no duress" arrive at an arm's length transaction. The 5 sales were assumed to be arm's length transactions.

EXPENDITURES IMMEDIATELY AFTER PURCHASE

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or costs to remediate environmental contamination. Sale #1 had a small residence on site that was demolished, and Sale #2 had a small confectionary store that was demolished. None of the sales had expenditures after purchase.

LOCATION

Amenities such as scenic views and privacy are principal drivers of residential land value. Buyers are generally willing to pay more for properties situated on quiet streets than otherwise similar properties, be it in the rental or ownership market. The subject property is located on the south side of Second Line West just east of Allens Side Road. Second Line West at this juncture is mixed with residential dwelling (single and multiple), commercial and industrial uses.

Map 4 on the following page illustrates the location of each of the comparable sales in relation to the property abutting the subject property.

Map 4



Table 4

Location Adjustment

Sale #	Address	Comparability
1	522 Allens Side Rd.	Similar
2	255-277 East Balfour	Similar
3	571 Second Line W.	Similar
4	Korah/Prentice/2nd Line W.	Superior
5	202 Allens Side Rd.	Similar

Sale #1, #2, #3 and #5 are in close proximity to the subject with similar locational attributes. Sale #4 is in slightly superior location.

PROPERTY SIZE

Generally, the price per acre is higher for a small parcel of land when compared to larger parcels with otherwise similar shape, location, exposure, etc. The inverse of this relationship also holds true. Large parcels of land typically sell at a lower per unit (i.e price per acre) when compared with smaller tracts of land that are otherwise similar. This trend is attributed to the economies of scale.

Table 5

Property Size Adjustment

Sale #	Address	Size (A)	Comparability
1	522 Allens Side Rd.	10.09	Greater
2	255-277 East Balfour	2.93	Smaller
3	571 Second Line W.	3.6	Smaller
4	Korah/Prentice/2nd Line W.	7.94	Greater
5	202 Allens Side Rd.	8.46	Greater
Subject	Rear - 1001 Second Line W.	4.05	

The subject servient parcel is 4.05 acres. The comparable sales used in the analysis ranged from 2.93 acres to 10.09 acres. As noted above, two of the comparable sales are smaller and three greater than the subject.

SHAPE/CONFIGURATION

Generally speaking, rectangularly shaped sites are most affable to development, as abnormalities can create layout problems and render some portions of the site unusable. The subject is triangular shaped tract of land. The comparables are irregular in shape.

Table 6

Shape/Configuration Adjustment

Sale #	Address	Frontage	Comparability
1	522 Allens Side Rd.	703.3'	Smaller
2	255-277 East Balfour	294.96'	Smaller
3	571 Second Line W.	77.41'	Smaller
4	Korah/Prentice/2nd Line W.	54.06' / 132'	Smaller
5	202 Allens Side Rd.	330.55'	Smaller
Subject	Rear - 1001 Second Line W.	None	

The subject property has no frontage and is triangular in shape. The frontages of the comparable sales ranged from 77.41' to 330.55'. Sale #4 has frontage on both Korah Road and Second Line W. As noted above, all of the comparable sales are greater in frontage than the subject.

ACCESSIBILITY

Properties with good access and egress will normally sell for an optimum price. Conversely, the value of landlocked parcels diminishes due to lack of accessibility and typically will only have value to abutting landowners. As discussed previously, the subject parcel is landlocked. All of the comparable sales had good access and are considered superior.

MUNICIPAL SERVICES

Tracts with access to public utilities and/or those with utilities connected to the site typically sell at higher prices than tracts without such utilities. The subject has no municipal services extended to the property boundary, however, municipal services run along Second Line West and Allens Side Road. All of the comparable sales were serviced and are therefore superior to the subject.

ADVERSE EASEMENTS

CUSPAP states that the characteristics of a property must be adequately described and analyzed. Standards Rule 9.2.3. v states that any known or apparent restrictions, easements, encumbrances, leases, reservations, covenants, contracts, declarations judgments, special assessments, ordinances, liens, and/or other item of a similar nature if relevant to the Assignment.

In order to determine the effect, if any, that easements might have on the market value of a property (either the subject or a comparable sale), a search was made for vacant land sales in the market area that were identified as having easements on Geowarehouse to determine whether or not that was a scalable factor that could be quantified.

If two properties sold (around the same time) that are highly similar except for the easement, and there was a difference in selling price, then the difference in price would be a result of that unique feature. Conversely, if two parcels of vacant land with identical characteristics (except for an easement) sell for the same amount on a per acre basis, it can be concluded that the easement has no effect on market value.

Appraisal theory supports the notion that paired sales can be a useful method of supporting an adjustment. In this method, five individual sets of pairings were undertaken. Each are highly similar, such that the only difference between the two is the presence of the easement. Table 7 below summarizes the results of that analysis.

Table 7

Easement Paired Sales Analysis								
Index No.	Address	Acres	Sale Date	Sale Price	Easements	Sale Price/Acre	Difference in Price/Acre	%
1.1	718 Black Road	3.1	5/2/2022	$ 160,000	None	$51,613	-$4,073	-7.9%
1.2	690 Black Road	2.6	12/8/2022	$ 142,000	1	$55,686		
2.1	255 East Balfour	2.9	6/5/2020	$ 109,900	None	$37,509	$1,244	3.3%
2.2	571 Second Line West	3.6	10/30/2022	$ 129,900	1	$36,265		
3.1	522 Allens Side Road	3.5	9/29/2022	$ 175,000	None	$49,435	-$6,251	-12.6%
3.2	690 Black Road	2.6	12/8/2022	$ 142,000	1	$55,686		
4.1	718 Black Road	3.1	5/2/2022	$ 160,000	None	$51,613	$3,279	6.4%
4.2	175 Old Goulais Bay Road	3.9	2/26/2021	$ 190,000	1	$48,334		
5.1	779 Bar Road	49.7	6/10/2022	$ 220,000	None	$4,426	$1,132	25.6%
5.2	Bear Lake	85.0	11/23/2022	$ 280,000	1	$3,294		

As shown in Table 7, the difference in price per acre between land sold subject to an easement and land sold without an easement, ranged from a low of -$6,251 per acre to a high of $3,279. In percentage terms, it ranged from -12.6% to 25.6%.

The sales noted clearly indicate that once in place, vacant land subject to such easements does not necessarily suffer from diminished value. In fact, in two of the five paired sales with easements, actually sold for more than the property without an easement.

According to GeoWarehouse, the subject has no easements, Sale #3 and #5 may have one easement and Sale #4 may have two easements. No title search was conducted.

It was concluded no adjustment for diminished value caused by an easement could be supported in the market.

ZONING/RESTRICTIONS/ENVIRONMENTAL

Zoning controls may enhance or restrict permitted uses for a parcel of land.

Table 8

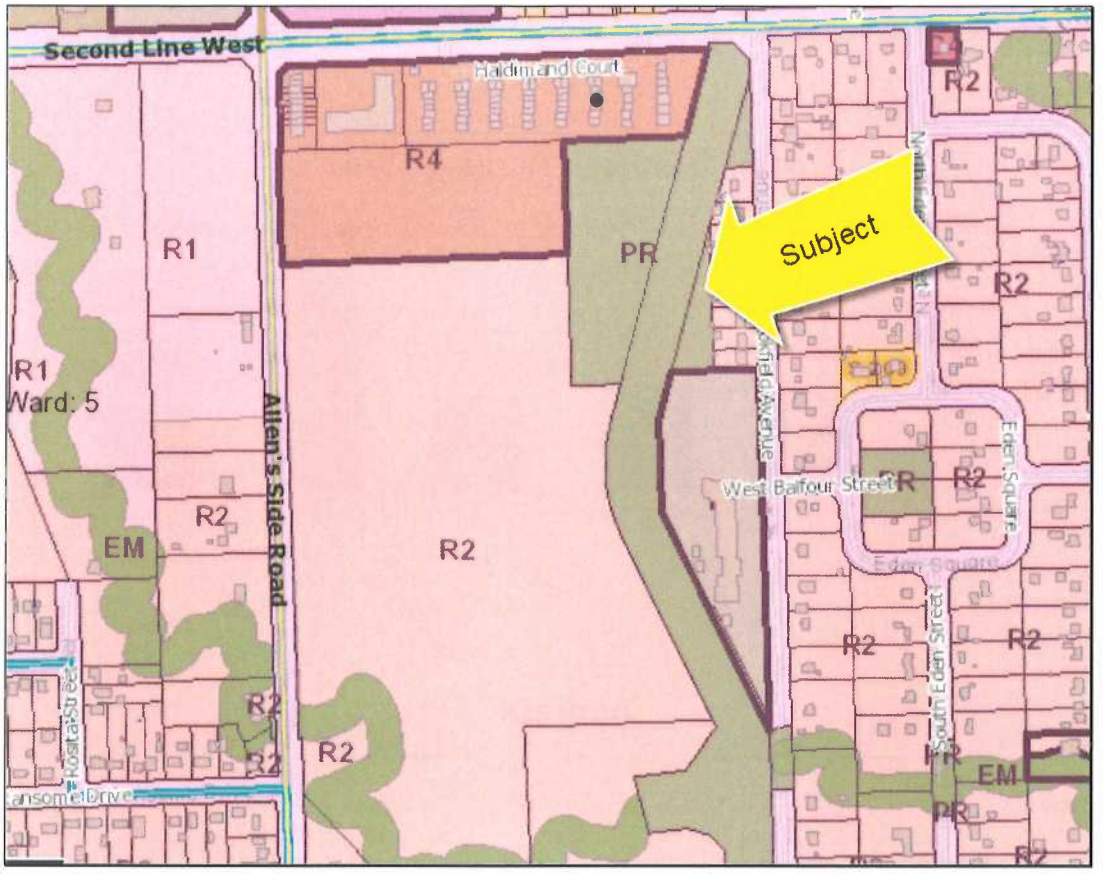
Zoning/Restrictions/Environmental Adjustment

Sale #	Address	Zoning	Comparability
1	522 Allens Side Rd.	RA	Similar
2	255-277 East Balfour	R2	Superior
3	571 Second Line W.	R3 (S-409)	Superior
4	Korah/Prentice/2nd Line W.	R4	Superior
5	202 Allens Side Rd.	RA	Similar
Subject	Rear - 1001 Second Line W.	PR	

The subject is zoned PR. This zone provides for and regulates land uses that accommodate a variety of active and passive forms of outdoor recreation. While it is intended to apply this zone to open space or outdoor locations, buildings and structures are permitted as accessory uses.

The properties abutting the servient parcels are zoned R4 and R2 (see Map 5 below).

Map 5



The general intent of the R4 zone is to allow for and encourage a mixture of several types of multi-unit residential uses while the R2 is designed to for the majority of single detached neighbourhoods[3]. The scarcity of developable vacant land with access to services is a positive factor. The demand for this type of property remains strong, augmented by the supply shortages in both the housing and rental market.

[3] Source: Sault Ste. Marie Zoning By-law 2005-150

DIRECT SALES COMPARISON SUMMARY

The chart below is an illustration of the time adjusted value range of the comparable sales.

Chart 2

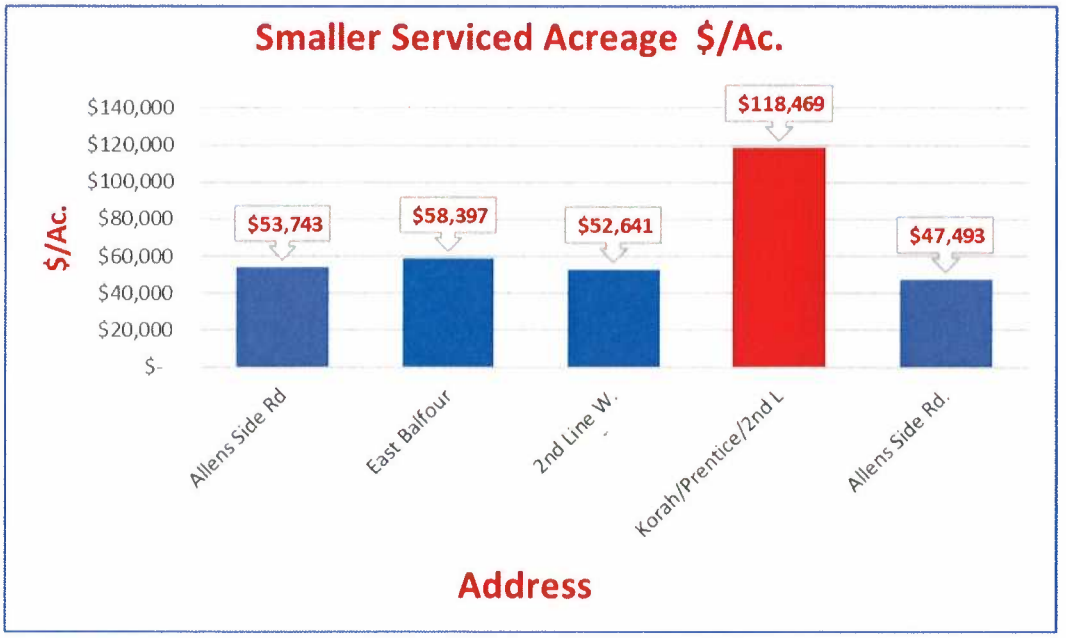


Table 9

Summary of Values

Range	Rate per Acre
Minimum	$47,493
Average	$66,149
Maximum	$118,469

There is a broad range in values between the minimum ($47,493 per acre) and maximum ($118,469 per Acre). This is not unusual in this approach considering the variances in the comparable sales. After a careful analysis of the comparable sales, it was concluded that the subject property is in the mid to upper range of the value spectrum.

Sale #4 (118,469/Acre) is similarly zoned and a recent transaction. It is my opinion that it would be the most reliable indication of the value of the subject and will be the value used in the analysis.

ADJUSTMENTS

Given the duplicity of the zoning categories (R2 & R4) and various discrepancies between the subject and comparable sales, it is my opinion that an adjustment of -5% for zoning, -25% for lack of services and -30% to the upper limit price per acre ($118,469) is warranted. This will be the value used in the analysis.

FINAL ESTIMATE OF VALUE

$118,469/Acre – 60% = $47,387

The formula for calculating the value of the required subject property is relatively simple whereby the site size is multiplied by the estimated unit value derived through the analysis of sales.

Table 10

Value of Required Parcel

Zonal Value	Size (A)	Value	Rounded
$47,388	0.18	$8,530	$8,500

Following a thorough analysis of available pertinent data and allocation of appropriate unit values, it is my opinion the Current Market Value of the required portion of the parcel described herein, as of **November 14, 2022** is: **EIGHT THOUSAND FIVE HUNDRED ($8,500.00) DOLLARS**.

Assumptions of this Real Property Appraisal Assignment

1. This appraisal assignment assumes no responsibility for the legal description or other matters involving legal or title considerations. Title to the subject property is assumed to be good and marketable unless otherwise stated. The legal description used in this report is assumed to be correct. Responsible ownership and competent property management are assumed for the subject property. The subject property is considered free and clear of any and all liens or encumbrances unless otherwise stated in this report. Encumbrances considered in this assignment include, where applicable and disclosed to the appraiser for review: real estate taxes, recorded easements and/or covenants, purchase options or sale agreements, signed leases and unpaid bond debt. It is assumed that any easements noted on the title report without specific locations will have no material effect on the normal use of the subject property. It is assumed that all customary public utilities for this property and market are reasonably available to the subject property, unless otherwise stated.

2. All engineering surveys are assumed to be correct. The plot plans and other illustrative material in this report are included only to assist the reader in visualizing the property. The appraiser assumes no responsibility for its accuracy. It is assumed that any utilization of land and improvements is within the described legal boundaries of the subject property, and that there is no encroachment or trespass, unless otherwise noted in this report.

3. It is assumed that there are no hidden or not apparent conditions of the subject property, subsoil, or structures, which would render it more or less valuable than other comparable properties. No responsibility is assumed for any such conditions or for professional engineering services, which might be required to discover such facts. No soils or geologic reports were made available to provide further input in this area unless previously discussed in this report.

4. Unless otherwise stated in this report, the existence of hazardous materials, substances and toxic contaminants, including without limitation asbestos, mold, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the subject property, was not called to the attention of the appraiser nor did the appraiser observe or become aware of such during the property inspection. The appraiser was not aware of the presence of soil contamination on the subject property, unless otherwise noted in this appraisal report. The appraiser is not an environmental inspector and is not qualified to test for or detect such substances. The appraisal report does not guarantee that the property is free of defects or environmental problems. The presence of such hazardous substances, if any, may affect the value of the subject property. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in areas the appraiser cannot see. The appraiser is not qualified to determine the cause of mold, the type of mold or whether the mold might pose any risk to the property or its inhabitants. The effect upon market value, due to contamination was not considered in this assignment, unless otherwise stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisal recommendations and opinions developed herein is predicated on the assumption that no such hazardous substances or conditions exist on or in the property or in such proximity thereto, which would cause a loss in value of the subject

property unless otherwise noted in the appraisal report. No responsibility is assumed for any such hazardous substances or conditions, or for the expertise or engineering knowledge required to discover them. Should the client have concerns over the existence of hazardous materials on or in the subject property, they should consider the services of a qualified, independent engineer or contractor to determine the existence and/or extent of any hazardous materials, as well as the cost associated with any required mitigation and/or removal.

5. Information furnished by others is believed to be reliable if it cannot be independently verified by the appraiser. However, no warranty is given for its accuracy.

6. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional organization with which the appraiser may be affiliated.

7. On all appraisal assignments involving proposed construction subject to satisfactory completion, repairs, or alterations, the appraisal report and appraisal recommendations and opinions are contingent upon completion of the proposed improvements in a workmanlike manner essentially in accordance with the plans and specification submitted for review to the appraiser.

8. The appraiser is not required to give testimony or appear in court because of having made the appraisal report with reference to the property in question, unless arrangements have been previously made for such a service.

9. Any forecasts or projections contained in this report are the product of the analysis of current, historical, and anticipated market conditions and assume continuation of prevailing political, social, economic, and environmental conditions. Such factors and contingent forecasts and/or projections are subject to change.

10. Neither all, nor any part of the contents of the appraisal report, or copy thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional organizations, or the firm with which the appraiser is connected, shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, appraisers, professional organizations, any state or federally approved financial institution, any department, agency, or instrumentality, of written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser.

11. This appraisal report and its contents must be regarded as a whole and any excerpts from this appraisal report cannot be used separately, and if used separately, invalidates this report. The distribution, if any, of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal report and are invalid if so used.

12. It is assumed that there is full compliance with all applicable federal, provincial and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

13. It is assumed that the subject property is in compliance with all applicable zoning use regulations and restrictions, unless otherwise stated previously in this report. It is further assumed that any required governmental entitlements, licenses, certificates of occupancy, consents, etc., have been or can be obtained or renewed for any use upon which the value estimate in this report is based.

14. No environmental impact studies were either requested or made in conjunction with this appraisal assignment, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the recommendations and opinions based upon any subsequent environmental impact studies, research or investigation.

15. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing assumptions.

16. There may be other assumptions not mentioned in items #1 - #15 which have been previously described in this appraisal report.

EXTRAORDINARY ASSUMPTIONS NECESSARY IN THIS APPRAISAL ASSIGNMENT

Extraordinary assumptions are defined by the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the Appraiser's opinions or conclusions with the following comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis." If used in the assignment, extraordinary assumptions might have affected the assignment results, and for that reason must be clearly and conspicuously disclosed in the report. This appraisal is performed based upon the following extraordinary assumptions:

- That the subject property (required parcel) is vacant and unimproved.
- The value of the subject property (required parcel) is predicated on the fee simple interest.

HYPOTHETICAL CONDITIONS NECESSARY IN THIS APPRAISAL ASSIGNMENT

Hypothetical Conditions are defined by CUSPAP as "that which is contrary to what exists, but is supposed for the purpose of analysis with the following comment: Hypothetical conditions assume conditions contrary to known facts about physical, legal, economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis." If used in the assignment, hypothetical conditions might have affected the assignment results, and for that reason must be clearly and conspicuously disclosed in the report. This appraisal is performed based upon the following hypothetical condition:

- The required parcel is a non-viable portion of a larger (servient) parcel. For the purpose of this report, it will be valued as a separate viable and independent parcel.

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or contemplated future interest in the properties that are the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).
- I have made an inspection of the property that is the subject of this report.
- I had no one else provided significant professional assistance in the development of the conclusions contained in this report.
- The Appraiser has established sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- My value conclusion and other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- The Appraisal Institute of Canada has a Mandatory Recertification Program for designated members. As of the date of this report, Samuel G. Butkovich AACI, has fulfilled the requirements of the program.
- The value estimate contained in this report applies as of November 14, 2022. This date may be referred to as the effective date of valuation.

January 25, 2023

Samuel G. Butkovich AACI, PApp
Senior Appraiser, Certificate #2805
AREA Real Estate Appraisals
A Division of Re/Max Sault Ste. Marie Realty Inc.

Definitions

ACROSS THE FENCE (ATF) METHOD

ATF is a means of estimating the price or value of land adjacent to or 'across the fence' from a railroad, pipeline, highway, or other corridor real estate." Property characteristics are subject to numerous variables. Some of the most common variables include;

- Zoning
- Municipal Services
- Serviced and un-serviced
- Access
- Property size and shape
- Restrictions to development

Consequently, the price per acre of each individual parcel within the corridor will vary depending on the variables listed above and how they affect each parcel within the corridor.

CORRIDOR

Corridor is defined as a strip of land used for transportation or transmission purposes (e.g., rail, highway, power, information, slurries, liquids).

EASEMENT

The right to use another's land for a stated purpose.

EASEMENT – SERVIENT ESTATE

An easement is a specifically defined easement (estate) in property and is owned by someone other than the owner of the underlying fee simple interest. It is a dominant estate and the underlying fee is a servient estate. The easement document specifically delineates what property rights are involved and should be included in the appraisal report.

ECONOMIC UNIT vs. NON-ECONOMIC UNIT

Economic Unit is defined as; A portion of a larger (servient) parcel, vacant or improved, that can be described and valued as a separate and independent parcel. Physical characteristics such as location, access, size, shape, existing improvements, and current use are considered when identifying an economic unit. The economic unit should reflect marketability characteristics similar to other properties in the market area. In appraisal, the identification of economic units is essential in highest and best use analysis of a property.

A larger parcel, as defined by the Dictionary, is the tract or tracts of land that are under the beneficial control of a single individual entity and have the same, or an integrated, highest and best use in land acquisitions.

Elements for consideration in making this determination are contiguity or proximity, as it bears on the highest and best use of the property, unity of ownership and unity of highest and best use.

When a parcel is determined to be a non-economic unit (i.e., incapable of being self-sufficient), a common process of estimating its value is by utilizing the Across the Fence Method (hereinafter referred to as the ATF Method).

EXPOSURE TIME

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Exposure Time is defined as: the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Extraordinary Assumption is defined as; An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Hypothetical Conditions are described as; Hypothetical Conditions are a specific type of an Extraordinary Assumption that presumes, as fact, simulated but untrue information about physical, legal, or economic characteristics of the subject property or external conditions, and are imposed for purposes of reasonable analysis.

FEE SIMPLE

Fee simple is defined as the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

MARKET AREA

Market Area is defined as; The area associated with a subject property that contains its direct competition. The market area analysis focuses upon social, economic, governmental, and environmental factors. These forces not only affect the market area, but they also directly influence the individual properties within it.

MARKET VALUE DEFINITION

"Market Value," as used in this report, is defined as; the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and Seller are typically motivated;

- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Zoning Regulations

12 PARKS AND RECREATION ZONE (PR)

Introduction
This zone provides for and regulates land uses that accommodate a variety o active and passive forms of outdoor recreation. While it is intended to apply this zone to open space or outdoor locations, buildings and *structures* are permitted as *accessory uses*.

12.1 PERMITTED USES

- *Accessory uses*
- *Campgrounds*
- *Care Facilities*
- *Caretaker Dwelling unit*
- *Conservation Uses*
- *Day Care Facilities*
- *Golf Courses* – Subject to holding provision
- *Marinas*
- *Parks and Playgrounds*
- *Recreational Facilities*
- *Schools*
- *Similar uses*

12.2 PARKS AND RECREATION ZONE (PR) BUILDING REGULATIONS

- Minimum distance of any building from any public Street is **20m**
- Minimum distance of any building from any *lot line* is **30m**
- *Maximum building height* is **2 storeys**

12.3 ADDITIONAL PARKS AND RECREATION ZONE (PR) REGULATIONS

12.3.1 HOLDING PROVISION FOR *GOLF COURSES*

The Holding Provision will be removed once the following has been completed:

- A hydro-geological report on the taking of water needed to support the golf course, along with any potential impacts on surface and ground water quality and quantity.
- This report shall be prepared in consultation with the Sault Ste. Marie Conservation Authority.

12.3.2 SPECIAL REGULATIONS FOR MARINAS

Any building must be a minimum of **7.5m** from any public Street or *lot line*. The maximum *building height* is **2 storeys**.

THE CITY OF SAULT STE. MARIE ZONING BY-LAW
OFFICE CONSOLIDATION

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9.6 SINGLE DETACHED RESIDENTIAL ZONE (R2)

Introduction

This zone is especially designed for the majority of the single detached neighborhoods in Sault Ste. Marie. Zone regulations are aimed at providing for and regulating *single detached dwelling units* with special regard for maintaining the present character of the *existing* neighbourhoods.

9.6.1 ANY *LOT* MAY BE USED FOR ONE OF THE FOLLOWING PERMITTED USES;

- *Single detached dwelling*
- *Bed and Breakfast* - Subject to site plan control
- *Day care facility* – Subject to Institutional Zone (I) regulations
- *Elementary school* – Subject to Institutional Zone (I) regulations
- *Group Home*
- *Home based business* as *accessory* to a *dwelling unit* – Subject to additional regulations set out in the Definitions Section
- *Park and playground* – Subject to Parks and Recreation Zone (PR) regulations
- *Place of Worship*– Subject to Institutional Zone (I) regulations

9.6.2 SINGLE DETACHED RESIDENTIAL ZONE (R2) BUILDING REGULATIONS

All Minimums Unless Otherwise Noted

	Single Detached Dwellings & Group Homes	
	R2 *Lots* that abut Lake Superior & St. Mary's River	**All other R2 Properties**
Lot Area	650 m^2	550m^2
Frontage	18m	15m
Front yard	7.5m	7.5m
Exterior side yard	4m	4m
Interior side yard	1.2m for 1 storey building 1.8for 2 storey building	1.2m for 1 storey building 1.8m for 2 storey building
The other *Interior side yard*	3m	3m
Rear yard	15m from *rear lot line*	10m
Maximum. Building Height	2 storeys	2 storeys
Maximum. Lot Coverage	40%	40%

9.8 MEDIUM DENSITY RESIDENTIAL ZONE (R4)

Introduction
This zone provides for and regulates medium density residential developments. Zone regulations are designed to allow for and encourage a mixture of several types of multi-unit residential uses.

9.8.1 ANY *LOT* MAY BE USED FOR ONE OF THE FOLLOWING PERMITTED USES;

- *Semi detached dwelling*
- *Duplex dwelling*
- *Triplex dwelling*
- *Multiple attached dwelling*
- *Apartment building*
- *Day care facility* – Subject to Institutional Zone (I) regulations
- *Elementary school* – Subject to Institutional Zone (I) regulations
- *Group Home* - Subject to *single detached dwelling* regulations set out in the Low Density Residential Zone (R3)
- *Group Residence* – Subject to Institutional Zone regulations & site plan control
- *Home based business as accessory to a dwelling unit* – Subject to additional regulations set out in Definitions Section
- *Nursing and Residential Care Facilities* - Subject to Institutional Zone (I) regulations
- *Park and playground* – Subject to Parks and Recreation Zone (PR) regulations
- *Place of Worship*– Subject to Institutional Zone (I) regulations
- *Rooming house*- Subject to Single detached zone regulations set out in Low Density Residential Zone (R3)



9.8.2 MEDIUM DENSITY RESIDENTIAL (R4) ZONE BUILDING REGULATIONS

All Minimums Unless Otherwise Noted

	Semi-Detached	*Duplex & Triplex*	*Multiple Attached*	*Apartment Building*
Lot Area	n/a	n/a	n/a	N/a
Frontage	18m	18m	20m	23m
Front yard	7.5m	7.5m	7.5m	7.5m
Exterior Side Yard	4.5m	4.5m	6m	7.5m
Interior side yard	3m	1.2m for 1 storey 1.8m for 2 storeys	*Double Duplex*: 3m *Multiple Attached*: 1.2m for 1 storey 1.8m for 2 storeys	7.5m
The other *side yard*	3m	3m	3m	7.5m
Rear yard	10m	10m	10m	10m
Maximum *Building Height*	2 storeys	2 storeys	2 storeys	5 storeys
Maximum Lot Coverage	40%	40%	40%	30%
Landscaped Open Space	n/a	n/a	n/a	30%

9.8.3 ADDITIONAL MEDIUM DENSITY RESIDENTIAL ZONE (R4) REGULATIONS

9.8.3.1 *SEMI-DETACHED DWELLINGS*

Lot frontage and *lot area* are halved if individual *dwelling units* are developed upon separate *lots*.

9.8.3.2 *INTERIOR SIDE YARDS* AND COMMON WALLS

Where 2 *dwelling units* share a common wall, no *interior side yard* is required between the 2 *dwelling units* that share such a common wall.

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Standard Facility Use Agreement Update

Purpose
The purpose of this report is to request Council approval of By-law 2024-53, which updates a Standard Facility Use Agreement (SFUA).

Background
By-law 2020-139, being a by-law among other delegated authorities, authorizes the Manager of GFL Gardens to sign in the name of the Corporation the SFUA.

Analysis
Recent negotiations confirm that facility users will not accept the imposed liability set out in the SFUA. Users are concerned with the previously approved indemnity language because it holds the facility users liable for actions or omissions that may result from the City's negligence. Staff liaised with the City's insurance provider who agreed that the language should be updated. Staff updated the language which is found at sections 8 and 9 of the SFUA. The update is anticipated to streamline discussions and signing of the SFUA, which is the original intention of the delegated authority.

Financial Implications
Updates to the agreement were completed by staff resulting in no financial implications.

Strategic Plan / Policy Impact / Climate Impact
The proposed update touches a value of the corporate Strategic Plan, excellence in customer service, and the pillar of service delivery.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2024-53 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King
Solicitor
705.759.2662
j.king3@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Diane Morrell, Accessibility Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Annual Accessibility Status Report

Purpose

The purpose of this report is to provide Council an update on the progress of the barrier removal projects in the Accessibility Plan.

Background

Under Ontario Regulation 191/11, Integrated Accessibility Standards, designated public sector organizations shall establish, implement, maintain and document a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation. This also includes the preparation of an **annual status report** on the progress of measures taken to implement the strategy.

Analysis

The Sault Ste. Marie Accessibility Status Report, year ending 2023 is attached.

Financial Implications

This report has no impact on financial resources. The Accessibility Advisory Committee for the Corporation of the City of Sault Ste. Marie has an annual budget of $85,000 which is used to remove barriers as identified in the Multi-Year Accessibility Plan 2022-2025.

Strategic Plan / Policy Impact / Climate Impact

This report demonstrates Service Delivery and Quality of Life, inclusive of people with disabilities by improving access to City of Sault Ste. Marie services and facilities for people with disabilities.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning the annual Accessibility Status Report 2023 be received as information

Respectfully submitted,

Diane Morrell
Accessibility Coordinator
705.541.7310
d.morrell@cityssm.on.ca

Accessibility Status Report, Year Ending 2023

This Accessibility Status Report and all documents referenced within, are available in accessible formats upon request by contacting:
Diane Morrell at d.morrell@cityssm.on.ca or 705-541-7310

Prepared by:
Diane Morrell
Accessibility Coordinator
City of Sault Ste. Marie
d.morrell@cityssm.on.ca

Purpose of this report:

To prepare an annual status report on the progress of measures taken to implement the Multi-Year Accessibility Plan, including steps taken to comply with the Ontario Regulation 191/11 Integrated Accessibility Standards Regulation.

Background - Accessibility Legislation

Ontarians with Disabilities Act (ODA), 2001

Accessibility for Ontarians with Disabilities Act (AODA) 2005

Integrated Accessibility Standards Regulations (IASR), 2011

- Customer Service Standard (updated in 2016)
- Information and Communication Standard
- Transportation Standard
- Employment Standard
- Design of Public Spaces Standard (DOPS) added in 2015

Accessibility Advisory Committee (AAC) Mandate, Mission, and Vison

Mandate: The Accessibility Advisory Committee advises City Council in promoting and facilitating a barrier-free Sault Ste. Marie for citizens of all abilities.

Mission: We are committed to continually strive towards identifying, removing, and preventing barriers in our community.

Vision: Promoting and facilitating a barrier-free Sault Ste. Marie for citizens of all abilities.

Statistics on Disability in Ontario

People with Disabilities (PWD) are one of the largest population categories in Ontario. **Approximately 2.9 million Ontarians aged 15+ currently have one or more disabilities.** By 2040 this number is anticipated to increase by another one million. The majority of these functional disabilities are also not visible.

The above information is from the 2023 Legislative Review of the Accessibility for Ontarians with Disabilities Act, 2005, by Rich Donovan.

Barrier Removal Projects in 2023

Project	Amount	Status	Notes
Vulnerable Persons Registry (VPR)	$20,000	Complete	Financial contribution to maintain the VPR
Support to improving curb cuts	$10,000	Complete	The Accessibility Coordinator maintains a list of all feedback received regarding curb cut repairs. Public Works administers repairs.
Pedestrian crossing proximity sensors	$10,000	Complete	Recorded message at all PXO's updated for consistency
JRCC pool adult change table and ceiling lift replacement	$10,000	Complete	Replacement complete. Cost overrun of $3700; Unused budget amounts covered overrun.
Parks; 2 accessible swings and 2 instruments	$10,000	To be completed in 2024	This line item will be combined with the 2024 project for efficiencies in shipping. This will go to Council for approval.
Accessible outdoor seating (benches)	$10,000	To be completed in 2024	This line item will be combined with the 2024 project for efficiencies in shipping. This will go to Council for approval.
Captioning city council meetings	$ 6,000	Complete; no cost	Captioning is currently done with current platforms (via Zoom and YouTube).
Video Remote Interpreting (VRI)	$ 5,000	Not started	Service provider encountered a delay in implementation. Program to proceed in 2024.
John Rhodes Community Centre	$ 2,000	Complete	Used for cost overrun of pool equipment.
Contingency	$ 2,000	Complete	Youth water wheelchair purchased for Bellevue splash pad and cost overrun of pool equipment.

Barrier Removal Reserves:

Uncommitted balance: $57,800

Committed projects are as follows:

- Pointe Des Chenes accessibility updates - $29,387
- New City website - $21,667

Total commitments: $51,054.00

This summary is reflective of funding at end of 2023, however it is noted that there are two other reports seeking Council's approval at the April 8th, 2024 Council meeting.

Challenges in implementing the Accessibility Plan include:

- Infrastructure limitations to implement some projects in the plan (Accessible Pedestrian Signals require infrastructure updates)
- Cost of some upgrades/updates exceed barrier removal funds (John Rhodes accessible viewing area)
- Lack of design options to implement barrier removal projects (John Rhodes space constraints for accessible viewing area)
- Program implementation being delayed (Video Remote Interpreting had a delayed release of this program)

Accessibility Advisory Committee Activities in 2023

The Accessibility Advisory Committee meets monthly' on the second Wednesday of every month, except for July and August.

AAC members have participated in annual elections (current positions):

- Chair, Don McConnell
- Vice-Chair, Derrick Lavallee
- Site Plan Sub-Committee Chair, Derrick Lavallee

AAC Members provided positive feedback for the following presentations:

- Meeting Procedures
- Accessibility Training
- Bondar Marina Boardwalk Extension
- Downtown Patios, Small Street Furniture and Outdoor Displays
- Active Transportation Master Plan
- Civic Centre Lobby updates
- Manzo Splash Pad
- Pointe Des Chenes Accessibility Updates
- Transit Umo App presentation
- Queen Street redevelopment consultations
- Bondar Marina Boardwalk Extension
- Accessibility in the Ontario Building Code
- Disability Inclusive Language Guidelines
- Grow the Sault

Site Plan Sub-Committee:

- The Site Plan Sub-Committee is very active and have reviewed and provided comments on accessibility for Planning Applications that fall under Site Plan Control

- Members are:
    - Derrick Lavallee
    - Don McConnell
    - Carol Magnan

Accessibility Advisory Committee Site Reviews:

- Northern Community Centre
- Downtown patio review for accessibility

National AccessAbility Awareness Week, May 28th to June 3, 2023:

- Proclamation and presentation to Council
- Health and Wellness Fair hosted by the Canadian Council of the Blind
- AccessAbility Awareness virtual events

Accessibility Coordinator

The Accessibility Coordinator is responsible for liaising with the Accessibility Advisory Committee and City Departments in the development and implementation of the Corporate Multi-Year Accessibility Plan. The Accessibility Coordinator can also provide information and resources for departments and the community regarding accessibility when requested.

Design of Public Spaces Standard (DOPS)

The Accessibility Coordinator has participated in the Design of Public Spaces Standard Standards Development Review Committee. The updated Draft Standard is currently with the Ontario Ministry for Seniors and Accessibility for their approval to send out for public comment.

Autism Strategy/Neurodiversity Services Directory

Update to the Autism Strategy was completed over the course of the year. This update includes the name change to **'Neurodiversity Services Directory'** to reflect the contents of the document more accurately. The directory includes resources for families who live with neurodiversity.

Creation of Disability Statistics Maps for City of Sault Ste. Marie:

The Accessibility Coordinator, in partnership with the Planning Department and the Innovation Centre, has created maps using Census and other available data to inform planning decisions in the City. The Planning Department houses these maps.

Other Activities this past year include:

- Consultations on accessibility and barriers encountered:
  - Brain Injury Association of Sault Ste. Marie
  - Canadian Council of the Blind
  - Consultation with Deaf community
  - Thrive Children's Centre
  - Down Syndrome Society
  - Vison Loss Rehabilitation Ontario
  - Thrive Child Development Centre
  - North-East Home and Community Support Services
  - Autism Ontario

Future barrier removal plans

According to the 2023 Legislative Review of the Accessibility for Ontarians with Disabilities Act, 2005 by Rich Donovan:

"The current experience for many people with disabilities in Ontario is poor. This stems from design flaws in services, products, technology, buildings, infrastructure, careers, processes, and human imagination.
The AODA has a 17-year history of under Resourcing and failing to put the best minds of our generation to tackle an epic societal challenge: full participation of people with disabilities in our economy and society."

> **"People with disabilities report continued disappointment in the AODA since its inception, and as has been indicated in previous reviews, progress has been painfully slow and uneven."**

The Multi-Year Accessibility Plan outlines barrier removal initiatives as a result of ongoing consultations with the public, the Accessibility Advisory Committee, and City Staff.

The Corporation of the City of Sault Ste. Marie has an obligation to prevent and remove barriers to full participation of persons with disabilities. The City can and should provide a high level of accessibility to achieve equitable experiences for citizens with and without disabilities.

It's an overall goal to create a new Multi-Year Accessibility Plan (MYAP) that will increase accessibility beyond minimum standards within the Corporation, wherever possible.

The new accessibility plan will be informed by:

- Information gathered during the consultation process

- Relevant statistics including Disability Statistics Maps
- Active Transportation Master Plan
- Ongoing feedback from the Accessibility Advisory Committee
- Ongoing feedback from City Staff

Future proposed barrier removal projects include:

- Updated accessibility audit of all public facing City owned and operated facilities and services
- Accessible viewing area at the John Rhodes Community Centre Arena
- Adult change tables in City facilities and Parks (where parks have existing infrastructure)
- Accessible Customer Service Policy Statement Update
- Working with Human Resources to update the Accessible Customer Service Policies
- Explore options to provide City owned sledges for persons with disabilities at outdoor municipal skating rinks
- Explore options to provide a youth water wheelchair at Splash Pads
- Update to the Bellevue Marina accessible kayak dock
- Work with Transit and various City Departments and Facilities to develop new Multi-Year Accessibility Plans where required
- Working with City Departments to ensure that procurement considers accessibility
- Continue to work with relevant City Staff on the creation of a new City website that meets current accessibility standards
- Staff training on Accessible Customer Service and the creation of accessible documents

Transit

People with disabilities rely heavily upon public transit, and changing service levels can have significant impacts on Transit. Furthermore, Ontario Regulation 191/11, Integrated Accessibility Standards outlines a number of transit specific requirements.

Sault Ste. Marie Transit expects demand for its services will continue to grow in the coming years and in conjunction with growth, will be increasing demand for services. These demands will be driven by both customer expectations and the requirement to comply with existing and emerging legislation.

Transit barrier removal projects for 2022 to 2025 include:

- Transit fleet is 100% accessible and replacement of existing infrastructure is ongoing to ensure all assets are fully accessible with current standards, including but not limited to conventional buses, community buses and Parabases
- Ongoing replacement of transit bus shelters which include accessibility
- Repairs and ongoing upgrades to current Transit Hubs
- Ongoing consultation with stakeholder groups, including the Accessibility Advisory Committee

- The Parabus application form was updated to be in compliance with accessible formats

Transit Consultations:

- Transit conducts ongoing public outreach including Travel Training
- Open House with the Sault Ste. Marie Brain injury Association
- Vision Loss Rehabilitation Ontario
- Canadian Council of the Blind
- St. Mary's School Special Education
- Bay Street Senior's Centre Information Fair
- Public Open House at the Accessibility Centre
- Presentation at the Bayt Street Senior's Centre
- Consultation with Accessibility Advisory Committee:
    - Umo passes
    - New buses 41 & 42
    - How curbs need to be lined up with the ramps
    - Discussion about conditions for use of Support Person cards

Summary

The Corporation of the City Of Sault Ste. Marie has achieved a high level of accessibility in many areas, however the City strives for a high level of accessibility in all areas.

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Diane Morrell, Accessibility Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Reserve Funding Request for Accessible Park Equipment and Benches

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Purpose

The purpose of this report is to seek Council approval to purchase accessible park equipment at Parkland and Westwood Parks and benches at Manzo Park Splash Pad using funds from the Barrier Removal Reserve.

Background

On March 13, 2024, the Accessibility Advisory Committee (AAC) approved the following resolution:

"Recommend that Council approve use of barrier removal reserves in the amount of $10,000 for the purchase of accessible park equipment at Parkland and Westwood Parks, and $10,000 for the purchase of benches for use at Manzo Park Splash Pad."

Analysis

The Multi-year Accessibility Plan 2022-2025 includes an annual financial commitment of $10,000 for accessible park equipment and $10,000 for benches.

The 2023 budget for accessible park equipment and benches were not used as it was intended to combine funds from the 2023 and 2024 budgets to create efficiencies in shipping costs.

Financial Implications

There is an uncommitted balance of $57,800 in the Barrier Removal Reserve. Therefore, sufficient funds exist for the accessible park equipment and benches. An additional report seeking approval for the transfer $6,000 from the Barrier Removal Reserve for the purchase of an adult change table appears elsewhere on the agenda.

Strategic Plan / Policy Impact / Climate Impact

The topic of this report is linked to the Strategic Direction, "Quality of Life'.

This equipment provides a safe and equitable experience for children and adults with disabilities to use accessible playground equipment.

The benches will provide families of children who are using the splash pad with a place to rest. The provision of benches are especially important to persons with endurance disabilities.

This purchase also aligns with the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and the Corporation's Accessibility Policy respecting the four core principles of:

- Dignity;
- Independence;
- Integration; and
- Equality of Opportunity.

The climate change impact associated with this request is that one delivery in two years will be completed instead of two deliveries over two years.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning Reserve Funding Request for Accessible Park Equipment and Benches be received and that Council approve the purchase of accessible park equipment for Parkland and Westwood Parks and benches at Manzo Park Splash Pad at a cost of $20,000 with funds from the Barrier Removal Reserve.

Respectfully submitted,

Diane Morrell
Accessibility Coordinator
705.541.7310
d.morrell@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Diane Morrell, Accessibility Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Reserve Funding Request for Adult Change Table at Sinclair Yards

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Purpose

The purpose of this report is to seek Council approval to purchase an adult change table for Sinclair Yards' facilities using funds from the Barrier Removal Reserve.

Background

On February 14, 2024, the Accessibility Advisory Committee (AAC) approved the following resolution:

"The AAC recommends to City Council the expenditure of $6,000 for the purchase of an adult change table as part of the proposed barrier-free improvements at Sinclair Yards to enable the proposed Challenger Baseball program."

Analysis

Soo Minor Baseball Association is planning a number of updates to accessibility, including additional barrier-free parking spaces (paved), additional paved paths of travel, and the creation of a universal washroom which includes space for an adult change table.

Accessibility updates will provide an equitable experience for visitors and family members with a physical disability and will provide a high level of accessibility for the planned implementation of Challenger Baseball.

Financial Implications

There is an uncommitted balance of $57,800 in the Barrier Removal Reserve. Therefore, sufficient funds exist for the adult change table. An additional report seeking approval for the transfer $20,000 from the Barrier Removal Reserve for the purchase of accessible park equipment and benches appears elsewhere on the agenda.

Strategic Plan / Policy Impact / Climate Impact

The topic of this report is linked to the Strategic Direction "Quality of Life".

This equipment provides a safe and equitable experience for persons who use Sinclair Yards or Strathclair Field (currently no universal washroom or adult change table at Strathclair Field).

This purchase also aligns with the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and the Corporation's Accessibility Policy respecting the four core principles of:

- Dignity;
- Independence;
- Integration; and
- Equality of Opportunity.

There is no climate change impact associated with this request.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated April 8, 2024 concerning Reserve Funding Request for Adult Change Table at Sinclair Yards be received and that Council approve the purchase of an adult change table for the Sinclair Yards' universal washroom at a cost of $6,000 with funds from the Barrier Removal Reserve.

Respectfully submitted,

Diane Morrell
Accessibility Coordinator
705.541.7310
d.morrell@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
	Jeffrey King, Solicitor
DEPARTMENT:	Public Works and Engineering Services
	Legal Department
RE:	Automated Speed Enforcement and Administrative Penalties

Purpose

The purpose of this report is to obtain Council endorsement for the implementation of Automated Speed Enforcement (ASE) supported by development of an Administrative Monetary Penalty System (AMPS).

Background

At the December 12, 2022 Council meeting, the Speed Management Task Force recommended eight steps to managing speed in the community. One of those steps was the consideration of ASE.

ASE is an automated system that uses a camera and a speed measuring device to enforce speed limits in identified areas. Under the *Highway Traffic Act*, municipalities may operate ASE in areas designated as Community Safety Zones or School Zones.

If a vehicle exceeds the posted speed limit in an ASE-enforced area, the system captures an image that is stored and reviewed by a provincial offences officer. A ticket is then issued to the registered plate holder of the offending vehicle. As the ticket is issued to the registered plate holder of a vehicle and not the driver, demerit points are not applied to these infractions.

A growing number of municipalities across Ontario are implementing ASE as a measure to help improve roadway safety. ASE has been proven to successfully increase compliance with posted speed limits and lower travelled speed of roadways. A recent study conducted by the Hospital for Sick Children Research Institute found that the percentage of drivers exceeding the speed limit by more

than 20 km/h was reduced by 87 percent on road segments where ASE was present.

Analysis

The City's Provincial Offences Office processes all Highway *Traffic Act* (HTA) violations issued within its catchment area, totalling approximately 10,000 offences annually. Staff anticipate that four mobile ASE units deployed throughout the community will generate approximately 20,000 tickets per year, in addition to the 10,000 normally processed. Adding this number of tickets to the City's provincial offences system would not be manageable with current staffing levels and Justices of the Peace.

In order to prevent court backlogs and to manage prosecution workloads, staff are recommending the implementation of a secondary tribunal system, being an Administrative Monetary Penalty System (AMPS).

An AMPS would use a City administered tribunal to adjudicate infractions outside of the traditional POA court system. *Ontario Regulation 355/22: Administrative Penalties for Contraventions Detected Using Camera Systems* enables the use of AMPS for vehicle-based infractions using automated enforcement systems. An AMPS is a best practice for managing high volumes of less significant quasi-judicial offences and have been upheld by the courts as appropriate for matters under provincial control.

Operationally, an AMPS requires:

- Provincial Offence Officers to issue offence notices, instead of POA tickets;
- Administrative staff to input data, schedule hearings, and take payment of offence notices;
- Screening Officers to review and determine whether to uphold, rescind, or modify the offence notice; and
- A third-party Hearing Officer to review and make a final decision on an offence notice if the Screening Officers' review is challenged.

An AMPS is dependent on a funding stream and offence notice volume, which ASE provides.

<u>Estimated costs of an AMPS supported ASE program:</u>

The cost of an AMPS supported ASE program can be broken down into two categories: operating costs and one-time costs. Operating costs are ongoing and can be variable year over year, depending on the number of infractions processed and the number of ASE units leased. Table 1 below outlines the estimated annual operating costs for the program assuming that four units are leased, capturing a total of 20,000 infractions in a year.

Table 1: Estimated Annual Operating Costs:

Item	Estimated Annual Costs
Leasing and Redeployment of ASE Units (Redflex)	$140,000
ASE Offence Processing (JPC)	$400,000
Licence Plate Information Request (MTO)	$45,000
PW Maintenance Costs	$30,000
Education Campaign	$5,000
Software Licensing	$13,000
Plate Denial Costs (MAG)	$40,000
Staff Complement Increase	$267,000
Third-Party Hearing Officer	$5,000
Estimated Total Annual Operating Costs	**$945,000**

One-time costs are associated with the initial fees and capital requirements needed to start the program. Table 2 below outlines the estimated one-time costs.

Table 2: Estimated One-Time Costs:

Item	Estimated One Time Costs
ASE Unit Initial Setup	$5,000
JPC Initial Fee	$60,000
Education Campaign	$20,000
Software Setup	$5,000
Office Construction and Equipment	$15,000
Privacy Assessment	$5,000
Estimated Total One-Time Costs	**$110,000**

Anticipated ASE revenue:

Fines for speeding in School Zones or Community Safety Zones are outlined in the HTA as follows:

- Less than 20km/h over the speed limit – $6 per km/h over the speed limit;
- 20km/h over the speed limit but less than 30km/h – $9 per km/h over the speed limit;
- 30km/h over the speed limit but less than 50km/h – $14 per km/h over the speed limit; and
- 50km/h or more over the speed limit – $19.50 per km/h over the speed limit.

These projections assume that four mobile ASE units will capture a total of 20,000 infractions per year. A fine amount of $60 was used for all infractions. This is equivalent to a vehicle travelling 10km/h over the posted speed limit in a School Zone or a Community Safety Zone. Based on ASE results published by other

municipalities, these assumptions are reasonable. Table 3 below shows the projected net revenue of the ASE program over a five-year period.

Table 3: Net Revenue

Item	Year 1	Year 2	Year 3	Year 4	Year 5
One-Time Costs	$110,000	$0	$0	$0	$0
Operating Costs	$945,000	$954,000	$963,000	$972,000	$981,000
Fine Revenue	$1,200,000	$1,200,000	$1,200,000	$1,200,000	$1,200,000
Net Revenue	$145,000	$246,000	$237,000	$228,000	$219,000
Cumulative Net Revenue	$145,000	$391,000	$628,000	$856,000	$1,075,000

Based on the assumptions noted above, it is anticipated that the AMPS supported ASE program will generate a positive revenue after the first year of implementation with the cumulative revenue growing up to $1,075,000 after the fifth year. For the program to be revenue neutral from an operational perspective, 14,340 fines must be collected annually based on a set fine of $60 per infraction. It must also be noted that the projections outlined above assume that all fines are paid in full, which may not always be the case and could impact the revenue.

Required steps for an AMPS supported ASE program:

There are several steps required to implement both ASE and AMPS programs in an efficient and cost-effective manner. In hopes of achieving the targeted implementation date for ASE, it is recommended to move both programs forward simultaneously by starting to implement some of the steps listed below that do not require 2025 budget approval.

Steps that may proceed without budget approval:

- **Pursue an agreement with the City of Toronto Joint Processing Centre (JPC) for ASE offence processing** – the majority of municipalities who have implemented ASE have opted to have the offences processed through the City of Toronto JPC. The JPC employs Provincial Offence Officers to issue charges captured by ASE devices, along with additional support staff for investigation, contract management, and record management. The JPC operates on a cost recovery basis for services provided. A fee is collected for each infraction processed. Using the JPC is an effective way of

processing charges without the need to hire Provincial Offence Officer(s) to review and issue notices. The City of Toronto anticipates shifting its JPC from reliance on POA court tickets to an AMPS offence notice by November 1, 2024, after which point it could receive and issue the City's anticipated 20,000 offence notices.

- **Pursue an agreement with the Ministry of Transportation Ontario for access to licence plate information for offending vehicles** – this is required to enable access to the Provincial motor vehicle licence plate registration information, which will enable administrative penalties to be issued for ASE. The agreement is in a standard form and is similar to other agreements the City has with the MTO for plate information. The City must enter into this agreement as part of the JPC agreement. The agreement will also assist with the issuance of plate denials for unpaid notices issued by City staff.

- **Develop ASE site selection criteria** – like other speed reduction strategies used in the community, having a data driven approach for ASE site selection will ensure that locations are prioritized to have the largest impact on roadway safety. The development of the site selection criteria will closely follow industry best practices and the City's Traffic Calming Policy.

- **Pursue an agreement with the Ministry of Attorney General (MAG)** – for the required victim fine surcharge component that is paid by the notice recipient to the City. The agreement sets out reporting requirements to MAG, and requirements for sending plate denials through the Default Fines Control Center (DFCC). Each request to register with the DFCC is subject to a $20.00 charge payable by the City to MAG.

- **Develop supporting AMPS by-law, polices, and guidelines** – to administer an AMPS. A by-law will be submitted to Council for approval that contains authorization and procedures for the Administrative Penalty Tribunal, which the Hearing Officer presides over. These documents also serve to guide the Screening Officer, administrative staff, and those who have received an AMPS notice. While not required under law, these documents are recommended to ensure that the hearing process for imposing a penalty is fair and in accordance with the principles of natural justice.

<u>Steps that must be referred to the 2025 budget:</u>

- **Procurement of ASE mobile units from Redflex Traffic Systems (Canada) Limited** – in 2019, the City of Toronto issued a Request for Proposal on behalf of all municipalities in Ontario under the above JPC agreement for the provision of ASE services for a period of five years, with

an option to extend for an additional five years. Redflex Traffic Systems (Canada) Limited was selected as the successful vendor responsible for the installation, operation, and maintenance of ASE equipment and services across Ontario. This process ensures that the same equipment is used province-wide and municipalities can benefit from group pricing.

- **Education campaign** – public understanding and support of the ASE program will help ensure successful implementation. A robust education campaign is instrumental in spreading awareness to the community.

- **Increase staff complement** – Legal has no capacity to take on the increased workload associated with ASE. Council would need to approve three additional employees to complete administrative functions and to fulfill the required role of the new position of Screening Officer.

- **Retain a per diem Hearing Officer** – Legal will be required to retain the services of a Hearing Officer to further adjudicate the violations that are not settled at the screening stage. A Hearing Officer cannot be an employee of the City.

- **Office Space, Equipment, and Case Management Software** – Legal will be required to locate office space for these hires, purchase equipment, and procure Case Management Software to administer an AMPS offence notice. With the assistance of Purchasing and IT, Legal will need to procure a similar system because an AMPS notice must be processed outside of the existing POA software.

- **Conduct a Privacy Impact Assessment** – to ensure any private information is properly kept.

Implementation Timelines:

ASE implementation cannot be supported if the one-time and operational requests are not approved during 2025 budget deliberations, resulting in the postponement of the program until such time as funds are allocated. Subject to 2025 budget approval, it is anticipated that it will take at least 24 months until an AMPS is in place to support the issuance of ASE offence notices. This projected timeline suggests that ASE units can be activated by 2026.

If approved during the 2025 budget deliberations, Council will be provided with updates regarding milestones met and when additional approvals are required, such as to sign agreements and pass supporting by-laws.

Financial Implications

There are no direct financial implications at this time. The costs associated within the recommendations of this report can be implemented with current resources

and operating line accounts. The remaining items, such as hiring of staff and additional costs, will be referred to the 2025 budget if approved as recommended.

The revenues for this initiative are anticipated to exceed both the one-time and on-going expenditures. Due to the timing requirement of this initiative, staff require Council's consideration and are recommending that this information be discussed at budget time.

The information brought forward to Council for consideration will have refined estimates and potentially a recommendation to supplement the roads capital program with any surplus funds from this initiative. Alternatively, any negative variance from this initiative will be funded by tax levy dollars and future budgets will have to be adjusted accordingly.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Infrastructure and Quality of Life focus areas of the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer and the Solicitor dated April 8, 2024 concerning Automated Speed Enforcement be received and that Council direct staff to:

- Pursue an agreement with the City of Toronto Joint Processing Centre for ASE offence processing;
- Pursue an agreement with the Ministry of Transportation Ontario for access to licence plate information for offending vehicles;
- Develop Automated Speed Enforcement site selection criteria;
- Pursue an agreement with the Ministry of Attorney General for the required victim fine surcharge component that is paid by the notice recipient to the City;
- Develop supporting Administrative Monetary Penalty System by-law, polices, and guidelines;
- Refer staff complement increase requests to the 2025 budget; and
- Refer one-time and ongoing operating costs to the 2025 budget.

Respectfully submitted,

Dan Perri, P.Eng.
Municipal Services and Design Engineer
705.759.5329
d.perri@cityssm.on.ca

Jeffrey King
Solicitor
705.759.2662
j.king3@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

April 8, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicholas Cicchini, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Application A-4-24-Z.OP – 44 Great Northern Road (BMO)

PURPOSE

The applicant 3476847 Canada Inc. (c/o D. S. Urso) wishes to amend the Official Plan and rezone a portion of the subject property to permit the relocation of the existing bank branch of BMO from within the Cambrian Mall to a stand-alone structure on the subject property.

PROPOSED CHANGE

The applicant is seeking Council approval to amend the Official Plan on a site specific basis and by way of a notwithstanding clause to Commercial Policy 4 (C.4) to permit the construction of new major office space (450m^2) outside of the downtown area. The applicant also wishes to rezone a portion of the subject property (approximately 59m x 47.6m) from Shopping Centre (C5) Zone to General Commercial (C4.S) Zone with a Special Exception to increase the maximum Gross Floor Area for Office Uses outside of the downtown from 300 m^2 to 450 m^2.

Subject Property:

- Location: the subject property is located on the east side of Great Northern Road approximately 200m north of the Great Northern Road and McNabb Street intersection
- Approximate Size: the subject property is irregular in shape with 200m of frontage on Great Northern Road, a depth of 277m, totalling 5.12 Ha
- Present Use: Shopping Centre (Cambrian Mall)
- Owner: 3476847 Canada Inc.

Area to be Rezoned:

- Location: the area to be rezoned is located on the East side of Great northern Road, approximately 140m north of the Great Northern Road and McNabb Street intersection.

- Approximate Size: the proposed area to be rezoned is rectangular in shape with 47.6m of frontage on Great Northern Road, a depth of 59m, totaling 2808.40 m^2
- Present Use: Parking area in association with Cambrian Mall
- Owner: 3476847 Canada Inc.

BACKGROUND

Over the past two decades the Cambrian Mall property has been subject to a number of *Planning Act* applications, primarily related to severing the mall into 3 separate parcels including:

1) Northern Parcel – Rome's Your Independent Grocer;
2) Middle Parcel – The centre portion of the mall containing a retail stores, medical services etc.; and
3) Southern Parcel – Canadian Tire

Although located on separate parcels, the current site plan agreement treats the required parking as though the development exists on one parcel.

ANALYSIS

Conformity with Official Plan

The land use map of the Official Plan (Schedule C) designates the subject property as Commercial. Commercial land use includes businesses engaged in retail, finance, insurance and real estate, among others. Policy C.4 of the Official Plan requires major office space to be located in the downtown area. The Zoning By-law defines major office space as greater than 300m^2. This policy was originally intended to maintain the downtown area as the primary administrative centre of the community.

The application proposes approximately 440 m^2 of office space outside the downtown area and therefore requires a textual amendment to the Official Plan to permit the proposed office size.

The 2022 draft Official Plan proposes to increase the maximum size of office space outside the downtown from 300m^2 to 700m^2. This allows a broader range of office types and sizes to be located outside of the downtown, to address vacancies in other commercial areas, support the adaptive reuse of vacant commercial buildings and promote greater access to services. The proposed increase to the minimum size of major office space is consistent with how the Municipal Property Assessment Corporation (MPAC) defines major office space.

The current definition of major office space (300m^2) is too small, as evidenced by this application. Bank branches (and other relatively small office spaces, such as medical offices), should be spread throughout the community. Furthermore, the 2016 Downtown Strategy places greater emphasis on making downtown more of a complete neighbourhood, with additional residential, cultural and recreational development, while at the same time preserving the downtown as the

administrative core of the community. Approval of this application is appropriate and consistent with the current vision for the Downtown.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council decisions must be consistent with the policies contained in the PPS.

> *Policy 1.3.1:*
>
> *Planning authorities shall promote economic development and competitiveness by:*
>
> *a) providing for an appropriate mix and range of employment, Institutional, and broader mixed uses to meet long-term needs;*

This proposal is consistent with the PPS, which addresses land use compatibility matters, efficiently using municipally serviced land, and meeting the long-term needs of employment.

Conformity with Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and it does not conflict.

COMMENTS

This application proposes to relocate the existing BMO financial branch within the Cambrian Mall to the area to be rezoned as a stand-alone building.

The current zoning of the area to be rezoned is C5. The application proposes the C4 Zone with a special exception for the area to be rezoned. Rezoning to C4 will facilitate the proposed 450m^2 office building.

Currently the Cambrian Mall (including all 3 parcels) requires 1426 parking spaces and supplies 1517 spaces. If approved by Council, the area to be rezoned is also proposed to be severed, which would remove 96 spaces and create demand for an additional 20 required parking spaces. The attached site plan proposes 51 parking spaces. Therefore, upon approval of this application and potential future severance, the total required parking for the entire site would be 1446, with a total of 1472 parking spaces supplied, resulting in a surplus of 26 spaces. It is noted that this parking interpretation takes advantage of Section 5.3.5 of Zoning By-law 2005-150 which allows required parking spaces to be located on neighbouring or contiguous lots where they are under the same ownership or an agreement is in place for a period of at least 10 years.

The subject property is currently deemed as an area of site plan control. Exterior development details such as: landscaping, servicing and access, among other matters, will be addressed during the site plan control process.

CONSULTATION

Public notices were mailed to all property owners within 120m (400') of the subject property on March 15, 2024. The notice mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on March 16, 2024

Public Comments

At the time of the drafting of 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.

Engineering Division has commented that the area to be rezoned is deemed an area of site plan control. It is noted that exterior site specific details such as stormwater management and servicing will be addressed during the site plan control process.

PUC Services notes that when the area to be rezoned is severed, a private water easement is required. This will be addressed through the Committee of Adjustment.

The following departments/agencies had no comments or objections on this application: Accessibility Committee, Building Division, Community Development and Enterprise Services, Economic Development Corp, Sault Fire Services, Heritage Committee, Legal Department, Public Works, and Sault Ste. Marie Region Conservation Authority (SSMRCA).

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 this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated April 08, 2024 concerning Planning Act Application A-4-24-Z.OP – 44 Great Northern Road be received and that Council:

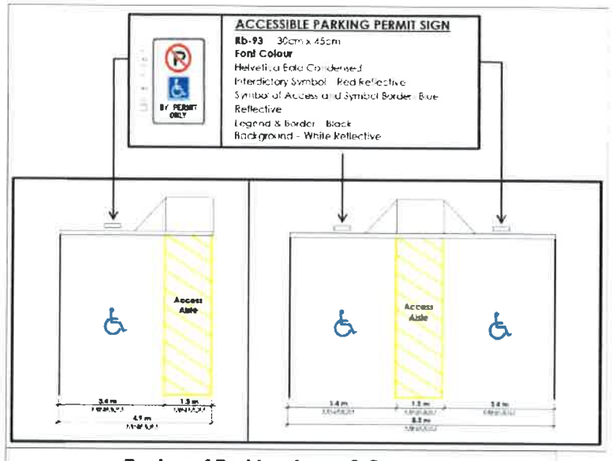
1. Approve Official Plan Amendment No. 251 by way of a notwithstanding clause to permit up to 450m^2 of office space upon the area to be rezoned, and;

2. Rezone a portion of the subject property (approximately 59m x 47.6m) as shown in the attached land use map from Shopping Centre (C5) Zone to General Commercial (C4.S) Zone with a Special Exception to increase the maximum Gross Floor Area for Office Uses outside of the downtown from 300 m^2 to 450 m^2.

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

Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca



Design of Parking Areas & Spaces

Diagram 1

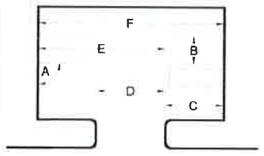
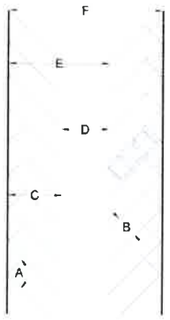


Diagram 2



Parking Space Angle	Stall Width	Perpendicular Distance from Parking Stall End to Driveway	Aisle Width	Parking Area Width (Curb to Curb)	
				With Parking Spaces on One Side Only	With Parking Spaces on Both Sides
(A)	(B)	(C)	(D)	(E)	(F)
90°	2.75m	5.8m	6.71m	12.5m	18.29m
60°	2.75m	6.4m	5.49m	11.89m	18.29m
45°	2.75m	6.1m	3.96m	10.06m	16.15m
30°	2.75m	5.49m	3.35m	8.84m	14.33m
Parallel	2.75m	7.92m	3.05m	5.79m	8.53m

THE CITY OF SAULT STE. MARIE ZONING BY-LAW

NOTE: Illustration Only. All Dimensions are minimum unless otherwise indicated. All measurements in Metric Units.



1 / A1.0 PROJECT SITE CONTEXT PLAN
SCALE - N.T.S

PARKING REQUIREMENTS:

- EXISTING PARKING SPACE COUNT = 728
- PARKING SPACE REDUCTION = 52
- TOTAL AVAILABLE PARKING SPACES = 676
- PARKING REQUIREMENT (BY-LAW) = 599 (+77)
- PROPOSED PROJECT PARKING REMOVAL = 52
- PROPOSED PROJECT PARKING IMPACT = 25 ABOVE ZONING BY-LAW REQUIREMENTS

PROJECT SCOPE:

EXISTING SITE - PARKING SPACE REDUCTION RESULTS IN 25 SURPLUS / EXTRA SPACES AS INDICATED ABOVE

- PROPOSED FUTURE DEVELOPMENT AREA = +/- 5,300 SQ. FT. (492.5 M2).
- PROPOSED FUTURE DEVELOPMENT OCCUPANCY = GROUP 'D' (BUSINESS & PERSONAL SERVICES). BMO BANKING FACILITY.
- EXISTING PARKING AND ACCESS AISLES TO CONFORM TO MUNICIPALITY REQUIREMENTS.
- SITE PLAN AS INDICATED BASED ON OWNER-PROVIDED INFORMATION AND REVIEW OF EXISTING CONDITION.
- NO EXISTING BARRIER-FREE PARKING SPACES ARE AFFECTED. 2 NEW BARRIER-FREE PARKING SPACES TO BE PROVIDED.

PE DESIGN GROUP

COPYRIGHT OF THESE DRAWINGS IS VESTED IN PE DESIGN GROUP
DIMENSIONS MEASURED ON SITE.

NO.	DATE	REASON	REV.

PROJECT
PROPOSED BMO BUILDING SITE PLAN
44 GREAT NORTHERN RD
SAULT STE. MARIE, ONTARIO

ENGINEER Trevor Sawchyn
DRAFTSPERSON Trevor Sawchyn
DATE JANUARY, 31, 2024
PROJECT No. PE-2024-001
SCALE 1" = 1'

TITLE
GENERAL PLAN AND DESIGN

DRAWING No. A-01



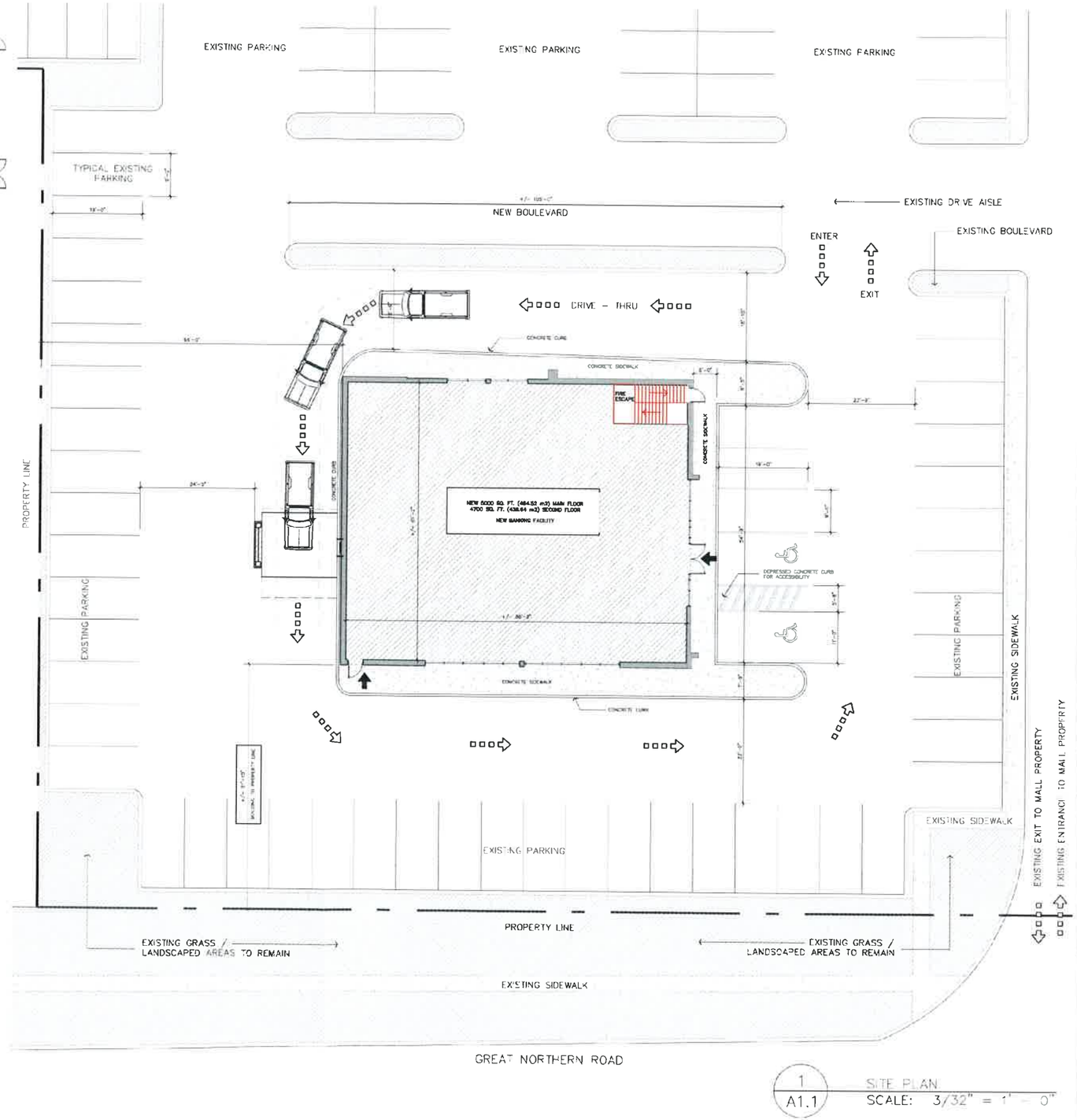
2
A1.1
PROPOSED MAIN FLOOR PLAN
SCALE: N. T. S.

GENERAL NOTES: C5 COMMERCIAL DEVELOPMENT

SITE PLANNING INFORMATION FROM REGISTRAR'S COMPILED PLAN H-690, CITY OF SAULT STE. MARIE, DISTRICT OF ALGOMA, AUGUST 25, 1983
(ADDITIONS APRIL 19, 1984)

L. A. MILLAR (ONTARIO LAND SURVEYOR)

- PROPOSED PROJECT CURRENTLY BEING DEVELOPED AND WILL BE SUBMITTED FOR BUILDING PERMIT.
- EXISTING PERIMETRE PARKING IN DEVELOPMENT AREA (AS SHOWN) TO REMAIN.
- AFFECTED DEVELOPMENT AREA TO BE RE-SURFACED WITH NEW ASPHALT.
- EXTERIOR SIGNAGE TO BE CONFIRMED AT FUTURE PERMIT STAGE.
- TOTAL LOT AREA = 455,863 SQ. FT. (42,350 M2)
- LOT COVERAGE AREA = 145,485 SQ. FT. (13,516 M2) = 32%
- EXTERIOR SIDE YARD SETBACK = 49.2 FT. (15 M) PROVIDED = 64 FT. (19.5 M)
- FRONT YARD SETBACK = 49.2 FT. (15 M) PROVIDED = 52 FT. (16 M2)
- REAR YARD SETBACK = N/A
- BUILDING HEIGHT = 2 STORIES



1
A1.1
SITE PLAN
SCALE: 3/32" = 1' - 0"

PE DESIGN GROUP

COPYRIGHT OF THESE DRAWINGS IS VESTED IN PE DESIGN GROUP.
DIMENSIONS MEASURED ON SITE.

NO.	DATE	REASON	REV.

PROJECT
PROPOSED BMO
BUILDING SITE PLAN
44 GREAT NORTHERN RD
SAULT STE. MARIE, ONTARIO

ENGINEER Trevor Sawchyn
DRAFTSPERSON Trevor Sawchyn
DATE JANUARY 31, 2024
PROJECT No. PE-2024-001
SCALE 3/32" = 1'

TITLE MAIN FLOOR AND SITE PLAN
DRAWING No. A-02

AMENDMENT NO. 251 (T-166)
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 Commercial Policies of the Plan.

LOCATION

Part 1 of PT LT 14 RCP H690 St. Mary's PT 2 1R10307 S/T T247922; SAULT STE. MARIE, PIN 31531-0035 (LT), having Civic Address 44 Great North Road, Sault Ste. Marie, ON, located on the east side of Great Northern Road, approximately 200 meters north of McNabb Street.

BASIS

This Amendment is necessary in view of a request to permit office uses with a Gross Floor Area (GFA) up to 450m^2 on the subject property.

The proposal does not conform to the existing policy C.4 of the official plan.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

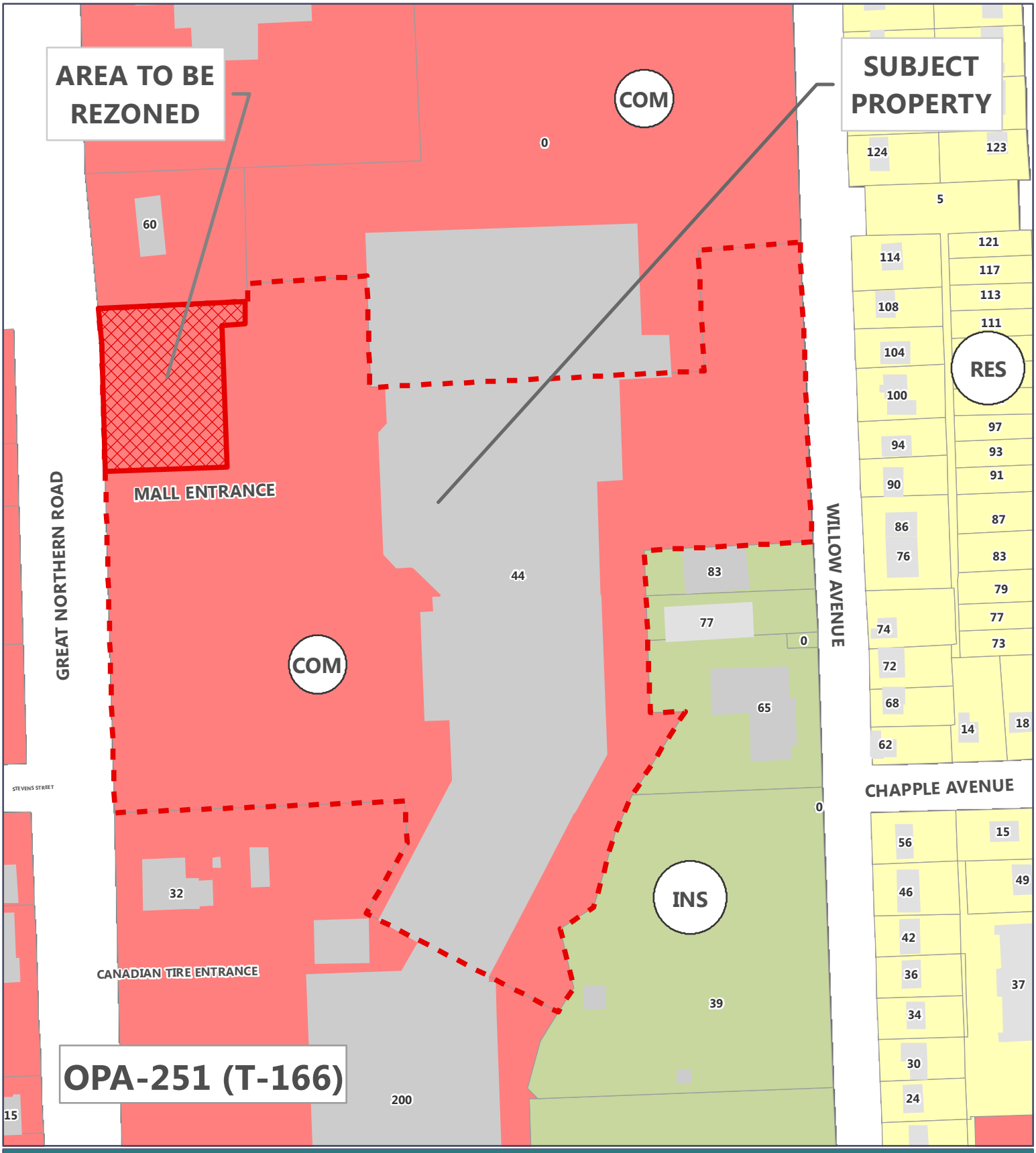
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

166. Notwithstanding the Commercial policies of the Official Plan, the property described as Part 1 of PT LT 14 RCP H690 St. Mary's PT 2 1R10307 S/T T247922; SAULT STE. MARIE, PIN 31531-0035 (LT), having Civic Address 44 Great North Road may be occupied by office uses with a GFA up to 450m^2.

INTERPRETATION

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



Application A-4-24-Z.OP: Official Plan Land Use

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

- Area to be Rezoned
- Subject Property: 44 Great Northern Road
- Parcel Fabric
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands

Property Information

Civic Address: 44 Great Northern Road
Roll No.: 030038009000000
Map No.: 43/1-50
Date Created: March 8, 2024

0 20 40 m
1:2,000
This map is for general reference only.

N

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

Maggie McAuley, P. Eng.
Municipal Services & Design Engineer

2024 03 27

MEMO TO: Peter Tonazzo, RPP
Director of Planning

RE: A-4-24-Z.OP
44 Great Northern Road

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

Maggie McAuley, P.Eng.
Municipal Services & Design Engineer
Public Works and Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM/ai

c. Susan Hamilton Beach, P.Eng., Public Works

REZONING\2024\A-4-24-Z .OP_44_Great_Northern_Road_2024-03-27.docx

March 27, 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.perri@cityssm.on.ca

Dear Peter:

Re: Great Northern Rd [44] – Application No. #A-4-24-Z.OP

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. However, the applicant is advised that if the "Area to be Rezoned' shown below is severed, a private waterworks easement may be required.



Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, ON P6A 6P2

705-759-6576
ssmpuc.com
eng-dept@ssmpuc.com

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

Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, ON P6A 6P2

705-759-6576
ssmpuc.com
eng-dept@ssmpuc.com



Application A-4-24-Z.OP: Aerial Image

Property Information

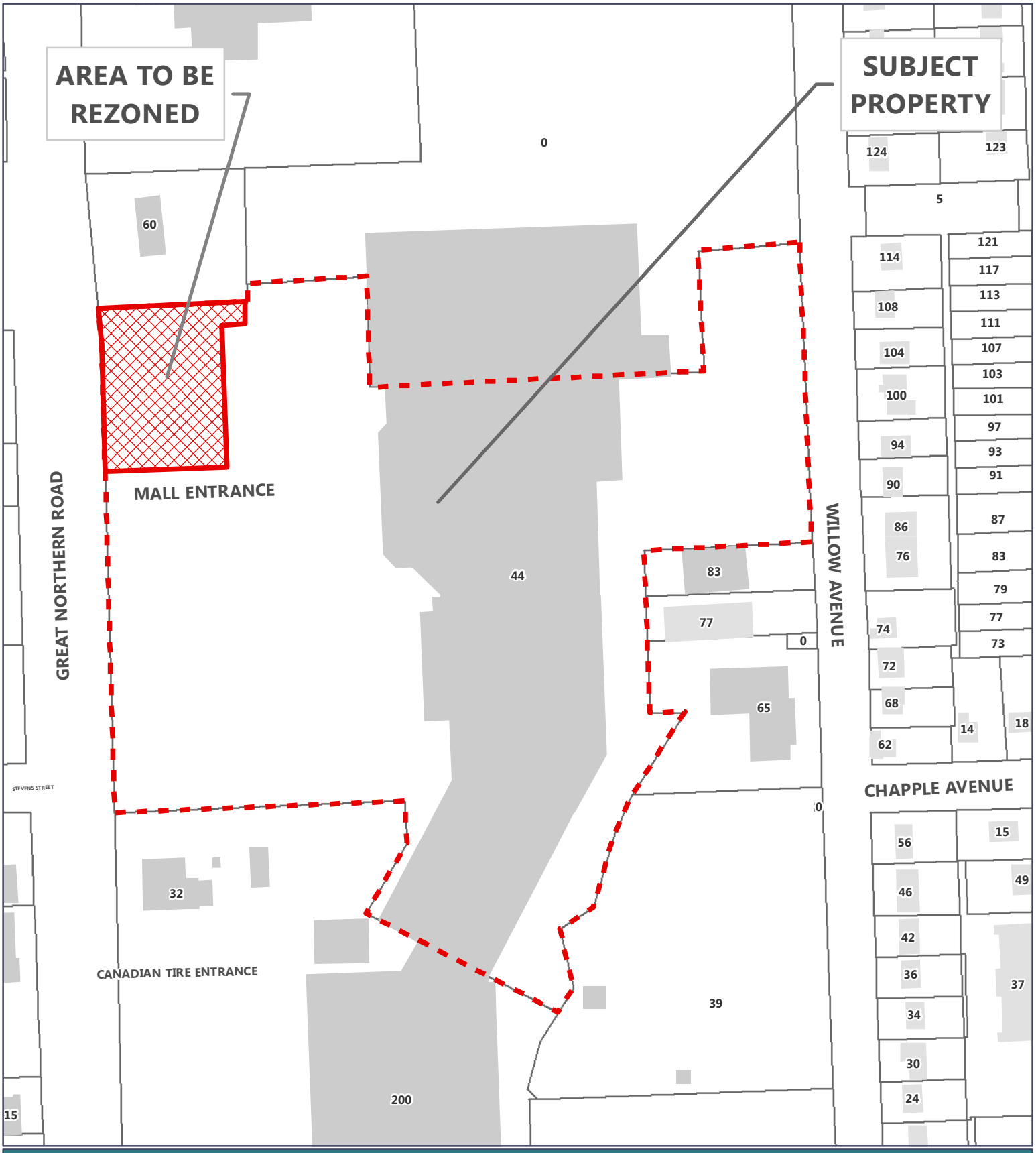
Civic Address: 44 Great Northern Road
Roll No.: 030038009000000
Map No.: 43/1-50
Date Created: March 8, 2024

Area to be Rezoned
Subject Property: 44 Great Northern Road
Parcel Fabric

0 20 40 m
1:2,000
This map is for general reference only
Orthophoto: 2022

N

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



Application A-4-24-Z.OP: Subject Property

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

Legal Department Reference

Schedule "A"

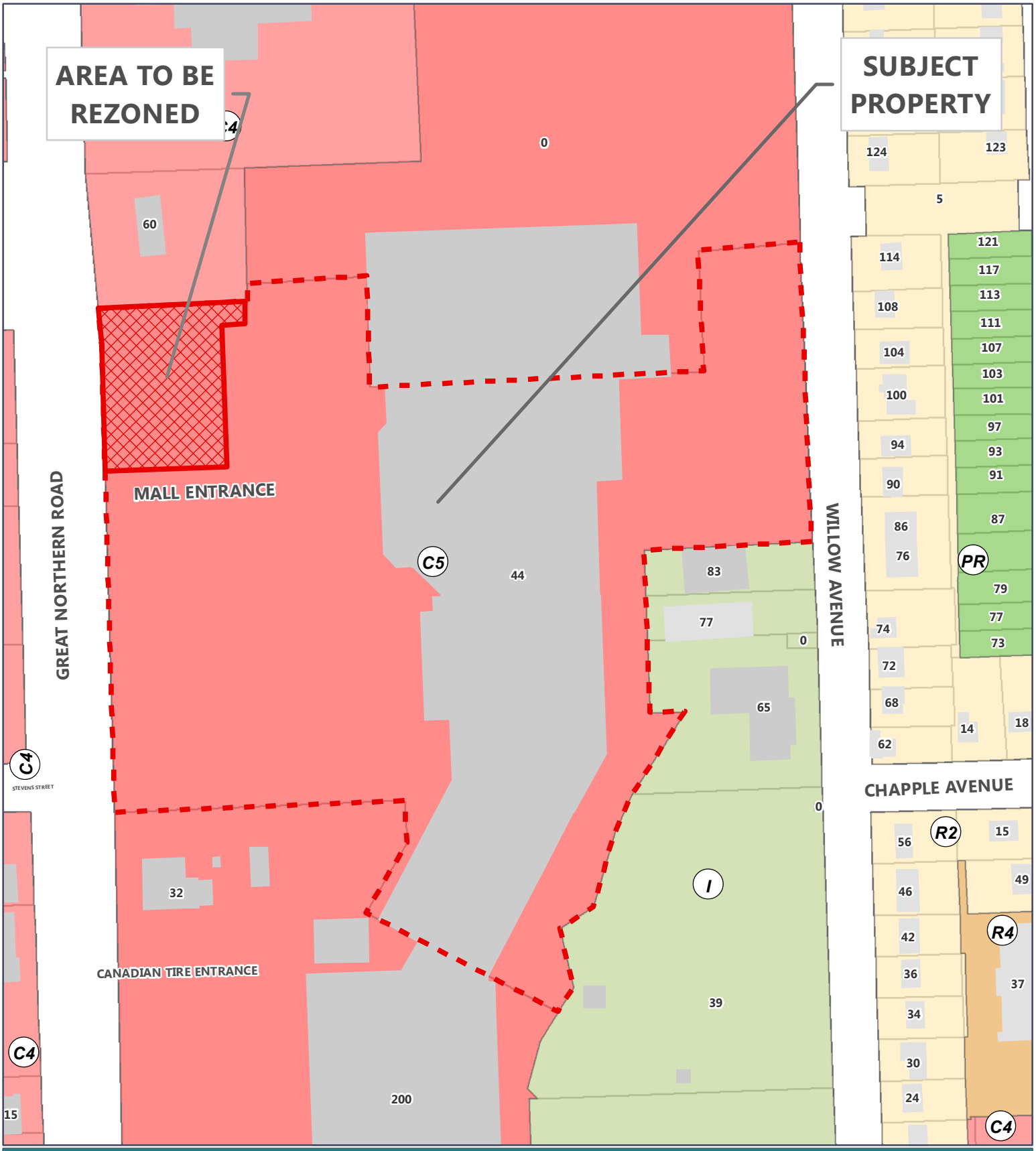
- Area to be Rezoned
- Subject Property: 44 Great Northern Road
- Parcel Fabric

Property Information

Civic Address: 44 Great Northern Road
Roll No.: 030038009000000
Map No.: 43/1-50
Date Created: March 8, 2024

0 20 40 m
1:2,000
This map is for general reference only.

N



Application A-4-24-Z.OP: Existing Zoning

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

- Area to be Rezoned
- Subject Property: 44 Great Northern Road
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- MU - Mixed Use - Commercial Dock

Property Information

Civic Address: 44 Great Northern Road
Roll No.: 030038009000000
Map No.: 43/1-50
Date Created: March 8, 2024

0 20 40 m
1:2,000
This map is for general reference only.

N

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

44 Great Northern Road

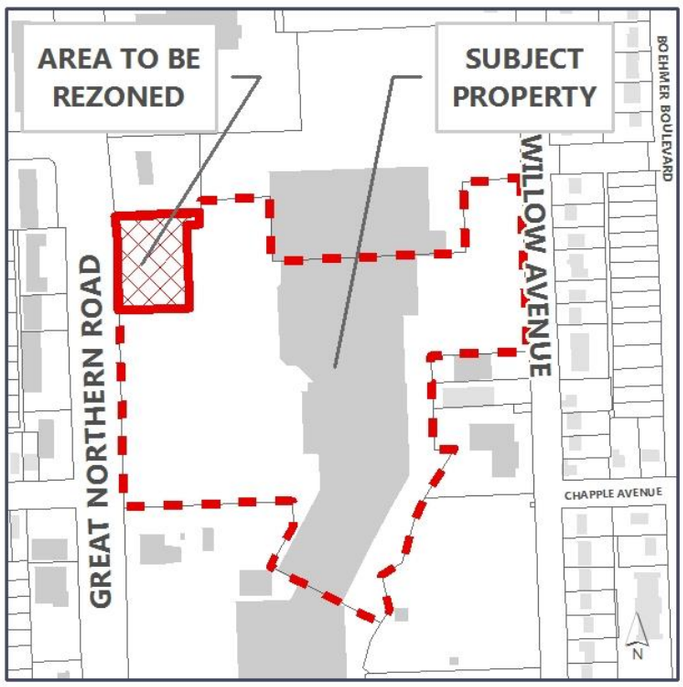
Application No.: A-4-24-Z.OP
Applicant: 3476847 Canada Inc.

Date: April 8, 2024
Time: 5:00 PM

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

PURPOSE

The applicant 3476847 Canada Inc. (c/o D. S. Urso) wishes to amend the Official Plan and rezone a portion of the subject property to permit the relocation of the existing bank branch of BMO from within the Cambrian Mall to a stand alone structure on the subject property.



PROPOSED CHANGE

To amend the Official Plan on a site specific basis and by way of a notwithstanding clause to Commercial Policy 4 (C.4) to permit the construction of new major office space (450m^2) outside of the downtown area. The applicant also wishes to rezone a portion of the subject property (approximately 59m x 47.6m) from Shopping Centre (C5) Zone to General Commercial (C4.S) Zone with a Special Exception to increase the maximum Gross Floor Area for Office Uses outside of the downtown from 300 m^2 to 450 m^2.

HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome 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, April 8, 2024 at 5:00 p.m. 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, Chap. P.13, R.S.O.1990, 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, April 4, 2024** and in person on **Friday, April 5, 2024**, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Nicholas Cicchini, Planning Division, at 705.759.5375 or n.cicchini@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 Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, April 08, 2024**.

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

If a person or public body 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 person or public body 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.



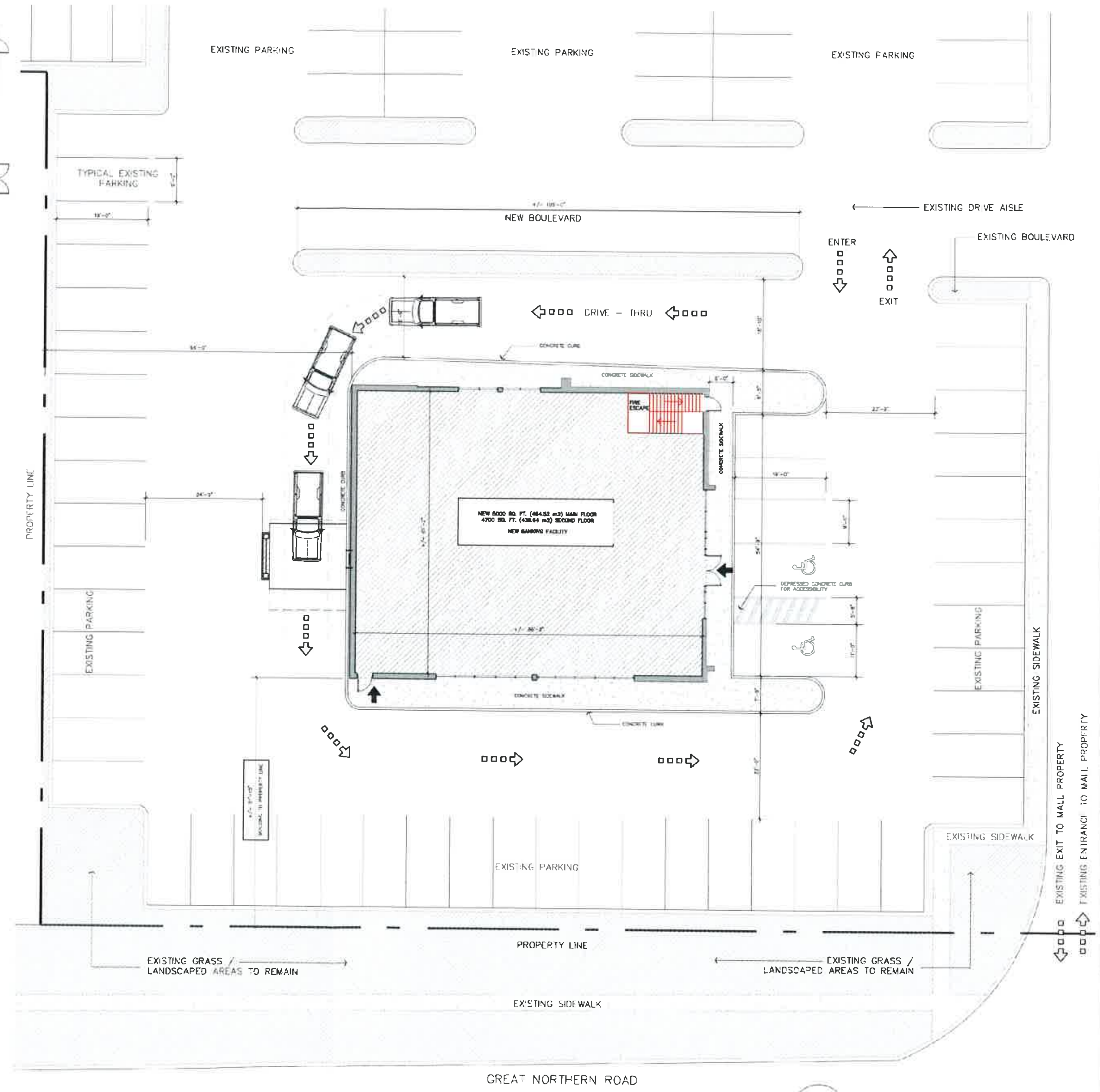
PROPOSED MAIN FLOOR PLAN
SCALE: N. T. S.

GENERAL NOTES: C5 COMMERCIAL DEVELOPMENT

SITE PLANNING INFORMATION FROM REGISTRAR'S COMPILED PLAN H-690, CITY OF SAULT STE. MARIE, DISTRICT OF ALGOMA, AUGUST 25, 1983 (ADDITIONS APRIL 19, 1984)

L. A. MILLAR (ONTARIO LAND SURVEYOR)

- PROPOSED PROJECT CURRENTLY BEING DEVELOPED AND WILL BE SUBMITTED FOR BUILDING PERMIT.
- EXISTING PERIMETRE PARKING IN DEVELOPMENT AREA (AS SHOWN) TO REMAIN.
- AFFECTED DEVELOPMENT AREA TO BE RE-SURFACED WITH NEW ASPHALT.
- EXTERIOR SIGNAGE TO BE CONFIRMED AT FUTURE PERMIT STAGE
- TOTAL LOT AREA = 455,863 SQ. FT. (42,350 M2)
- LOT COVERAGE AREA = 145,485 SQ. FT. (13,516 M2) = 32%
- EXTERIOR SIDE YARD SETBACK = 49.2 FT. (15 M) PROVIDED = 64 FT (19.5 M)
- FRONT YARD SETBACK = 49.2 FT. (15 M) PROVIDED = 52 FT (16 M2)
- REAR YARD SETBACK = N/A
- BUILDING HEIGHT = 2 STORIES



SITE PLAN
SCALE: 3/32" = 1' - 0"

PE DESIGN GROUP

COPYRIGHT OF THESE DRAWINGS IS VESTED IN PE DESIGN GROUP
DIMENSIONS MEASURED ON SITE.

NO.	DATE	REASON	REV.

PROJECT
PROPOSED BMO
BUILDING SITE PLAN
44 GREAT NORTHERN RD
SAULT STE MARIE, ONTARIO

ENGINEER Trevor Sawchyn
DRAFTSPERSON Trevor Sawchyn
DATE JANUARY 31, 2024
PROJECT No. PE-2024-001
SCALE 3/32" = 1'

TITLE MAIN FLOOR AND SITE PLAN
DRAWING No. A-02

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-36

AGREEMENT: A by-law to authorize the execution of the Third Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2025 with the option to extend.

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 Third Extension Agreement dated April 8, 2024 between the City and Superior Osteo Postural Clinic Inc., a copy of which is attached as Schedule “A” hereto. This Third Extension Agreement is to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2025 with the option to extend.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-36 Superior Osteo Postural Clinic Lease at John Rhodes.docx

Schedule “A”

THIRD EXTENSION AGREEMENT

THIS AGREEMENT made this 8TH day of April, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “City”)

OF THE FIRST PART

-and-

SUPERIOR OSTEO POSTURAL CLINIC INC.

(“Superior”)

OF THE SECOND PART

WHEREAS the City and Superior Sports Training Inc. entered into a Lease Agreement made the 6th day of May, 2019 for the use of space in the John Rhodes Community Centre located at 260-280 Elizabeth Street, Sault Ste. Marie, Ontario, under the terms and conditions of the said Lease Agreement appended as Schedule “A” to this Agreement;

AND WHEREAS the term of the Lease Agreement is for a period of 3 years commencing May 6, 2019 and terminating May 5, 2022, with the option to extend as set out in Section 6.9 of the Lease Agreement as follows:

> “Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the “Extended Term”).
>
> Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension.”

AND WHEREAS Superior Sports Training Inc. changed its name from Superior Sports Training Inc. to Superior Osteo Postural Clinic Inc. effective December 16, 2021;

AND WHEREAS pursuant to section 7.4 of the Lease Agreement, the Lease Agreement is binding upon any successors, assigns and other legal representatives as the case may be, and is therefore binding on Superior effective December 16, 2021;

AND WHEREAS Superior exercised its option to extend the Term for a period of one year in accordance with the Lease Agreement and therefore the City and Superior entered into an Amending and Extension Agreement dated the 11th day of April 2022 to address the extension of the Lease Agreement and successor rights to Superior;

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Second Extension Agreement dated the 1st day of May, 2023 which extended the term for a further period of one year, commencing May 6, 2023 and ending on May 5, 2024 (the “Second Extended

Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. EXTENSION TERM

The Lease Agreement shall be extended for a period of one year, commencing May 6, 2024 and ending on May 5, 2025 (the "Third Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement.

2. RENT

The parties hereto acknowledge and agree that the Rent payable pursuant to Section 3.2 of the original Lease Agreement shall be amended for the Third Extended Terms as follows:

> "Annual Rent for the Third Extended Term shall be calculated at a rate of $7.67 per square foot plus 3% CPI increase for the rent portion on the contract, plus HST, calculated as follows:
>
> > 887 square feet X $7.90 (Rent plus CPI at 3%) = $7,007.39 + $910.96 (HST) = $7,918.35 annually.
>
> Rent shall be payable in equal monthly installments in the amount of $583.95 plus HST on or before the first day of each month in the Third Extended Term."

3. MISCELLANEOUS

The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Third Extended Term commencing May 6, 2024 and ending on May 5, 2025.

IN WITNESS WHEREOF the parties hereto have signed this Third Extension Agreement Agreement this 8th day of April, 2024.

SUPERIOR OSTEO POSTURAL CLINIC INC.

PER:

_____
Name:
Authorized Representative for Superior Osteo Postural Clinic Inc.
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

_____
MAYOR – MATTHEW SHOEMAKER

PER:

_____
CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LEASE AGREEMENT

THIS AGREEMENT made in triplicate this 6th day of May, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART;

-and-

SUPERIOR SPORTS TRAINING INC.

(the "Tenant")

OF THE SECOND PART;

Re: John Rhodes Community Centre, 260-280 Elizabeth Street

OFFICE LEASE

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That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord will act in accordance with the applicable principles and standards of that person's profession....10
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THIS LEASE made in triplicate as of the 6th day of May, 2019

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART;

-and-

SUPERIOR SPORTS TRAINING INCORPORATED

(the "Tenant")

OF THE SECOND PART;

WHEREAS the Landlord is the owner of the land and premises at 260-280 Elizabeth Street in Sault Ste. Marie, Ontario, which is the John Rhodes Community Centre (the "John Rhodes Centre").

AND WHEREAS the Tenant desires to continue to utilize space in the John Rhodes Centre to fulfill its mandate and the Landlord is prepared to grant permission for same;

NOW THEREFORE IN CONSIDERATION of the rents and the terms and conditions contained herein the parties agree as follows:

1. LEASED PREMISES

In consideration of the rents reserved and the covenants and agreements herein, the Landlord leases to the Tenant the Premises at 260-280 Elizabeth Street in Sault Ste. Marie, Ontario and consisting of one multi-purpose room measuring 807 square feet and an additional space measuring 80 square feet (the "Premises") as marked and identified on Schedule "A". The Tenant acknowledges and agrees that the room numbers in Schedule "A" are not consequential to this Lease.

2. TERM OF LEASE

The Term of this Lease shall commence on May 6, 2019 and shall be for a period of three (3) years, terminating May 5, 2022 with the option to extend as contained herein.

The Parties hereto agree that the Landlord may, at its sole discretion, permit occupancy of the Premises by the Tenant prior to May 6, 2019. If the Landlord permits early occupancy of the Premises in accordance with this section the Tenant agrees to be subject to the terms and conditions contained herein as though the days of occupancy prior to May 6, 2019 formed part of the Term.

3. RENT

3.1 When Payable The Tenant agrees to pay to the Landlord Rent during the Term of this Lease the amounts as designated below, in equal monthly installments, by the 1st day of each and every month, commencing May 1, 2019.

3.2 Rent Annual Rent shall be calculated at a rate of $7.67 per square foot plus HST, as follows:

887 square feet x $7.67 = $6,803.29 + $884.43 = $7,687.72

Rent shall be payable in equal monthly installments in the amount of **$566.94** plus HST on or before the first day of each month in the term.

3.3 Security Deposit Due The Tenant has paid to the Landlord, in addition to Rent, a one-time security deposit in the amount of **$2,500.00** in the form of a certified cheque payable to The Corporation of the City of Sault Ste. Marie.

The Landlord represents and warrants that the full amount of the Deposit shall be returned to the Tenant upon expiration of the Lease provided that the Premises and the John Rhodes Centre were not damaged by the Tenant and the Premises and the John Rhodes Centre were left in condition satisfactory to the Landlord at its sole discretion.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

4.1 Permitted Use To use the Premises to fulfill the Tenant's mandate only; specifically, to use the Premises as athletic training space for Superior Sports Training Inc. and all other uses ancillary thereto.

4.2 Property Taxes To pay any property taxes that may arise as a result of the Tenant's occupancy and use of the Premises, which can be billed monthly to the Tenant by the Landlord.

4.3 Rules and Regulations To abide by the following rules and regulations:

1. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required to carry out the Permitted Use.
2. The Landlord, its employees, agents and servants shall uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.
3. The sidewalks, entries, passages, hallways, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than an ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the John Rhodes Centre used for the common benefit of all tenants and of the sidewalks, entries, corridors and passages not within the Premises.
4. The Tenant shall not permit any cooking in the Premises without the prior consent of the Landlord.

5. The Tenant shall only use the Premises during the operating hours of the John Rhodes Centre and at no other time.
6. Canvassing, soliciting and peddling in the John Rhodes Centre are prohibited.
7. No animals other than service animals shall be brought into the Building.

4.4 Repair To permit the Landlord to enter and view the state of repair at reasonable times and upon reasonable notice to the Tenant; to repair according to notice in writing and to leave the Premises in good repair subject to ordinary wear and tear.

4.5 Repairs Where Tenant at Fault If the Premises or any part of the John Rhodes Centre, internal or external, needs repairing or become damaged through negligence, carelessness or misuse by the Tenant, its servants, agents, employees or anyone permitted by it to be on the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand.

4.6 Notice of Defect To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the mechanical and electrical services, or any other system or part of the Premises which the Landlord is obligated to repair.

4.7 Assign or Sublet To not assign or sublet the Premises.

4.8 Not to Affect Insurance To not do or omit or permit to be done or omitted upon the Premises anything which causes the rate of insurance for the John Rhodes Centre to be increased and if the rate of insurance for the John Rhodes Centre is to be increased by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of such increase.

4.9 Tenant's Compliance with Laws To comply with all provisions of law including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises.

4.10 Services and Facilities

a) **Waste** - To not do or permit any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, without first obtaining the consent in writing of the Landlord.

b) **Keep Tidy** - To maintain the Premises in a reasonably tidy state at the Tenant's sole cost, liability and expense.

c) **Exterior Cosmetics** – To not undertake cosmetic changes to the exterior of the John Rhodes Centre.

d) **Glass** - To pay the cost of replacement with as good quality and size of any glass broken on the Premises during this Lease, unless the breakage is not the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

e) **Interior Cosmetics** – To not undertake any interior cosmetic work on the Premises including without limitation painting, affixing items to the wall, ceiling or floor, without prior consent of the Landlord.

4.11 Telephone, Cable and Internet Systems To cover the cost of all telephone, cable and internet usage, set-up, and installation fees.

4.12 Nuisance To not use or permit the use of the Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Premises. The Landlord acknowledges and agrees that the permitted use does not contravene this section.

4.13 Tenant's Indemnity To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the negligence associated with the conduct of work by or through any act or omission of the Tenant or any assignee, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon, on the Premises.

4.14 Insurance To carry Commercial General Liability insurance in an amount not less than $5,000,000 (five million).

Each policy shall name the Landlord as an additional insured and the Tenant shall provide Certificates of Insurance for same.

The cost or premium for each and every such policy will be paid by the Tenant. The Tenant will obtain from the insurers under such policies undertakings to notify the Landlord in writing at least 30 days prior to any cancellation thereof. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

4.15 Entry by Landlord To permit the Landlord or its servants or agents to enter the Premises at all reasonable and upon reasonable notice to the Tenant, except:

a) in the event of an emergency from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; or
b) as required by emergency personnel at their sole discretion, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

The Landlord, its servants or agents may at any time after written notice to Tenant enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance on the Building or any part thereof.

The Landlord, its employees, agents and servants shall, when entering the Premises for any reason, uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.

4.16 Showing Premises To permit the Landlord or its agents to show the Premises to prospective Tenants during normal business hours of the last six (6) months of the Term upon giving 24 hours' notice.

4.17 Alterations To not make or erect in the Premises any installations, alterations, additions or partitions without the express consent of the Landlord.

4.18 Warranty The Tenant represents and warrants that it will not cause or permit the storage of any hazardous materials upon the Premises.

5 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

5.1 Quiet Enjoyment That provided the Tenant pays the rent hereby reserved when due and performs the Tenant's responsibilities herein, it shall peaceably hold the Premises during the Term of this lease without interruption by the Landlord or any person rightfully claiming through or in trust for it.

5.2 Services and Facilities To provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:

a) **Structure and glass** – To keep in good repair and condition the foundations, outer walls, roof, spouts and gutters of the building, and the plumbing sewage and electrical systems therein except to the extent that they are located on the Premises or occupied by other lessees of the building, and to promptly replace plate glass and other glazing materials for the Building in case of breakage unless the breakage is the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

b) **Utility Systems** - To cover the cost of usage of utility systems including water and electricity.

c) **Heating and Air-Conditioning** - To provide heating equipment of the Premises to an extent sufficient to maintain a reasonable temperature therein at all times during normal business hours, except during the making of repairs; but should the Landlord make default in doing so, for reasons beyond the Landlord's control it is not liable for indirect or consequential damages or damages for personal discomfort or illness; unless such default is due to the negligence of Landlord.

To provide air-conditioning for the Premises during normal business hours, for which purpose the Landlord has installed in the building a system for ventilating and air-conditioning in summer and ventilating and heating in winter, which is designed for normal occupancy of the Premises.

The Landlord reserves the right, should heating or air-conditioning equipment develop faults or in the opinion of the Landlord require repairs, alterations or improvements to terminate the supply of heating or air-conditioning to the Premises until any necessary repairs, alterations or improvements have been completed. The Landlord undertakes no responsibility or liability for failure to supply the heating or air-conditioning service when stopped or when prevented from doing

so by strikes or by any cause beyond the Landlord's reasonable control, or by orders or regulations of any authority or failure of electric current, steam, or water or other suitable power supply or inability upon the exercise of reasonable diligence to obtain such electric current, steam, or water or other suitable power supply for the operation of the equipment.

d) **Elevator** – To furnish, except when repairs are being made, passenger elevator service to the Premises; and to permit the Tenant, its employees, and all persons having business with the Tenant to have the free and exclusive use of the elevators service, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.

e) **Washrooms** – To provide fully equipped washroom facilities in accordance with the requirements established by the *Occupational Health and Safety Act*, RSO 1990 c 0.1 as amended, and the regulations made thereunder, or any successor Act, a barrier-free washroom in accordance with the requirements established by the Ontario Building Code, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities.

f) **Exterior, Common Areas** - To maintain the exterior of the Building, the parking areas and walkways in good repair.

g) **Life Safety** – To provide a copy of an emergency evacuation program to the Tenant.

5.3 Access

To permit the Tenant and all persons lawfully requiring communication or dealings with it to have the use during the Tenant's normal business hours in common with others of the main entrance and the stairways, corridors and elevators leading to the Premises.

5.4 Telephone, Cable and Internet Systems

To permit the Tenant to effect the installation of telephone, cable and internet systems in the Premises at the sole expense of the Tenant.

5.5 Landlord Improvements

To not, at any time during the Term, commence construction or alterations to the John Rhodes Centre which will have the effect of altering any part of the structure, interfering with the operations of the Tenant, interfering with entry or exit from the Premises, or causing noise or other nuisances which might interfere with the Tenant's operations.

In the event that the Landlord intends to commence any construction or alternations to the John Rhodes Centre during the Term, such construction shall be subject to the following terms and conditions:

a) The Landlord shall deliver reasonable notice to the Tenant, including complete and detailed plans and specifications of the planned construction prior to the commencement of construction;

5.6 Landlord's Compliance with Laws To comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes or any relevant Authority which relate to the Premises or to the use or occupation of the Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements to the Premises.

5.7 Insurance The Landlord shall maintain insurance in respect of the John Rhodes Centre against loss, damage or destruction caused by fire and extended perils for the full replacement cost basis of the building.

5.8 Consent and Approval That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord will act in accordance with the applicable principles and standards of that person's profession.

6 PROVISOS

Provided always and it is agreed:

6.1 Alterations and additions

a) All installations, alterations, additions, partitions and fixtures, whether placed there by the Tenant or the Landlord are, immediately upon placement, the Landlord's property without compensation therefore to the Tenant and, except as hereinafter mentioned in this proviso, shall not be removed from the Premises by the Tenant at any time either during or after the Term.

b) The Landlord is under no obligation to repair or maintain the Tenant's installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.

c) The Tenant may remove any fixtures they install, but must repair any holes or other damage in the walls, ceiling or floor to original condition at the Tenant's sole expense. The Tenant shall have the continuous right during the Term or any extension thereof to move in or out of the Premises any of its furniture, personal effects, chattels and any business equipment.

6.2 Damage to John Rhodes Centre If, at any time during the Term, the John Rhodes Centre shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:

a) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the date of occurrence of such damage (the "Date of Damage"), the Premises are rendered partially unfit for occupancy or impossible or unsafe for use of occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Premises which is rendered unfit, and Rent will not be payable again

until such time as the Premises have been fully restored by the Landlord to their condition as of May 6, 2019.

b) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage cannot be repaired with reasonable diligence within 120 days of the Date of Damage, then either the Landlord or the Tenant may terminate this Lease within twenty (20) days following the date of the architect's opinion by written notice to the other party, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

c) In the event that this Lease is terminated in accordance with the previous section, then the Landlord shall repair the Premises with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the date that the either the Premises are responded to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.

d) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage can be repaired with reasonable diligence within 120 days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Premises are restored to their condition as of May 6, 2019 or reasonable and convenient access is restored hereto.

e) The decision of the Tenant's architect as to the time within with damage cannot be repaired, the extent of the damage, or the state of rentability of the Premises, shall be final and binding upon the Parties.

f) If the Landlord does not commence to repair or restore the Premises within fifteen (15) days of the date of the Tenant's architect's opinion, the Tenant may terminate this Lease upon fifteen (15) days' prior notice to the Landlord, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

If, at any time during the Term, the Tenant damages the John Rhodes Centre, the Landlord shall undertake to make the necessary repairs which shall be paid for by the Tenant.

6.3 Damage to Tenant's Property

The Landlord is not liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while the property is on the Premises or in the John Rhodes Centre whether the property has been entrusted to employees of the Landlord or not.

6.4 Impossibility of Performance Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder, the Landlord is entitled to extend the time for fulfillment and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

6.5 Default of Tenant If the Rent or any part thereof is not paid within ten (10) days of the due date, or if the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements contained in this Lease and such arrears or default continue for a period of ten (10) days, then the Landlord may give the Tenant notice requiring the Tenant to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Tenant fails to pay the arrears or commence to remedy the default within such period, the Landlord may, in addition to any other remedies the Landlord may have either in this Lease or at law, re-enter the Premises and the Term here by granted shall be terminated.

6.6 Default of Landlord If the Landlord defaults in the observance or performance of any of its covenants or agreements contained in this Lease, the Tenant will give the Landlord a reasonable opportunity to remedy the default.

6.7 Non-waiver No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

6.8 Termination of Agreement The Tenant or Landlord may terminate this Lease upon providing at least two (2) months' written notice to the other Party.

6.9 Option to Extend Lease Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the "Extended Term").

Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension.

6.10 Notice Any notice required by any provision of this lease shall be given in writing by registered mail or facsimile addressed to:

In the case of notice to the Landlord:

The Corporation of the City Of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Fax: 705-759-6605
Attention: Tom Vair, Deputy CAO - Community Development
and Enterprise Services

In the case of the Tenant:

Superior Sports Training Inc.
A-150 McFadden Avenue
Sault Ste. Marie, Ontario P6C 4T2
Fax: 705-759-4816
Tel: 705-257-7690
Attention: John Parco

6.11 Lease Entire Relationship The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease except as expressly set out in this lease and that this lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

6.12 Right of Re-entry On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this lease, upon due process of the law, the Landlord may enter the Premises either by force or otherwise, without being liable therefore.

6.13 Dispute Resolution If a dispute arises out of, or in connection to, this Lease Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

7 INTERPRETATION

7.1 Definitions In this lease:

(a) "normal business hours" means the hours of operation of the John Rhodes Centre as may be determined by the Landlord.

(b) "Environmental Containment" includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handler friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any Authority.

7.2 Severance In the event that any provision of this Lease is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or it necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Lease shall remain valid and continue to bind the parties.

If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Lease or to provide an equitable adjustment in the event so much provision can be added.

7.3 Headings and Captions The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

7.4 Effect of Lease This Lease and everything herein contained shall operate to the benefit of any and by binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

7.5 Governing Law This Lease shall be governed by and construed in accordance with the laws of Ontario.

7.6 Time of the Essence Time shall be of the essence hereof.

7.7 Freedom of Information The Tenant acknowledges, agrees and consents to the release by the Landlord of this Lease and any information contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

Authorized Signing Officer

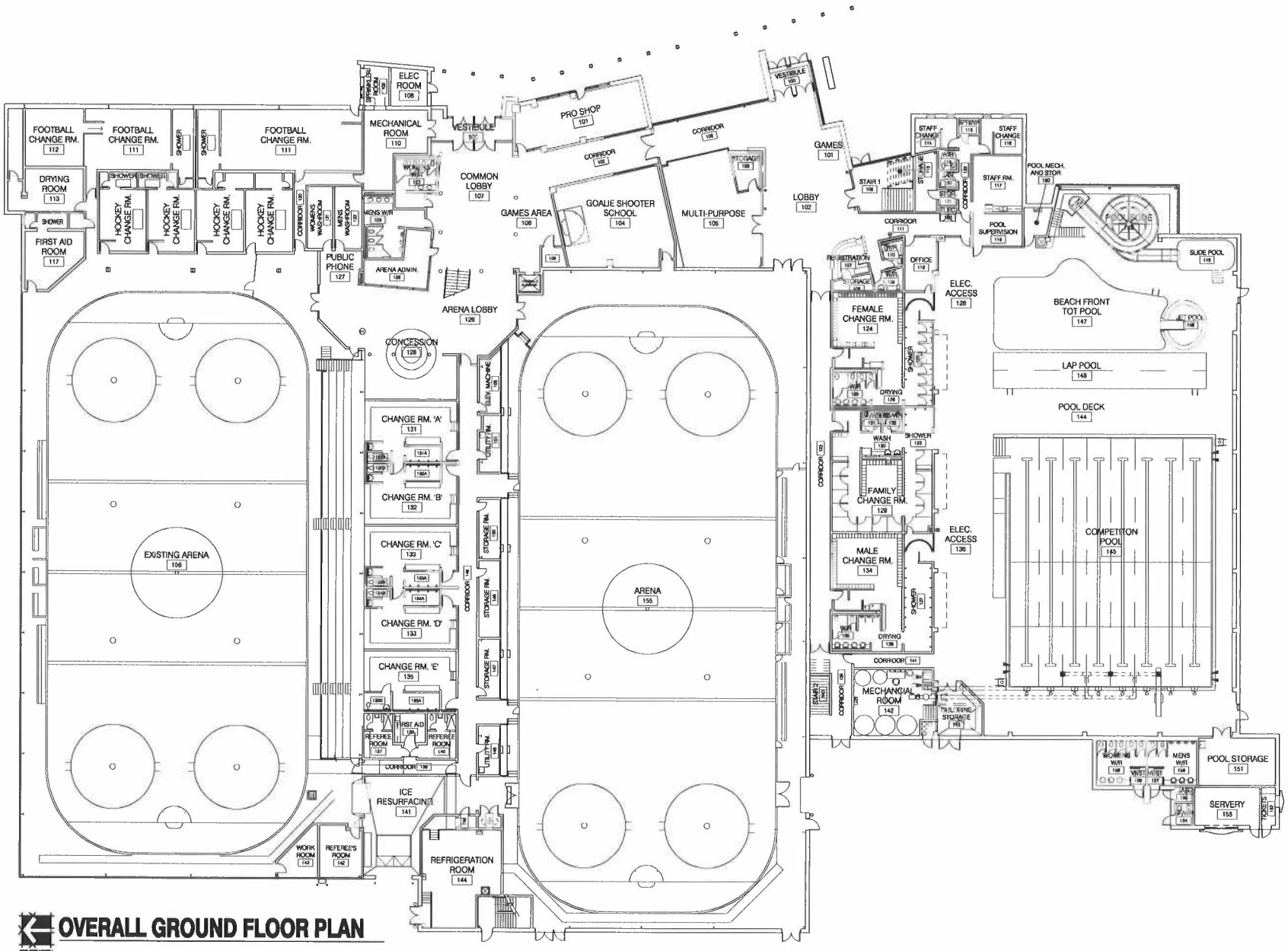
SUPERIOR SPORTS TRAINING INCORPORATED

Per: _____
Name: John Parco
Title: Owner

I have the authority to bind the corporation.

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2019-102.

SCHEDULE "A"

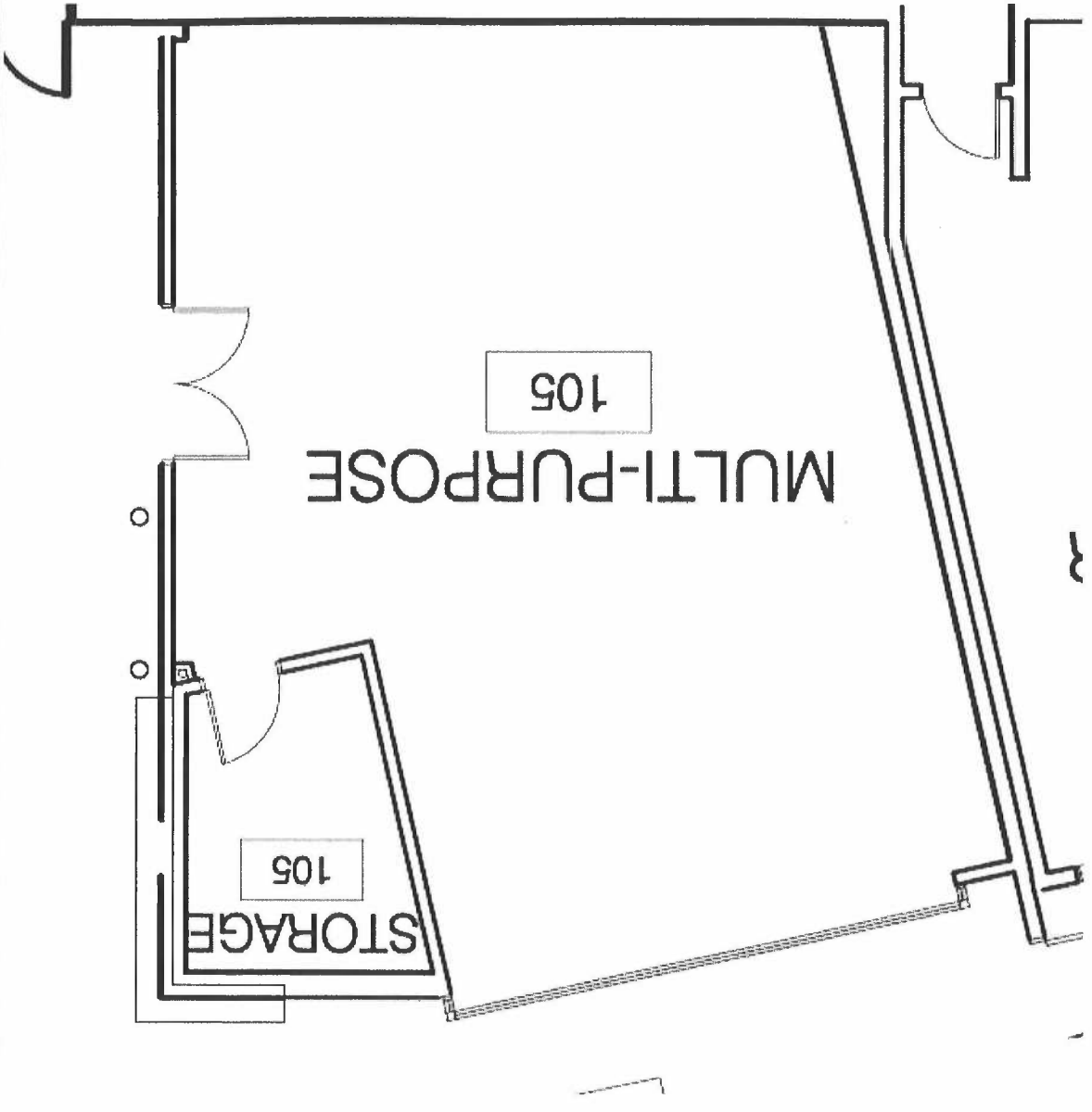


ellis · pastore · oswin consultants inc.
726 queen street sault ste. marie ont. p6a 2e9
info@epoinc.ca tel:705 9495291 fax:9495292

OVERALL GROUND FLOOR PLAN

PROJECT NORTH

SCHEDULE "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-37

PROPERTY: A by-law to declare the City owned property legally described as PIN 31523-0371 (LT) LT 21 RCP H689 ST. MARY'S; SAULT STE. MARIE, being City property abutting civic 17 Ferguson Avenue, as surplus to the City's needs and to authorize the disposition of the said property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

   The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-37 Surplus Property Abutting 17 Ferguson Avenue.docx

Schedule "A"



Map Title

Map Purpose/Description

N

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

25 m

BY-LAW NUMBER 2024-38 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE

A BY-LAW TO AUTHORIZE THE EXECUTION OF THE AMENDING AGREEMENT NO. 1 TO THE TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM BETWEEN HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE

WHEREAS it is deemed expedient to authorize the execution of an Amending Agreement No. 1 to the Transfer Payment Agreement with His Majesty the King in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and City Clerk are hereby authorized to execute on behalf of The Corporation of the City of Sault Ste. Marie the Amending Agreement No. 1 to the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (“Agreement”) between His Majesty the King in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of Sault Ste. Marie in a form satisfactory to Legal Services.
2. THAT, the Mayor and City Clerk and, as applicable, the delegate specified in Schedule “B” of the Agreement are hereby authorized to execute on behalf of

The Corporation of the City of Sault Ste. Marie any amendment to the Agreement or ancillary document necessary to fulfil the ICIP requirements in a form satisfactory to Legal Services.

3. THAT the Director, Community Services and the Manager, Transit and Parking have the delegation of authority to execute any and all required documentation, on behalf of The Corporation of the City of Sault Ste. Marie, as required under the Investing in Canada Infrastructure Program.

4. THAT The Corporation of the City of Sault Ste. Marie commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.

5. THAT The Corporation of the City of Sault Ste. Marie commits to spending Investing in Canada Infrastructure Program funding only on implementing the approved projects identified in the Agreement.

BY-LAW read a first, second and third time and finally passed this 8th day of April, 2024.

_____

MAYOR MATTHEW SHOEMAKER

_____

RACHEL TYCZINSKI - CITY CLERK

AMENDING AGREEMENT NO. 1
TO THE TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

This Amending Agreement No. 1 to the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the "Amending Agreement No. 1") is effective as of the last date of signature by the Parties below (the "Effective Date").

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

as

represented by the Minister of Transportation for the Province of Ontario

(the **"Province"**)

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the **"Recipient"**)

BACKGROUND

The Province and the Recipient entered into the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream effective as of June 13, 2021, as amended from time to time (the "Agreement").

The Agreement was entered into pursuant to the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program, effective as of March 26, 2018 (the "Bilateral Agreement"). There have been amendments to the Bilateral Agreement and developments in the Projects defined in the Agreement, both of which require changes to the Agreement.

Pursuant to section 4.1 (Amending the Agreement) of the Agreement, the Agreement may be amended by written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 General Terms

1.1 Any capitalized terms used in this Amending Agreement No. 1 shall have the meanings ascribed to them in the Agreement.

1.2 Except for the amendments provided for in this Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.

1.3 This Amending Agreement No. 1 may:

(a) 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.

(b) be executed and delivered

(i) by scanning the manually signed Agreement as a PDF and delivering it by email to the other Parties; or

(ii) electronically to the other Parties, subject to the Province's prior written consent.

The Parties' respective electronic signature is the legal equivalent of a manual signature.

2.0 Amendments to the Agreement

2.1 Section 1.1 (Schedules and Sub-schedules to the Agreement) is hereby deleted and replaced in its entirety with the following:

1.1 **Schedules and Sub-schedules to the Agreement.** The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Specific Information
Schedule "C" - Project Description, Budget, Timelines, and Standards
Sub-schedule "C.1" - Project Description, Budget, and Timelines
Schedule "D" - Reports
Sub-schedule "D.1" - Project Tier Classification and Other Information
Schedule "E" - Eligible Expenditures and Ineligible Expenditures
Schedule "F" - Evaluation
Schedule "G" - Communications Protocol
Schedule "H" - Disposal of Assets
Schedule "I" - Aboriginal Consultation Protocol
Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule “J.1” - Form of Certificate from Recipient
Sub-schedule “J.2” - Form of Declaration of Project Substantial Completion
Sub-schedule “J.3” - Form of Certificate from an Independent Engineer for Project Substantial Completion
Sub-schedule “J.4” - Form of Certificate from an Independent Engineer to Certify Progress
Sub-schedule “J.5” - Form of Certificate from an Independent Certifier for Project Substantial Completion
Sub-schedule “J.6” - Form of Certificate from an Independent Certifier to Certify Progress
Schedule “K” - Committee

2.2 Section A.1.2 (Definitions) is hereby amended by deleting the following definition:

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

2.3 Section A.1.2 (Definitions) is hereby amended by adding the following definitions:

“Certificate from an Independent Certifier for Project Substantial Completion” means a Certificate from an Independent Certifier in the form set out in Sub-schedule “J.5” (Form of Certificate from an Independent Certifier for Project Substantial Completion).

“Certificate from an Independent Certifier to Certify Progress” means a Certificate from an Independent Certifier in the form set out in Sub-schedule “J.6” (Form of Certificate from an Independent Certifier to Certify Progress).

“Certificate from an Independent Engineer for Project Substantial Completion” means a Certificate from an Independent Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from an Independent Engineer for Project Substantial Completion).

“Independent Certifier” means an appropriately licensed individual in the Province of Ontario, with expertise in inspecting buses, retained and paid by the Recipient in accordance with the terms and conditions of an agreement between the Recipient and the Independent Certifier for the purpose of providing an independent professional certification that the Project has been built as per industry standards.

“Independent Engineer” means a professional engineer, duly licensed in the Province of Ontario, with expertise in inspecting transportation projects of similar size and scope, retained and paid by the Recipient in accordance with the terms and conditions of an agreement between the Recipient and the Independent Engineer for the purpose of providing an independent professional certification that the Project has been constructed as per industry standards.

2.4 Section A.3.2 (Substantial Completion) is hereby amended by deleting “October 31, 2027” and replacing it with “October 31, 2033”.

2.5 Section A.4.6 (Maximum Funds and Recovery of Excesses) is hereby deleted and replaced in its entirety with the following:

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada’s total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column G (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column I (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

(c) if the Province’s total contribution from all provincial sources in respect of any Project exceeds the amount set out in column J (Provincial Contribution Towards the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

(d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column F (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

2.6 Sub-section A.4.9(d) is hereby deleted and replaced in its entirety with the following:

(d) the engineering and construction work being undertaken in accordance with industry standards.

2.7 Sub-section A.32.1(c) is hereby deleted and replaced in its entirety with the following:

(c) on or before February 1 in each of the years 2022, 2024 and 2025, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

2.8 Schedule “B” (Specific Information) is hereby deleted and replaced in its entirety with the new Schedule “B” (Specific Information) found at Appendix A to this Amending Agreement No. 1.

2.9 Sub-schedule “C.1” (Project Description, Budget, and Timelines) is hereby deleted and replaced in its entirety with the new Sub-schedule “C.1” (Project Description, Budget, and Timelines) found at Appendix B to this Amending Agreement No. 1.

2.10 Schedule “D” (Reports) is hereby deleted and replaced in its entirety with the new Schedule “D” (Reports) found at Appendix C to this Amending Agreement No. 1.

2.11 Sub-schedule “D.1” (Project Tier Classification and Other Information) is hereby deleted and replaced in its entirety with the new Sub-schedule “D.1” (Project Tier Classification and Other Information) found at Appendix D to this Amending Agreement No. 1.

2.12 Schedule “E” (Eligible Expenditures and Ineligible Expenditures) is hereby deleted and replaced in its entirety with the new Schedule “E” (Eligible Expenditures and Ineligible Expenditures) found at Appendix E to this Amending Agreement No. 1.

2.13 Section F.1.1 is hereby deleted and replaced in its entirety with the following:

F.1.1 **Recipient’s Participation in Projects and ICIP Evaluations**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2034. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

2.14 Section G.8.4 is hereby deleted and replaced in its entirety with the following:

G.8.4 **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, unless otherwise agreed to by the Province.

2.15 Sub-section J.3.1(c)(ii) is hereby deleted and replaced in its entirety with the following:

(ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress or a Certificate from an Independent Certifier to Certify Progress;

2.16 Section J.3.2 (Other Reports and Documents) is hereby added to Schedule “J”, as set out below:

J.3.2 **Other Reports and Documents.** The Recipient will submit the reports and documents provided in Schedule “J” (Requests for Payment and Payment Procedures) or any other reports and documents regarding payment and payment procedures, provided by the Province in the sole discretion of the Province to the Recipient, in accordance with this Agreement.

2.17 In Section J.5.0, all references to “November 1, 2027” are hereby deleted and replaced with “November 1, 2033”.

2.18 Sub-schedule “J.1” (Form of Certificate from Recipient) is hereby deleted and replaced in its entirety with the new Sub-schedule “J.1” (Form of Certificate from Recipient) found at Appendix F to this Amending Agreement No. 1.

2.19 Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion) is hereby deleted and replaced in its entirety with the new Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion), found at Appendix G to this Amending Agreement No. 1.

2.20 Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion) is hereby deleted and replaced in its entirety with the new Sub-schedule “J.3” (Form of Certificate from an Independent Engineer for Project Substantial Completion), found at Appendix H to this Amending Agreement No. 1.

2.21 Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress) is hereby deleted and replaced in its entirety with the new Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress), found at Appendix I to this Amending Agreement No. 1.

2.22 Sub-schedule “J.5” (Form of Certificate from an Independent Certifier for Project Substantial Completion) is hereby added to Schedule “J” (Requests for Payment and Payment Procedures), found at Appendix J to this Amending Agreement No. 1.

2.23 Sub-schedule “J.6” (Form of Certificate from an Independent Certifier to Certify Progress) is hereby added to Schedule “J” (Requests for Payment and Payment Procedures), found at Appendix K to this Amending Agreement No. 1.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

_____ _____

Date

Name: Prabmeet Singh Sarkaria
Title: Minister

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ _____

Date

Name: Matthew Shoemaker
Title: Mayor

I have authority to bind the Recipient.

_____ _____

Date

Name: Rachel Tyczinski
Title: City Clerk

I have authority to bind the Recipient.

APPENDIX A
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SCHEDULE "B"
SPECIFIC INFORMATION

Maximum Funds*	$31,622,940.37
Expiry Date	March 31, 2035
Contact information for the purposes of Notice to the Province	**Address:** Strategic Investments Office Transit Strategy and Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 **Phone:** (416) 721-4594 **Email:** ICIPTransit@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** Manager Transit and Parking **Address:** 111 Huron Street Sault Ste. Marie ON P6A 5P9 **Phone:** 705-759-5434 **Email:** n.maione@cityssm.on.ca
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	**Position:** Director, Transit Strategy and Programs Branch; or Director, Transit Capital and Operations Branch
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and	**Position:** Chief Administrative Officer

Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	
Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	**Position:** Chief Financial Officer/City Treasurer **Address:** 99 Foster Drive Sault Ste. Marie ON P6A 5X6 **Phone:** 705-759-5355 **Email:** s.schell@cityssm.on.ca

*__Note__: For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column H (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column K (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

APPENDIX B
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID	Project Title	Project Description	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Costs of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
ICIP-SSM-01	Purchase of Rolling Stock Assets - Buses	This project consists of the purchase of 20 new buses for our community over the life of the project, that will replace 20 aging buses, and drastically reduce the average age of our fleet. The goal will be to purchase a total of nine (9) 40' buses, five (5) 35' buses, three (3) Para buses and three (3) Community buses throughout the life of this project.	01/31/2020	$9,175,000.00	$9,175,000.00	$3,670,000.00	40.00%	$0.00	$3,058,027.50	33.33%	$2,446,972.50	$0.00
ICIP-SSM-02	Bus Technology Improvements - Farebox and AVL	The project involves the replacement and upgrading of outdated fareboxes and automatic vehicle location (AVL)/call out equipment, including next stop capabilities and vehicle Wi-Fi, on all 39 vehicles of the Sault Ste Marie transit fleet.	01/23/2020	$1,500,000.00	$1,500,000.00	$750,000.00	50.00%	$0.00	$499,950.00	33.33%	$250,050.00	$0.00
ICIP-SSM-03	Replacement of Transit Supervisor Vehicles	This project consists of the replacement of two (2) transit vehicles that are utilized by supervisors and mechanics to attend to transit issues that occur during hours of operation. The current aging vehicles are no longer reliable, and staff are unable to respond to service calls, breakdowns, passenger issues or emergency calls in a timely manner. The project will result in better service to passengers by providing timely response to breakdowns and emergencies, ensuring the service adhere to schedule, as well as lower maintenance costs and enhance safety for staff and passengers.	01/23/2020	$100,000.00	$100,000.00	$40,000.00	40.00%	$0.00	$33,330.00	33.33%	$26,670.00	$0.00
ICIP-SSM-04	Replacement of Bus Shelters	The project involves the replacement of aging bus shelters throughout the City of Sault Ste Marie. The project will involve a needs assessment to determine which shelters are in the most urgent need of replacement, followed by the purchase	03/13/2020	$250,000.00	$250,000.00	$100,000.00	40.00%	$0.00	$83,325.00	33.33%	$66,675.00	$0.00

Project ID	Project Title	Project Description	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Costs of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
		and installation of approximately 25 fully accessible bus shelters.										
ICIP-SSM-05	Construction of a Northern Transfer Point (Stop)	The project involves the construction of a new main bus transfer point in northern Sault Ste Marie. The new station will include heated waiting areas and allow for connections to routes that were previously unavailable.	03/13/2020	$500,000.00	$500,000.00	$200,000.00	40.00%	$0.00	$166,650.00	33.33%	$133,350.00	$0.00
ICIP-SSM-07	Planning/Design for the Relocation of the Downtown Terminal	This revised project consists of planning, professional fees and costs associated with the Environmental Assessment (EA) for the relocation of the Dennis Street transit bus terminal to the main transit building at 111 Huron Street. The new location will accommodate the function of a transit terminal, the start and end point of all bus routes.	03/25/2020	$250,049.10	$250,049.10	$100,019.64	40.00%	$0.00	$83,341.37	33.33%	$66,688.09	$0.00
ICIP-SSM-08	Electrification of Transit System	The project will include a professional analysis of the current infrastructure (engineering design), the purchase of two (2) 40-foot battery electric transit buses, and the purchase and installation of one (1) corresponding charging station in Sault Ste. Marie, Ontario.	06/13/2023	$2,588,755.22	$2,568,199.70	$1,027,279.88	40.00%	$0.00	$855,980.96	33.33%	$705,494.38	$0.00
ICIP-SSM-09	Transit Facility and Equipment Upgrades	The project consists of improvements to a main transit hub in Sault Ste. Marie, Ontario. The scope of the project includes structural, mechanical and electrical upgrades to the facility, as well as the replacement of an existing bus wash system, the purchase of one (1) new transit supervisor vehicle, snow removal/sanding machine, security fence, coin sorting machine, bus hoists, and above ground fuel tanks.	03/27/2023	$2,702,000.00	$2,702,000.00	$1,080,800.00	40.00%	$0.00	$900,576.60	33.33%	$720,623.40	$0.00
ICIP-SSM-10	Purchase of Rolling Stock Assets	This project consists of adding eight (8) AODA compliant gasoline passenger vans to the fleet in Sault Ste. Marie, Ontario to improve the on-demand service. The project also includes the purchase of two (2) 27-foot gasoline specialized transit vehicles and two (2) 35-foot diesel buses to replace aging fleet.	03/27/2023	$2,489,900.05	$2,489,900.05	$995,960.02	40.00%	$0.00	$829,883.69	33.33%	$664,056.34	$0.00
ICIP-SSM-11	Relocation of the Downtown Transit Terminal	The project consists of relocating the downtown transit terminal in Sault Ste. Marie, Ontario, from Dennis Street to 111 Huron Street. The Dennis Street terminal has reached the end	03/27/2023	$5,627,328.00	$5,627,328.00	$2,250,931.20	40.00%	$0.00	$1,875,588.42	33.33%	$1,500,808.38	$0.00

Project ID	Project Title	Project Description	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Costs of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
	Construction and Renovation	of its useful life. The existing Transit Services facility located at 111 Huron Street will be expanded to create a much larger, central facility that will service eight major bus routes, as well as house operational, administration and maintenance services. A total of 3,633 sq. ft will be renovated with the addition of 1,623 sq. ft new build, including transit platforms.										
ICIP-SSM-12	Purchase of Rolling Stock Assets - Electric	The project consists of purchasing electric public transit vehicles and the associated training and tools for maintenance, in Sault Ste. Marie, Ontario. The project scope includes purchasing four (4) 40-foot buses, one (1) 35-foot bus; and three (3) para-buses. These purchases will replace current gas or diesel buses. In addition, one (1) passenger van will be purchased for Sault Ste. Marie On Demand. All purchases will be electric vehicles.	11/20/2023	$9,590,880.00	$9,590,880.00	$3,836,352.00	40.00%	$0.00	$3,196,640.30	33.33%	$2,557,887.70	$0.00
ICIP-SSM-13	Transit Facility and Equipment Upgrades	The project will upgrade the main transit facility in Sault Ste. Marie, Ontario. The scope of this project includes purchasing electrical and solar panels, four (4) charging stations, one (1) transit electric supervisor vehicle, as well as upgrades to the exterior roadway and parking lot.	11/02/2023	$7,657,440.00	$7,657,440.00	$3,062,976.00	40.00%	$0.00	$2,552,224.75	33.33%	$2,042,239.25	$0.00
ICIP-SSM-14	Purchase and Installation of Transit Bus Shelters	The project consists of purchasing and installing five (5) new accessible bus shelters with pads, in the City of Sault Ste. Marie, Ontario.	11/02/2023	$101,760.01	$101,760.01	$40,704.00	40.00%	$0.00	$33,916.61	33.33%	$27,139.40	$0.00
ICIP-SSM-15	Purchase of Transit Ticket Vending Machines	This project consists of the purchase and installation of four (4) transit ticket vending machines (TVM) in Sault Ste. Marie, Ontario.	07/07/2023	$407,040.00	$407,040.00	$162,816.00	40.00%	$0.00	$135,666.43	33.33%	$108,557.57	$0.00

APPENDIX C
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SCHEDULE "D"
REPORTS

PROGRESS REPORTS

D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

(a) Canada's and the Province's respective forecasted contributions to the Project by Funding Year;

(b) the Project start date and the Project end date (forecasted and actual where applicable);

(c) the percentage of the Project that has been completed;

(d) risks and mitigation strategies;

(e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and

(f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

Unless the Province directs or consents otherwise by Notice to the Recipient and at its sole discretion, the reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), for the Project.

D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 1 Project, as identified in column C

(Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:

(i) March 15th; and

(ii) September 15th;

(b) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report; and

(iii) a photograph of the Project; and

(c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 **Tier 2 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:

(i) March 15th;

(ii) June 15th;

(iii) September 15th; and

(iv) December 15th;

(b) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent

Certifier for Project Substantial Completion;

(iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and

(v) a photograph of the Project; and

(c) within 90 days of submitting the final Progress Report:

(i) a summary of any Communications Activities made for the Project; and

(ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 **Tier 3 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

(a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment) a Progress Report in each calendar year on or before:

(i) March 15th;

(ii) June 15th;

(iii) September 15th; and

(iv) December 15th;

(b) on or before September 15th of each calendar year until the project has reached Substantial Completion, a Certificate from an Independent Engineer to Certify Progress, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier to Certify Progress;

(c) a communications plan within 180 days of the Effective Date;

(d) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier for Project Substantial Completion; and

(iv) a photograph of the Project;

(e) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and

(f) within 90 days of submitting the final Progress Report:

(i) a summary of any Communications Activities made for the Project;

(ii) a summary of how the Project aligns with provincial and federal objectives; and

(iii) a summary of lessons learned.

D.2.4 **Tier 4 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):

(i) a Progress Report in each calendar year on or before the 15th day of each month;

(ii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;

(b) on or before March 15th and September 15th of each calendar year until the project has reached Substantial Completion, a Certificate from an Independent Engineer to Certify Progress, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier to Certify Progress; and

(c) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier for Project Substantial Completion; and,

(iv) a photograph of the Project;

(d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and

(e) within 90 days of submitting the final Progress Report:

(i) a summary of any required Communications Activities made for the Project;

(ii) a summary of how the Project aligns with provincial and federal objectives; and

(iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will provide an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required.

D.4.0 RISK ASSESSMENT

D.4.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 **Climate Change Resilience Assessment.** If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

(a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html, or at any other location the Province may provide; and

(b) any additional direction the Province may provide.

D.5.2 **Greenhouse Gas Emissions Assessment.** If a greenhouse gas emissions assessment is identified as "Required" in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

(a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html, or at any other location the Province may provide; and

(b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 **Community Employment Benefits Assessments.** If community employment benefits assessments are identified as "Required" in column E (Community Employment Benefits Assessments) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 **Description of the Community Employment Benefits Assessments.** If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

(a) apprentices;

(b) Indigenous peoples;

(c) women;

(d) persons with disabilities;

(e) veterans;

(f) youth;

(g) new Canadians;

(h) small-medium-sized enterprises; and

(i) social enterprises.

D.6.3 **Reporting on Community Employment Benefits Assessments.** The Recipient will submit its community employment benefit assessments to the Province, together with its final Progress Reports, upon reaching Substantial Completion.

D.7.0 CHANGES TO SCHEDULE "D" (REPORTS)

D.7.1 **Minor Changes to the Reporting**. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule "D" (Reports) or Sub-schedule "D.1" (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 **Compliance Audit(s).** Without limiting the generality of Section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more audits to assess the Recipient's compliance with the terms and conditions of the Agreement as set out below. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as

adopted by the Chartered Professional Accountants of Canada, applicable as of the date on which a record is kept or required to be kept under such standards. Each audit will assess and will address, without limitation, the following:

(a) claims submitted by the Recipient are only in respect of Eligible Expenditures and the sum of those claims does not exceed the total eligible costs incurred and paid by the Recipient for the Project;

(b) information the Recipient has provided to the Province is complete and accurate and in accordance with the Agreement;

(c) the Recipient has maintained the level and type of insurance as set-out in the Agreement;

(d) all Contracts the Recipient has entered comply with the requirements of the Agreement;

(e) the Recipient has fulfilled its obligations under Article A.28.0 (Environmental Requirements and Assessments), and Article A.29.0 (Aboriginal Consultation);

(f) the Recipient has disclosed any rebates or funding received for the Project as required under Section A.4.7 and Section A.4.8 of the Agreement;

(g) the Recipient has fulfilled its requirements to notify the Province of any increase in project costs in accordance with Section A.4.10; and

(h) prompt and timely corrective action is taken on prior audit findings, if applicable.

APPENDIX D
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "D.1"
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION

Project ID	Project Title	Project Tier for Reporting Purposes	Greenhouse Gas Emissions Assessment	Community Employment Benefits Assessments	Climate Change Resilience Assessment	Eligibility of Own-Force Labour Costs	Competitive Acquisition Exemption
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ICIP-SSM-01	Purchase of Rolling Stock Assets - Buses	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-02	Bus Technology Improvements - Farebox and AVL	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-03	Replacement of Transit Supervisor Vehicles	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-04	Replacement of Bus Shelters	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-05	Construction of a Northern Transfer Point (Stop)	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-07	Planning/Design for the Relocation of the Downtown Terminal	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-08	Electrification of Transit System	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-09	Transit Facility and Equipment Upgrades	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-10	Purchase of Rolling Stock Assets	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-11	Relocation of the Downtown Transit Terminal Construction and Renovation	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-12	Purchase of Rolling Stock Assets - Electric	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-13	Transit Facility and Equipment Upgrades	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-14	Purchase and Installation of Transit Bus Shelters	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-15	Purchase of Transit Ticket Vending Machines	**Tier 1**	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Note: Please see Schedule "D" (Reports) for further details on reporting.

APPENDIX E
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

(a) incurred on or after the Federal Approval Date and paid on or before October 31, 2033:

(i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and

(ii) the costs related to monitoring project-level community employment benefits.

(b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2033;

(c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2033;

(d) if the Project is identified as "Approved" in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2033;

(e) if the Project is identified as "Approved" in column H (Competitive Acquisition Exemption) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have

been incurred on or after the date set out in the consent and paid on or before October 31, 2033; and

(f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 **Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

(a) costs incurred prior to the Federal Approval Date of a Project and any and all expenditures related to contracts signed prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);

(b) costs incurred or paid, or both after October 31, 2033, unless otherwise approved pursuant to paragraph E.1.1(f);

(c) costs incurred for a cancelled Project;

(d) land acquisition costs;

(e) leasing costs for land, buildings, and other facilities;

(f) leasing costs for equipment other than equipment directly related to the construction of a Project;

(g) real estate fees and related costs;

(h) 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, except in accordance with paragraph E.1.1(d);

(i) financing charges;

(j) legal fees;

(k) loan interest payments;

(l) costs of any goods and services received through donations or in-kind;

(m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;

(n) costs associated with operating expenses and regularly scheduled maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

(o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;

(p) costs related to easements (e.g., surveys); and

(q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 **Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

(a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;

(b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;

(c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;

(d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;

(e) carrying costs incurred on the funding share of any funding partner other than the Province;

(f) costs associated with municipal staff and any Third Party travel;

(g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and

(h) Recipient's upgrades not expressly approved by the Province.

E.2.3 **Costs Over and Above a Project Scope.** Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

(a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

(b) the costs for upgrades to materials and design beyond existing municipal standards; and

(c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

APPENDIX F
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.1"
FORM OF CERTIFICATE FROM RECIPIENT

CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert address of the Recipient's authorized representative]**
Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:

   (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

   (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0

(Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

(c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and

(d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.

2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.

3. Eligible Expenditures in Appendix "A" have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule "C.1" (Project Description, Budget, and Timelines) of the Agreement.

4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

$ _____ on account of the Province's; and

$ _____ on account of Canada's contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

_____ _____

Name: **[insert/print the name of the Recipient's authorized representative]**
Title: **[insert/print the title of the Recipient's authorized representative]**
I have authority to bind the Recipient.

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

APPENDIX "A"

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE *(please respond with "YES", "NO", or "N/A", as appropriate)*	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada. If the response is "No", the recipient is confirming that this claim does not include costs for site preparation, removal of vegetation or construction of the Project.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project. If the response is "No", the recipient is confirming that this claim does not include costs for site preparation, removal of vegetation or construction of the Project.	
If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as "Required" in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	
If the Recipient does not own the land on which the Project is to be carried out, please indicate if the Recipient has entered into legally binding agreements with all owners of such land as required under Section A.32.1 (Special Conditions) of the Agreement.	
If your Project requires the installation of federal and provincial signage, pursuant to G.8.0 (Signage) of the Agreement, please indicate if the Recipient has installed a federal and provincial sign for the Project.	

Record of Invoices												
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid ($)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	Eligible Cost (Net of HST)
TOTAL											

The Recipient hereby requests a payment in the amount of:

$ _____ on account of Canada's and the Province's contribution toward the Eligible Expenditures of the Project **[Insert the Project unique ID and title]**.

Declared at **[Insert Municipality]**, in the Province of Ontario, on **[Insert Date].** By signing below, I hereby certify that to the best of my knowledge, information and belief, the information that is contained in this form, including the Record of Invoices and compliance requirements table above, is true and accurate. I confirm that all funds received will only and entirely be used for Eligible Expenditures.

(Signatures):

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[Insert/print the title of the witness]**

I have authority to bind the Recipient.

APPENDIX G
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.2"
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION

DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert address of the Recipient's authorized representative]**
Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

   (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

   (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article

A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

(c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;

(d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;

(e) the work for the Project **[insert the Project unique ID and title]**:

(i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "Project Substantial Completion Date");

(ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;

(iii) was supervised and inspected by qualified staff;

(iv) conforms with the plans, specifications, and other documentation for the Project;

(v) conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;

(vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards; and

(vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.

2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.

3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

4. The value of completed work on the Project is $ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Recipient's authorized representative]**	Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

APPENDIX H
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.3"
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER FOR PROJECT SUBSTANTIAL COMPLETION

[Note: This form is only for Tiers 2, 3 and 4 Projects. The form may be completed by a professional engineer, rather than an Independent Engineer, for Tier 2 Projects.]

CERTIFICATE FROM AN INDEPENDENT ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the Independent Engineer]**
Attention: **[insert the name and title of the Independent Engineer]**
Email: **[insert the email address of the Independent Engineer]**
Telephone No.: **[insert the telephone number of the Independent Engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the Independent Engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project **[insert the Project unique ID and title]**:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "**Project Substantial Completion Date**");

2. was carried out between **[insert the start date]** and the Project Substantial Completion Date;

3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the Project;

5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;

6. conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

7. was undertaken in accordance with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Independent Engineer]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Independent Engineer]**	Title: **[insert/print the title of the witness]**

APPENDIX I
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects up to Substantial Completion to certify progress once construction is underway excluding utility relocation and site clearing work.]

CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the Independent Engineer]**
Attention: **[insert the name and title of the Independent Engineer]**
Email: **[insert the email address of the Independent Engineer]**
Telephone No.: **[insert the telephone number of the Independent Engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the Independent Engineer]**, an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ **[Insert Project percent complete]** percent complete, and the Project:

1. was supervised and inspected by qualified staff;

2. conforms with the plans, specifications and other documentation for the Project;

3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. was undertaken in accordance with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Independent Engineer]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Independent Engineer]**	Title: **[insert/print the title of the witness]**

APPENDIX J
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.5"
FORM OF CERTIFICATE FROM AN INDEPENDENT CERTIFIER FOR PROJECT SUBSTANTIAL COMPLETION

[Note: This form is only for Tiers 2, 3 and 4 bus procurement projects and must be completed by an Independent Certifier.]

CERTIFICATE FROM AN INDEPENDENT CERTIFIER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the Independent Certifier]**
Attention: **[insert the name and title of the Independent Certifier]**
Email: **[insert the email address of the Independent Certifier]**
Telephone No.: **[insert the telephone number of the Independent Certifier]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the Independent Certifier]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief, on and as of the date set out below:

1. The **[insert number and description of buses]** buses manufactured by **[insert name of bus manufacturer(s)]** (the "Buses") were inspected by qualified staff on **[insert date(s) of inspection]**; and

2. The Project, which, for greater certainty, includes the Buses:

   (a) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "**Project Substantial Completion Date**");

   (b) was carried out between **[insert the start date]** and the Project Substantial Completion Date;

   (c) conforms with the plans, specifications, and other documentation for the Project;

   (d) conforms with all Requirements of Law; and

   (e) was undertaken in accordance with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Independent Certifier]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Independent Certifier]**	Title: **[insert/print the title of the witness]**

APPENDIX K
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM

SUB-SCHEDULE "J.6"
FORM OF CERTIFICATE FROM AN INDEPENDENT CERTIFIER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 bus procurement projects once buses have been received by the Recipient up to Substantial Completion]

CERTIFICATE FROM AN INDEPENDENT CERTIFIER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the Independent Certifier]**
Attention: **[insert the name and title of the Independent Certifier]**
Email: **[insert the email address of the Independent Certifier]**
Telephone No.: **[insert the telephone number of the Independent Certifier]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the Independent Certifier]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief, on and as of the date set out below:

1. The **[insert number and description of buses]** buses manufactured by **[insert name of bus manufacturer]** (the "Buses") were inspected by qualified staff on **[insert date(s) of inspection]**; and

2. The Project, which, for greater certainty, includes the Buses:

(a) conforms with the plans, specifications and other documentation for the Project;

(b) conforms with all Requirements of Law; and

(c) was undertaken in accordance with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Independent Certifier]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Independent Certifier]**	Title: **[insert/print the title of the witness]**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-40

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 105 Allard Street (Allard SSM Inc. c/o Mathew Moxness).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **105 ALLARD STREET; LOCATED ON THE WEST SIDE OF ALLARD STREET, APPROXIMATELY 115 METRES NORTH OF ITS INTERSECTION WITH CHAPPLE AVENUE; CHANGE FROM R4.S373 TO R4.S373 WITH AN AMENDED "SPECIAL EXCEPTION"**

   The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 43/1-50 of Schedule "A" to By-law 2005-150, is changed from R4.S373 (Medium Density Residential) zone with a "Special Exception" to R4.S373 Amended (Medium Density Residential) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by repealing section 2(373) and adding the following subsection 2(373) and heading as follows:

   "2(373) 105 Allard Street

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Allard Street and having civic no. 105 Allard Street and outlined and marked "Subject Property" on the map attached as Schedule 373 hereto is changed from R4.S373 (Medium Density Residential) zone with a "Special Exception" to R4.S373 (Medium Density Residential) zone with an amended "Special Exception" 373 to repeal existing provisions and replace with the following new provisions:

   1. Permit parking in the required Front Yard;
   2. Permit parking in the required Exterior Side Yard;
   3. Reduce the westerly Interior Side Yard Setback from 7.5 metres to 7.0 metres;

4. Reduce the southerly Rear Yard Setback from 10 metres to 7.5 metres;
5. Reduce the number of required parking spaces from 59 to 37 spaces (1.25 to .79 ratio) for the proposed 47-unit apartment building; and
6. Waive the requirement that a loading zone be 100% visually screened."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

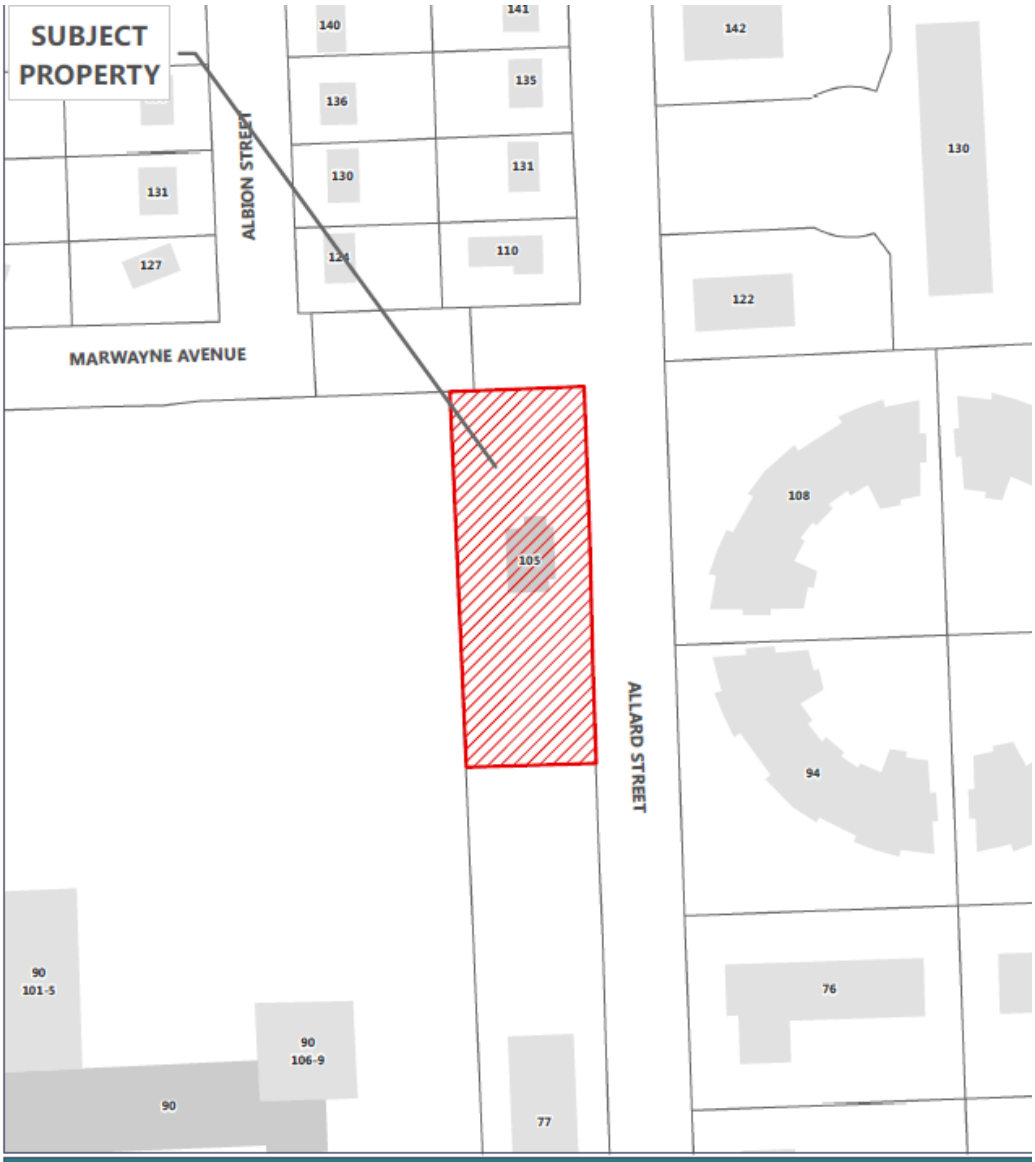
PASSED in Open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A” TO BY-LAW 2024-40 AND
SCHEDULE 373 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-41

AGREEMENT: A by-law to authorize the execution of the Easement Option Agreement between the City and PUC (Transmission) LP for the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 8, 2024 between the City and PUC (Transmission) LP, a copy of which is attached as Schedule “A” hereto. This Agreement is for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT made as of the ~~25th day of March, 2024~~ 8th day of April, 2024 (the "**Agreement Date**").

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "**Owner**")

OF THE FIRST PART

- and -

PUC (TRANSMISSION) LP by its General Partner
PUC (TRANSMISSION) GP INC.

(hereinafter called "**PUC Transmission**")

OF THE SECOND PART

RECITALS:

A. The Owner is the owner of the lands and premises described in Schedule "A" (the "**Lands**");

B. The Owner has agreed to grant to PUC Transmission for the consideration and on the terms and conditions set out herein and attached hereto as Schedule "B" (the "**Standard Terms and Conditions**") an option to purchase a right-of-way and easement in, on, over, under, across and through (the "**Easement**") that portion of the Lands described and shown on Schedule "A-1" attached hereto (the "**Easement Lands**"), the terms of which are more particularly set out in the Transfer and Grant of Easement (the "**Easement Agreement**") attached hereto as Schedule "C".

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF OPTION

In consideration of the sum of **Five Hundred Dollars ($500.00)** of lawful money of Canada paid by PUC Transmission to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, (the **"Option Payment"**) the Owner hereby grants to PUC Transmission an irrevocable option (the "**Option**"), to purchase the Easement upon and subject to the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto.

2. PURCHASE PRICE

In accordance with the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto, PUC Transmission agrees to pay to or to the order of the Owner the amount of **Sixteen Thousand Seven Hundred Dollars ($16,700.00)** for the Easement Lands (the "Purchase Price") on the Closing Date.

3. INCENTIVE PAYMENT

In addition to the payment of the Purchase Price as provided for in paragraph 2 herein, and as an incentive to the Owner to enter into this Option Agreement, PUC Transmission agrees to pay to or to the order of the Owner an incentive payment in the amount of **Twelve Thousand Twenty-Five Dollars ($12,025.00)** on the Closing Date.

IN WITNESS WHEREOF the parties hereto have duly executed this Option Agreement as of the Agreement Date.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Name: Matthew Shoemaker
Title: Mayor

Per:_____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC.

Per: _____
Name: Robert Brewer
Title: President

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

1. **31609-0390(LT)**

   PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 1R10744 EXCEPT PART 1 1R10935, PART 1 1R11773, PARTS 2 & 3 1R13242, PART 1 1R13366, PART 1 1R13469, PARTS 1 & 2 1R14070, PART 1 1R14088; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE

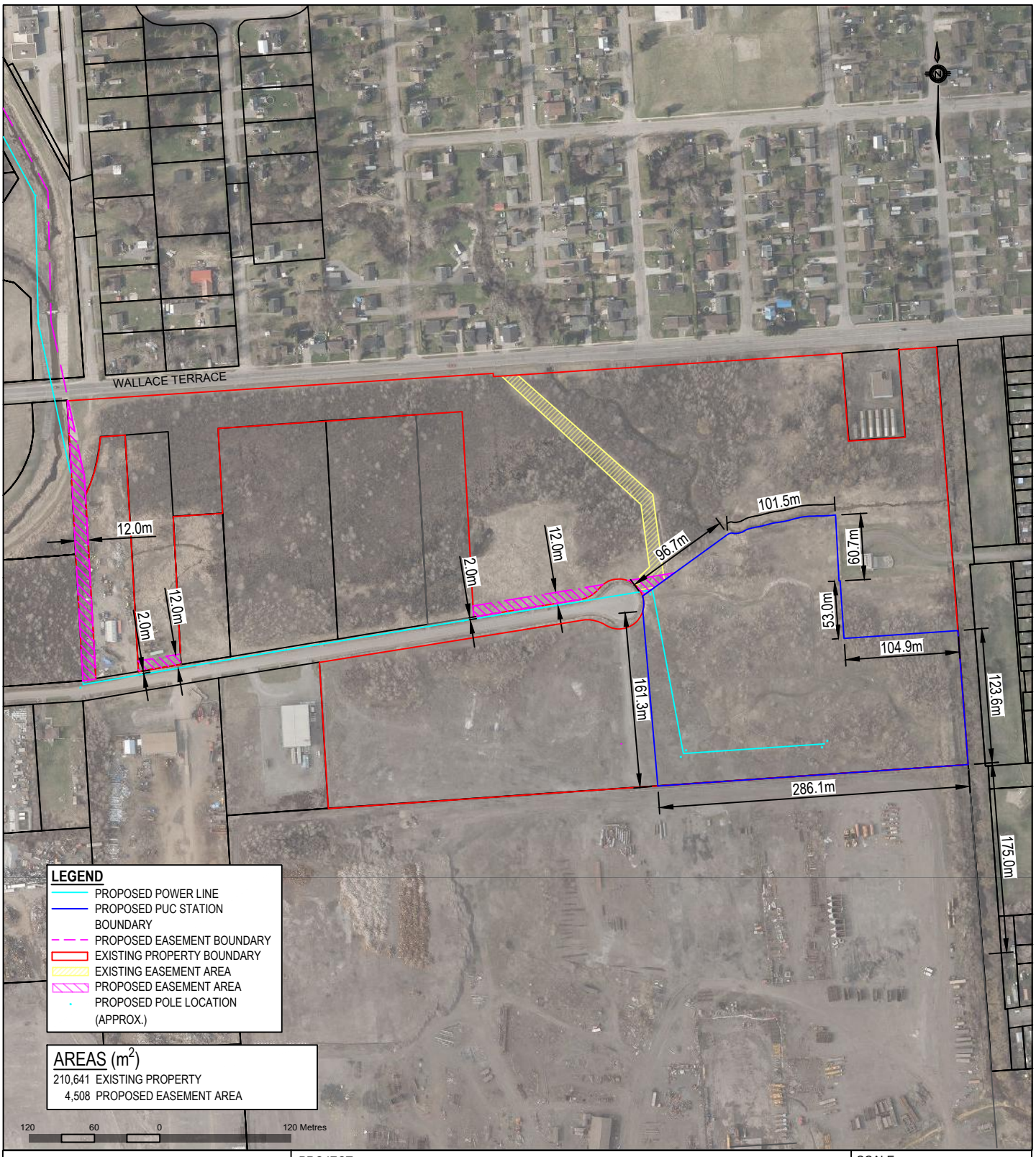
2. **31609-0392(LT)**

   PCL 12753 SEC AWS; PART SECTION 34 KORAH PARTS 4-8, 10-14, 17-19 1R10744 SAVE AND EXCEPT PART 2 1R14088; S/T LT127571; S/T EASEMENT IN FAVOUR OF THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE OVER PART 6 1R10744 AS IN AL10430

SCHEDULE "A-1"
EASEMENT LANDS

Legal description to be determined by deposited Reference Plan; Easement Lands shown outlined in the magenta-colour cross-hatched area in sketch attached.

****NOTE – Sketch shall be replaced by Easement Lands description once applicable Reference Plan is deposited.**



wsp	PROJECT: SAULT STE. MARIE 230 kV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:5,000
		DRAWN BY: JB / CHECKED BY: DS
	TITLE: 060001003000000 0 YATES AVE	PROJECT NO:
		DATE: NOVEMBER 2023
	CLIENT: PUC TRANSMISSION LP	FIGURE NO: 4

SCHEDULE "B"
STANDARD TERMS AND CONDITIONS

1. EXERCISE OF OPTION

The Option shall be open for exercise at any time from the Agreement Date until the 2nd anniversary of the Agreement Date, as same may have been extended in accordance with the terms hereof, (the "**Option Term**"), by providing written notice to the Owner (the "**Exercise Notice**"), after which time, subject to Section 2, this Option Agreement shall be null and void and no longer binding upon either of the parties. If the Option is exercised within the Option Term, then this Option Agreement shall become a binding agreement for the purchase and sale of the Easement and this Option Agreement shall be completed on the terms set out herein.

2. EXTENSION OF OPTION TERM

At any time during the Option Term, PUC Transmission may, by written notice delivered to the Owner prior to the expiration of the Option Term, as same may have been extended, extend the Option Term with respect to the Lands for one (1) additional period of one (1) year, provided that upon such election, PUC Transmission pays to the Owner the amount of **Five Hundred Dollars ($500.00)** in consideration for the extension of the Option Term.

3. PURCHASE PRICE

(a) PUC Transmission shall pay the Purchase Price to or to the order of the Owner by way of a single payment by uncertified cheque or electronic funds transfer on the Closing Date (as hereinafter defined).

(b) The Owner acknowledges receipt of an appraisal report commissioned by PUC Transmission and, prepared by an external, independent appraiser with the Accredited Appraiser Canadian Institute ("AACI") designation, (the "**PUC Transmission Appraisal**").

4. CLOSING

The transaction of purchase and sale contemplated by this Option Agreement shall, subject to resolution of any title issues identified by PUC Transmission, be completed on the date that is ninety (90) days after PUC Transmission delivers the Exercise Notice to the Owner or on such earlier date as PUC Transmission, through its solicitors, may elect (the **"Closing Date"**). If the Closing Date is a date on which the Land Registry Office (the "**Land Registry Office**") in which the Lands are registered is closed, the Closing Date shall be on the next following day when such Land Registry Office is open. In the event that there is a delay in the completion of the transaction beyond the Closing Date as established by PUC Transmission upon delivery of the Exercise Notice that arises through no fault of PUC Transmission,

then PUC Transmission shall not be responsible for any resulting delay in the Closing Date.

5. ACKNOWLEDGEMENT AND DIRECTION

The Owner and, if applicable, the Spouse, acknowledges and agrees that execution of the Option Agreement shall constitute execution of the Acknowledgement and Direction attached as Schedule "D" to the Option Agreement (the "**Acknowledgement and Direction**") authorizing PUC Transmission and its solicitors to register the Option and subsequent Easement on title to the Lands. PUC Transmission covenants and agrees to hold the Acknowledgement and Direction in escrow until PUC Transmission has paid the Purchase Price at which time the executed Acknowledgement and Direction and Option shall be released from escrow and may be acted upon by PUC Transmission.

6. REGISTRATION OF EASEMENT

The Owner acknowledges and agrees that PUC Transmission will register the Easement on title to the Lands on the Closing Date pursuant hereto and the Acknowledgement and Direction. PUC Transmission will provide notice to the Owner within a reasonable period of time after the Closing Date of the registration particulars of the Easement.

7. RIGHT TO TRANSFER

The Owner covenants and agrees with PUC Transmission that it has the right to grant the Easement without restriction and that PUC Transmission will quietly possess and enjoy the Easement Lands.

8. INSPECTION PERIOD AND EARLY ACCESS PERIOD

(a) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so much of the Lands as may be reasonably necessary at all reasonable times from the Agreement Date until the later of the expiration of the Option Term (as same may be extended) and the Closing Date, with or without all plant, machinery, material, supplies, vehicles, and equipment, for all purposes necessary or convenient to conduct such inspections, tests, audits, reports as PUC Transmission sees fit in connection with the acquisition, exercise or enjoyment of the Easement. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible following such inspections, tests, audits and reports.

(b) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so

much of the Lands as may be as reasonably necessary at all reasonable times from date PUC Transmission delivers the Exercise Notice to commence construction activities on the Easement Lands. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible in the event that the purchase transaction contemplated by this Option Agreement is not completed as contemplated herein.

(c) PUC Transmission and any and all contractors, consultants or other persons authorized by PUC Transmission (hereinafter the "**PUC Transmission Authorized Representatives**") to enter the Easement Lands as aforesaid pursuant to paragraph 8(a) and 8(b), must all be compliant and be an approved Contractor under The Corporation of the City of Sault Ste. Marie's Contractor Prequalification Program as set out in the following website link before PUC Transmission and any PUC Transmission Authorized Representatives are permitted to enter the Easement Lands.

https://saultstemarie.ca/Government/City-Departments/Corporate-Services/Finance/Purchasing/Vendors-List.aspx

To that end, PUC Transmission shall ensure that all necessary paperwork is filed with the City and the City has confirmed that PUC Transmission and the PUC Transmission Authorized Representative is listed as an approved Contractor by the City before attending on the City Property.

(d) Except to the extent attributable to wilful or negligent acts of the Owner or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, PUC Transmission will at all times indemnify and save harmless the Owner from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Owner or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Owner and PUC Transmission) directly or indirectly arising out of, resulting from or sustained by the reason of PUC Transmission's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, pursuant to this Option Agreement or PUC Transmission's use of the Lands of the Owner for any purpose whatsoever, including ingress to or egress from the Easement Lands, pursuant to this Option Agreement.

9. SURVEY/REFERENCE PLAN

PUC Transmission agrees to obtain and register, at its sole expense, any new Reference Plan with respect to the Easement Lands that may be required by PUC Transmission for completion of this Option Agreement.

10. INCOME TAX ACT

The Owner represents and warrants and covenants that the Owner is not now and on Closing will not be a non-resident of Canada within the meaning of the *Income Tax Act (Canada).*

11. HARMONIZED SALES TAX

The Owner and PUC Transmission acknowledge and agree that the grant of easement which is proposed under this Option Agreement constitutes a purchase and sale transaction of an interest in real property, and therefore, in conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended ("the Act"), PUC Transmission shall report and pay to the Receiver General for Canada the Harmonized Sales Tax ("HST") applicable to the purchase and sale of the Easement. For the purposes of this Section 11, PUC Transmission warrants that it is an HST registrant in good standing under the Act, that its HST registration number is 71848 0007 RT0001 and that it is acquiring the Easement for use primarily in the course of its commercial activities.

12. NOTICE OF OPTION

PUC Transmission may, in its sole discretion and at its sole expense register this Option Agreement or notice thereof on title to the Lands.

13. NO OTHER RIGHTS

The Owner covenants and agrees with PUC Transmission that the Owner shall not grant, create or transfer any easement, right, covenant, restriction, privilege, permission, or other agreement in, through, under, over or in respect of the Easement Lands prior to the registration of the Easement without the prior written consent of PUC Transmission.

14. PRIOR ENCUMBRANCES

The Owner hereby grants PUC Transmission permission, should PUC Transmission elect in its sole discretion, to approach any encumbrancer having an interest in the Easement Lands in priority to the Easement Agreement and to obtain (in registrable form) and register all necessary consents, postponements or subordinations from all current and future encumbrancers having an interest in the Easement Lands in priority to the Easement Agreement or this Option Agreement consenting, postponing or subordinating such encumbrance and their respective rights, title and

interest to the Easement and this Option Agreement or to place the Easement Agreement and this Option Agreement in first priority on title to the Easement Lands.

15. TIME OF ESSENCE

Time shall in all respects be of the essence hereof; provided, however, that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing between the parties or their respective counsel.

16. NOTICES

Notices to be given to either party shall be in writing, and will be sent via electronic mail ("email"), personally delivered or sent by registered mail (except during a postal disruption or threatened postal disruption), telegram, electronic facsimile or other similar means of prepaid recorded communication to the applicable address set forth below (or to such other address as such party may from time to time designate in such manner):

PUC (TRANSMISSION) LP:

500 Second Line East
Sault Ste. Marie ON P6B 4K1

Attention: Mr. Robert Brewer
Email: robert.brewer@ssmpuc.com

with a copy to its solicitors,

Spadafora Johnson Lepore LLP
202-747 Queen Street East
Sault Ste. Marie ON P6A 2A8

Attention: Mr. Mark A. Lepore
Email: mlepore@sjl.law

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE:

99 Foster Drive
Civic Centre, Level 4
Sault Ste. Marie ON P6A 5X6

Attention: Legal Department

Notices personally delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the fifth (5th) Business Day following the date on which it was sent. Any notice sent by email, telegram, electronic facsimile or other similar means of prepaid recorded communication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it was sent. "Business Day" shall mean any day which is not a Saturday or Sunday or a statutory holiday in the Province of Ontario.

17. ASSIGNMENT OF OPTION BY PUC TRANSMISSION

PUC Transmission shall have the right to assign all or any part of its interest in this Option Agreement and any or all rights, privileges and benefits accruing to PUC Transmission hereunder without the consent of the Owner prior to or on the Closing Date. Upon and to the extent of such assignment, this Option Agreement shall thenceforth be construed as if originally made with such assignee or assignees instead of PUC Transmission and PUC Transmission shall, to the extent of such assignment, thereupon be relieved of all liabilities and obligations whatsoever arising out of this Option Agreement.

18. SURVIVAL OF REPRESENTATIONS

The parties hereto agree that any representations or covenants contained in this Option Agreement shall not merge on closing, but survive and continue in full force and effect thereafter, but only as to the accuracy of the representation or covenant as at the date of completion of this Option Agreement.

19. ENTIRE AGREEMENT

The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Option Agreement save as expressly set out in this Option Agreement and that this Option Agreement and all Schedules hereto constitute the entire agreement between the parties and may not be modified except as expressly agreed between the Owner and PUC Transmission in writing.

20. SEVERABILITY

Any provision or provisions of this Option Agreement is declared illegal or unenforceable, it or they shall be considered separate and severable from the Option Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

21. GOVERNING LAW

This Option Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. SUCCESSORS AND ASSIGNS

This Option Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors and permitted assigns.

23. EXECUTION AND DELIVERY

This Option Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitutes one agreement. To evidence the fact that it has executed this Option Agreement, a party may send a copy of its executed counterpart to all other parties by a delivery method set out in Section 16 herein (the "Transmission") and the signature transmitted by such Transmission is deemed to be its original signature for all purposes.

24. PLANNING ACT

This Option Agreement is subject to the express condition that it is to be effective only if the provisions of the *Planning Act, R.S.O. 1990, c. P.13* and amendments thereto are complied with.

25. FURTHER ASSURANCES

The Owner covenants and agrees to execute, if necessary, at no further cost or condition to PUC Transmission such other instruments, plans and documents as may reasonably be required by PUC Transmission to effect the registration of the Easement or notice of this Option Agreement on title to the Lands.

26. SPOUSAL CONSENT

The Owner represents that, except to the extent such consent has been obtained, spousal consent to this transaction is not necessary and on closing will not be necessary under the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3.

27. AGE

The Owner represents that the Owner is at least 18 years of age.

28. INDEPENDENT LEGAL ADVICE AND REPRESENTATION

The Owner acknowledges that the Owner is entitled to consult with an independent solicitor of the Owner's choice prior to entering into this Agreement. Further, the Owner acknowledges that he/she may retain independent legal representation for the purposes of all matters arising in connection with this Agreement. In entering into this Agreement, the Owner acknowledges he/she has had the opportunity to seek independent legal advice, and either has done so or has chosen not to do so. PUC Transmission agrees to pay the Owner's reasonable legal costs in connection with such independent legal advice or representation.

SCHEDULE "C"
TRANSFER AND GRANT OF EASEMENT

Whereas the Transferor is the owner in fee simple and in possession of the Easement Lands (as hereinafter defined);

And Whereas the Transferee has erected, or is about to erect, certain Works (as more particularly described in paragraph 1(a) herein) in, through, under, over, across, along and upon the Easement Lands (as hereinafter defined);

1. The Transferor hereby grants and conveys to the Transferee, its successors and assigns, the rights and easement, free from all encumbrances and restrictions, the following unobstructed and exclusive rights, easements, rights-of-way, covenants, agreements and privileges in perpetuity (the **"Rights")** on, in, through, under, over across, along and upon that portion of the Lands of the Transferor described in the Properties Section of the Transfer Easement to which this Schedule is attached (the "**Easement Lands**") for the following purposes:

   (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain at all times on, in, through, under, over, across, along and upon the Easement Lands an electricity transmission system consisting of pole structures, towers, anchors, guys and braces and all such aboveground or underground lines, wires, cables, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by such system (all or any of which are herein individually or collectively called the "**Works**") as in the opinion of the Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time, or a related business venture.

   (b) To enter on and cut or prune, and to clear and keep clear, and remove all trees, branches, bush and shrubs and other obstructions and materials, over or upon the Easement Lands, and without limitation, to cut and remove all leaning or decayed trees located on the Lands whose proximity to the Works renders them liable to fall and come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.

   (c) To conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Easement Lands as the Transferee in its discretion considers requisite.

   (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Easement Lands as the Transferee may from time to time consider necessary.

   (e) Except for permitted paragraph 2(a) installations, to clear the Easement Lands and keep same clear of all buildings, structures, erections, installations, or other

obstructions of any nature (hereinafter collectively called the **"obstruction"**) whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Transferee, endanger its Works or any person or property or which may be likely to become a hazard to any Works of the Transferee or to any person or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.

(f) To enter on and exit by the Transferor's access routes and to pass and repass at all times on, in, over, along, upon and across the Easement Lands and so much of the Lands as is reasonably required, for Transferee, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of this easement subject to compensation afterwards for any crop or other physical damage only to the Lands or permitted structures sustained by the Transferor caused by the exercise of this right of entry and passageway.

(g) To remove, relocate and reconstruct the line on or under the Easement Lands subject to payment by the Transferee of additional compensation for any damage caused thereby.

2. The Transferor agrees that:

(a) It will not interfere with any Works established on or in the Easement Lands and shall not, without the Transferee's consent in writing erect or cause to be erected or permit in, under or upon the Easement Lands any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein. The Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the existing configuration, grade or elevation of the Easement Lands to be changed and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Easement Lands shall be done or made unless consent therefore in writing has been obtained from Transferee, provided however, that the Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of the Transferee, there is no danger or likelihood of danger to the Works of the Transferee or to any persons or property and the safe or serviceable operation of this easement by the Transferee is not interfered with, the Transferor may at its expense and with the prior written approval of the Transferee, construct and maintain roads, lanes walks, drains, sewers water pipes, oil and gas pipelines, fences (not to exceed 2 metres in height) and service cables on or under the Easement Lands (the **"Installation"**) or any portion thereof; provided that prior to commencing such Installation, the transferor shall give to the Transferee thirty (30) days' notice in writing thereof to enable the Transferee to have a representative present to inspect the proposed Installation during the performance of such work, and provided further that Transferor comply with all instructions given by such representative and that all such work shall be done to the reasonable satisfaction of such representative. In the event of any unauthorized interference aforesaid or contravention of this paragraph, or if any authorized interference, obstruction or Installation is not maintained in accordance with the Transferee's instructions or in

the Transferee's reasonable opinion, may subsequently interfere with the Rights granted herein, the Transferee may at the Transferor's expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, Installation or contravention complained of from the Easement Lands, without being liable for any damages cause thereby.

(b) notwithstanding any rule of law or equity, the Works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such Works are or may become annexed or affixed to the Easement Lands and shall at any time and from time to time be removable in whole or in part by Transferee.

(c) no other easement or permission will be transferred or granted and no encumbrances will be created over or in respect to the Easement Lands, prior to the registration of a Transfer of this grant of Rights.

(d) The Transferor will execute such further assurances of the Rights in respect of this grant of easement as may be requisite.

(e) The Rights hereby granted:

(i) shall be of the same force and effect to all intents and purposes as a covenant running with the Easement Lands; and

(ii) are declared hereby to be appurtenant to and for the benefit of the Works and undertaking of the Transferee described in paragraph 1(a).

3. The Transferee covenants and agrees to obtain at its sole cost and expense all necessary postponements and subordinations (in registrable form) from all current and future prior encumbrancers, postponing their respective rights, title and interest to the transfer of Easement herein so as to place such Rights and easement in first priority on title to the Easement Lands.

4. Except to the extent attributable to wilful or negligent acts of the Transferor or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, the Transferee will at all times indemnify and save harmless the Transferor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Transferor or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Transferor and the Transferee) directly or indirectly arising out of, resulting from or sustained by the reason of this easement or the Transferee's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, or the Transferee's use of other lands of the Transferor for any purpose whatsoever, including ingress to or egress from the Easement Lands, or any operation connected

with this easement, or any breach or non-performance by the Transferee of its covenants and obligations under this easement.

5. The Transferee agrees to maintain at all times a minimum of Five Million ($5,000,000.00) Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers of recognized responsibility.

6. There are no representations, covenants agreements, warranties and conditions in any way relating to the subject matter of this grant of Rights whether expressed or implied, collateral or otherwise except those set forth herein.

7. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

8. The burden and benefit of this transfer of Rights shall run with the Easement Lands and the Works and undertaking of the Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SCHEDULE "D"
ACKNOWLEDGEMENT AND DIRECTION

TO: PUC (Transmission) LP ("**PUC TRANSMISSION**")

AND TO: Spadafora Johnson Lepore LLP, PUC Transmission's Solicitors herein

AND TO: Any and all designees of the above

RE: Option Agreement dated March 25, 2024, (the "Option Agreement) and the Transfer and Grant of Easement in substantially the form attached as Schedule "C" to the Option Agreement (the "Easement Agreement")

This will confirm that:

- PUC Transmission and the Owner have reviewed the information set out in the Option Agreement and the draft document(s) attached to the Option Agreement, and that this information is accurate;
- You are authorized and directed to sign and register electronically on behalf of the undersigned the Option Agreement and the Easement Agreement as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the Option Agreement and the Easement Agreement as may be required to effect registration of such document including the insertion of a registerable legal description to describe the lands subject to the easement being granted pursuant to the Easement Agreement in the event one is not available at the time of execution of the Option Agreement; provided such amendments are non-material to the terms of the Option Agreement and the Easement Agreement and do not expand the description of the Easement Lands as described and/or illustrated in the Option Agreement in any material manner;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the Owner and PUC Transmission, and the Owner and PUC Transmission understand that each are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if each had signed these documents;
- You are directed to insert the names set forth in the signatory section of the Option Agreement as persons authorized (or other authorized signing officers of PUC Transmission) to act on behalf of PUC Transmission and the Owner, as applicable;
- The Owner acknowledges that Spadafora Johnson Lepore LLP has not met with them nor been engaged by them, is not entering into a solicitor-client relationship with them and is not representing them solely or jointly with PUC Transmission for the purposes of the preparation, negotiation, completion or registration of the Option Agreement or the Easement Agreement. Spadafora Johnson Lepore LLP will act in a limited capacity as agent for the undersigned

for the purposes of registering the Option Agreement and the Easement Agreement; and

- PUC Transmission and the Owner are in fact the parties named in the electronic documents described in this Acknowledgement and Direction and each has not misrepresented the identity of same to you.

Dated the 8th day of April, 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Matthew Shoemaker
Title: Mayor

Per: _____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-42

AGREEMENT: A by-law to authorize the execution of the Easement Option Agreement between the City and PUC (Transmission) LP for the operational requirements for the new transmission line at 1001 Second Line (PIN 31608-0056) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 8, 2024 between the City and PUC (Transmission) LP, a copy of which is attached as Schedule “A” hereto. This Agreement is for the new transmission line at 1001 Second Line (PIN 31608-0056) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-42 PUC (Transmission) LP Easement Option Agreement (Second Line).docx

EASEMENT OPTION AGREEMENT

8th day of April, 2024

THIS EASEMENT OPTION AGREEMENT made as of the ~~25th day of March, 2024~~ (the "**Agreement Date**").

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "**Owner**")

OF THE FIRST PART

- and -

PUC (TRANSMISSION) LP by its General Partner
PUC (TRANSMISSION) GP INC.

(hereinafter called "**PUC Transmission**")

OF THE SECOND PART

RECITALS:

A. The Owner is the owner of the lands and premises described in Schedule "A" (the "**Lands**");

B. The Owner has agreed to grant to PUC Transmission for the consideration and on the terms and conditions set out herein and attached hereto as Schedule "B" (the "**Standard Terms and Conditions**") an option to purchase a right-of-way and easement in, on, over, under, across and through (the "**Easement**") that portion of the Lands described and shown on Schedule "A-1" attached hereto (the "**Easement Lands**"), the terms of which are more particularly set out in the Transfer and Grant of Easement (the "**Easement Agreement**") attached hereto as Schedule "C".

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF OPTION

In consideration of the sum of **Five Hundred Dollars ($500.00)** of lawful money of Canada paid by PUC Transmission to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, (the **"Option Payment"**) the Owner hereby grants to PUC Transmission an irrevocable option (the "**Option**"), to purchase the Easement upon and subject to the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto.

2. PURCHASE PRICE

In accordance with the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto, PUC Transmission agrees to pay to or to the order of the Owner the amount of **Eight Thousand Five Hundred Dollars ($8,500.00)** for the Easement Lands (the "Purchase Price") on the Closing Date.

3. INCENTIVE PAYMENT

In addition to the payment of the Purchase Price as provided for in paragraph 2 herein, and as an incentive to the Owner to enter into this Option Agreement, PUC Transmission agrees to pay to or to the order of the Owner an incentive payment in the amount of **Nine Thousand Five Hundred Dollars ($9,500.00)** on the Closing Date.

IN WITNESS WHEREOF the parties hereto have duly executed this Option Agreement as of the Agreement Date.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Name: Matthew Shoemaker
Title: Mayor

Per:_____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC.

Per: _____
Name: Robert Brewer
Title: President

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

1. **<u>31608-0056(LT)</u>**

   PCL 12037 SEC AWS; PT SEC 34 KORAH PT 2 1R8575; SAULT STE. MARIE

SCHEDULE "A-1"
EASEMENT LANDS

Legal description to be determined by deposited Reference Plan; Easement Lands shown outlined in the magenta-colour cross-hatched area in sketch attached.

****NOTE – Sketch shall be replaced by Easement Lands description once applicable Reference Plan is deposited.**



wsp	PROJECT: SAULT STE. MARIE 230 kV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:1,500
		DRAWN BY: TP / CHECKED BY: DS
	TITLE: 060031002990000	PROJECT NO: 221-01502-00
		DATE: NOVEMBER 2022
	CLIENT: PUC TRANSMISSION LP	FIGURE NO: 14

SCHEDULE "B"
STANDARD TERMS AND CONDITIONS

1. EXERCISE OF OPTION

The Option shall be open for exercise at any time from the Agreement Date until the 2nd anniversary of the Agreement Date, as same may have been extended in accordance with the terms hereof, (the "**Option Term**"), by providing written notice to the Owner (the "**Exercise Notice**"), after which time, subject to Section 2, this Option Agreement shall be null and void and no longer binding upon either of the parties. If the Option is exercised within the Option Term, then this Option Agreement shall become a binding agreement for the purchase and sale of the Easement and this Option Agreement shall be completed on the terms set out herein.

2. EXTENSION OF OPTION TERM

At any time during the Option Term, PUC Transmission may, by written notice delivered to the Owner prior to the expiration of the Option Term, as same may have been extended, extend the Option Term with respect to the Lands for one (1) additional period of one (1) year, provided that upon such election, PUC Transmission pays to the Owner the amount of **Five Hundred Dollars ($500.00)** in consideration for the extension of the Option Term.

3. PURCHASE PRICE

(a) PUC Transmission shall pay the Purchase Price to or to the order of the Owner by way of a single payment by uncertified cheque or electronic funds transfer on the Closing Date (as hereinafter defined).

(b) The Owner acknowledges receipt of an appraisal report commissioned by PUC Transmission and, prepared by an external, independent appraiser with the Accredited Appraiser Canadian Institute ("AACI") designation, (the "**PUC Transmission Appraisal**").

4. CLOSING

The transaction of purchase and sale contemplated by this Option Agreement shall, subject to resolution of any title issues identified by PUC Transmission, be completed on the date that is ninety (90) days after PUC Transmission delivers the Exercise Notice to the Owner or on such earlier date as PUC Transmission, through its solicitors, may elect (the **"Closing Date"**). If the Closing Date is a date on which the Land Registry Office (the "**Land Registry Office**") in which the Lands are registered is closed, the Closing Date shall be on the next following day when such Land Registry Office is open. In the event that there is a delay in the completion of the transaction beyond the Closing Date as established by PUC Transmission upon delivery of the Exercise Notice that arises through no fault of PUC Transmission,

then PUC Transmission shall not be responsible for any resulting delay in the Closing Date.

5. ACKNOWLEDGEMENT AND DIRECTION

The Owner and, if applicable, the Spouse, acknowledges and agrees that execution of the Option Agreement shall constitute execution of the Acknowledgement and Direction attached as Schedule "D" to the Option Agreement (the "**Acknowledgement and Direction**") authorizing PUC Transmission and its solicitors to register the Option and subsequent Easement on title to the Lands. PUC Transmission covenants and agrees to hold the Acknowledgement and Direction in escrow until PUC Transmission has paid the Purchase Price at which time the executed Acknowledgement and Direction and Option shall be released from escrow and may be acted upon by PUC Transmission.

6. REGISTRATION OF EASEMENT

The Owner acknowledges and agrees that PUC Transmission will register the Easement on title to the Lands on the Closing Date pursuant hereto and the Acknowledgement and Direction. PUC Transmission will provide notice to the Owner within a reasonable period of time after the Closing Date of the registration particulars of the Easement.

7. RIGHT TO TRANSFER

The Owner covenants and agrees with PUC Transmission that it has the right to grant the Easement without restriction and that PUC Transmission will quietly possess and enjoy the Easement Lands.

8. INSPECTION PERIOD AND EARLY ACCESS PERIOD

(a) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so much of the Lands as may be reasonably necessary at all reasonable times from the Agreement Date until the later of the expiration of the Option Term (as same may be extended) and the Closing Date, with or without all plant, machinery, material, supplies, vehicles, and equipment, for all purposes necessary or convenient to conduct such inspections, tests, audits, reports as PUC Transmission sees fit in connection with the acquisition, exercise or enjoyment of the Easement. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible following such inspections, tests, audits and reports.

(b) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so

much of the Lands as may be as reasonably necessary at all reasonable times from date PUC Transmission delivers the Exercise Notice to commence construction activities on the Easement Lands. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible in the event that the purchase transaction contemplated by this Option Agreement is not completed as contemplated herein.

(c) PUC Transmission and any and all contractors, consultants or other persons authorized by PUC Transmission (hereinafter the "**PUC Transmission Authorized Representatives**") to enter the Easement Lands as aforesaid pursuant to paragraph 8(a) and 8(b), must all be compliant and be an approved Contractor under The Corporation of the City of Sault Ste. Marie's Contractor Prequalification Program as set out in the following website link before PUC Transmission and any PUC Transmission Authorized Representatives are permitted to enter the Easement Lands.

https://saultstemarie.ca/Government/City-Departments/Corporate-Services/Finance/Purchasing/Vendors-List.aspx

To that end, PUC Transmission shall ensure that all necessary paperwork is filed with the City and the City has confirmed that PUC Transmission and the PUC Transmission Authorized Representative is listed as an approved Contractor by the City before attending on the City Property.

(d) Except to the extent attributable to wilful or negligent acts of the Owner or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, PUC Transmission will at all times indemnify and save harmless the Owner from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Owner or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Owner and PUC Transmission) directly or indirectly arising out of, resulting from or sustained by the reason of PUC Transmission's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, pursuant to this Option Agreement or PUC Transmission's use of the Lands of the Owner for any purpose whatsoever, including ingress to or egress from the Easement Lands, pursuant to this Option Agreement.

9. SURVEY/REFERENCE PLAN

PUC Transmission agrees to obtain and register, at its sole expense, any new

Reference Plan with respect to the Easement Lands that may be required by PUC Transmission for completion of this Option Agreement.

10. INCOME TAX ACT

The Owner represents and warrants and covenants that the Owner is not now and on Closing will not be a non-resident of Canada within the meaning of the *Income Tax Act (Canada).*

11. HARMONIZED SALES TAX

The Owner and PUC Transmission acknowledge and agree that the grant of easement which is proposed under this Option Agreement constitutes a purchase and sale transaction of an interest in real property, and therefore, in conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended ("the Act"), PUC Transmission shall report and pay to the Receiver General for Canada the Harmonized Sales Tax ("HST") applicable to the purchase and sale of the Easement. For the purposes of this Section 11, PUC Transmission warrants that it is an HST registrant in good standing under the Act, that its HST registration number is 71848 0007 RT0001 and that it is acquiring the Easement for use primarily in the course of its commercial activities.

12. NOTICE OF OPTION

PUC Transmission may, in its sole discretion and at its sole expense register this Option Agreement or notice thereof on title to the Lands.

13. NO OTHER RIGHTS

The Owner covenants and agrees with PUC Transmission that the Owner shall not grant, create or transfer any easement, right, covenant, restriction, privilege, permission, or other agreement in, through, under, over or in respect of the Easement Lands prior to the registration of the Easement without the prior written consent of PUC Transmission.

14. PRIOR ENCUMBRANCES

The Owner hereby grants PUC Transmission permission, should PUC Transmission elect in its sole discretion, to approach any encumbrancer having an interest in the Easement Lands in priority to the Easement Agreement and to obtain (in registrable form) and register all necessary consents, postponements or subordinations from all current and future encumbrancers having an interest in the Easement Lands in priority to the Easement Agreement or this Option Agreement consenting, postponing or subordinating such encumbrance and their respective rights, title and interest to the Easement and this Option Agreement or to place the Easement Agreement and this Option Agreement in first priority on title to the Easement Lands.

15. TIME OF ESSENCE

Time shall in all respects be of the essence hereof; provided, however, that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing between the parties or their respective counsel.

16. NOTICES

Notices to be given to either party shall be in writing, and will be sent via electronic mail ("email"), personally delivered or sent by registered mail (except during a postal disruption or threatened postal disruption), telegram, electronic facsimile or other similar means of prepaid recorded communication to the applicable address set forth below (or to such other address as such party may from time to time designate in such manner):

PUC (TRANSMISSION) LP:

500 Second Line East
Sault Ste. Marie ON P6B 4K1

Attention: Mr. Robert Brewer
Email: robert.brewer@ssmpuc.com

with a copy to its solicitors,

Spadafora Johnson Lepore LLP
202-747 Queen Street East
Sault Ste. Marie ON P6A 2A8

Attention: Mr. Mark A. Lepore
Email: mlepore@sjl.law

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE:

99 Foster Drive
Civic Centre, Level 4
Sault Ste. Marie ON P6A 5X6

Attention: Legal Department

Notices personally delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the fifth (5th) Business Day following the date on which it was sent. Any notice sent by email, telegram, electronic facsimile or other similar means of prepaid recorded communication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it was sent. "Business Day" shall mean any day which is not a Saturday or Sunday or a statutory holiday in the Province of Ontario.

17. ASSIGNMENT OF OPTION BY PUC TRANSMISSION

PUC Transmission shall have the right to assign all or any part of its interest in this Option Agreement and any or all rights, privileges and benefits accruing to PUC Transmission hereunder without the consent of the Owner prior to or on the Closing

Date. Upon and to the extent of such assignment, this Option Agreement shall thenceforth be construed as if originally made with such assignee or assignees instead of PUC Transmission and PUC Transmission shall, to the extent of such assignment, thereupon be relieved of all liabilities and obligations whatsoever arising out of this Option Agreement.

18. SURVIVAL OF REPRESENTATIONS

The parties hereto agree that any representations or covenants contained in this Option Agreement shall not merge on closing, but survive and continue in full force and effect thereafter, but only as to the accuracy of the representation or covenant as at the date of completion of this Option Agreement.

19. ENTIRE AGREEMENT

The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Option Agreement save as expressly set out in this Option Agreement and that this Option Agreement and all Schedules hereto constitute the entire agreement between the parties and may not be modified except as expressly agreed between the Owner and PUC Transmission in writing.

20. SEVERABILITY

Any provision or provisions of this Option Agreement is declared illegal or unenforceable, it or they shall be considered separate and severable from the Option Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

21. GOVERNING LAW

This Option Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. SUCCESSORS AND ASSIGNS

This Option Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors and permitted assigns.

23. EXECUTION AND DELIVERY

This Option Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitutes one agreement. To evidence the fact that it has executed this Option Agreement, a party may send a copy of its executed counterpart to all other parties by a delivery method set out in Section 16 herein (the "Transmission") and the signature transmitted by

such Transmission is deemed to be its original signature for all purposes.

24. PLANNING ACT

This Option Agreement is subject to the express condition that it is to be effective only if the provisions of the *Planning Act, R.S.O. 1990, c. P.13* and amendments thereto are complied with.

25. FURTHER ASSURANCES

The Owner covenants and agrees to execute, if necessary, at no further cost or condition to PUC Transmission such other instruments, plans and documents as may reasonably be required by PUC Transmission to effect the registration of the Easement or notice of this Option Agreement on title to the Lands.

26. SPOUSAL CONSENT

The Owner represents that, except to the extent such consent has been obtained, spousal consent to this transaction is not necessary and on closing will not be necessary under the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3.

27. AGE

The Owner represents that the Owner is at least 18 years of age.

28. INDEPENDENT LEGAL ADVICE AND REPRESENTATION

The Owner acknowledges that the Owner is entitled to consult with an independent solicitor of the Owner's choice prior to entering into this Agreement. Further, the Owner acknowledges that he/she may retain independent legal representation for the purposes of all matters arising in connection with this Agreement. In entering into this Agreement, the Owner acknowledges he/she has had the opportunity to seek independent legal advice, and either has done so or has chosen not to do so. PUC Transmission agrees to pay the Owner's reasonable legal costs in connection with such independent legal advice or representation.

SCHEDULE "C"
TRANSFER AND GRANT OF EASEMENT

Whereas the Transferor is the owner in fee simple and in possession of the Easement Lands (as hereinafter defined);

And Whereas the Transferee has erected, or is about to erect, certain Works (as more particularly described in paragraph 1(a) herein) in, through, under, over, across, along and upon the Easement Lands (as hereinafter defined);

1. The Transferor hereby grants and conveys to the Transferee, its successors and assigns, the rights and easement, free from all encumbrances and restrictions, the following unobstructed and exclusive rights, easements, rights-of-way, covenants, agreements and privileges in perpetuity (the **"Rights")** on, in, through, under, over across, along and upon that portion of the Lands of the Transferor described in the Properties Section of the Transfer Easement to which this Schedule is attached (the "**Easement Lands**") for the following purposes:

   (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain at all times on, in, through, under, over, across, along and upon the Easement Lands an electricity transmission system consisting of pole structures, towers, anchors, guys and braces and all such aboveground or underground lines, wires, cables, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by such system (all or any of which are herein individually or collectively called the "**Works**") as in the opinion of the Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time, or a related business venture.

   (b) To enter on and cut or prune, and to clear and keep clear, and remove all trees, branches, bush and shrubs and other obstructions and materials, over or upon the Easement Lands, and without limitation, to cut and remove all leaning or decayed trees located on the Lands whose proximity to the Works renders them liable to fall and come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.

   (c) To conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Easement Lands as the Transferee in its discretion considers requisite.

   (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Easement Lands as the Transferee may from time to time consider necessary.

   (e) Except for permitted paragraph 2(a) installations, to clear the Easement Lands and keep same clear of all buildings, structures, erections, installations, or other

obstructions of any nature (hereinafter collectively called the **"obstruction"**) whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Transferee, endanger its Works or any person or property or which may be likely to become a hazard to any Works of the Transferee or to any person or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.

(f) To enter on and exit by the Transferor's access routes and to pass and repass at all times on, in, over, along, upon and across the Easement Lands and so much of the Lands as is reasonably required, for Transferee, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of this easement subject to compensation afterwards for any crop or other physical damage only to the Lands or permitted structures sustained by the Transferor caused by the exercise of this right of entry and passageway.

(g) To remove, relocate and reconstruct the line on or under the Easement Lands subject to payment by the Transferee of additional compensation for any damage caused thereby.

2. The Transferor agrees that:

(a) It will not interfere with any Works established on or in the Easement Lands and shall not, without the Transferee's consent in writing erect or cause to be erected or permit in, under or upon the Easement Lands any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein. The Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the existing configuration, grade or elevation of the Easement Lands to be changed and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Easement Lands shall be done or made unless consent therefore in writing has been obtained from Transferee, provided however, that the Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of the Transferee, there is no danger or likelihood of danger to the Works of the Transferee or to any persons or property and the safe or serviceable operation of this easement by the Transferee is not interfered with, the Transferor may at its expense and with the prior written approval of the Transferee, construct and maintain roads, lanes walks, drains, sewers water pipes, oil and gas pipelines, fences (not to exceed 2 metres in height) and service cables on or under the Easement Lands (the **"Installation"**) or any portion thereof; provided that prior to commencing such Installation, the transferor shall give to the Transferee thirty (30) days' notice in writing thereof to enable the Transferee to have a representative present to inspect the proposed Installation during the performance of such work, and provided further that Transferor comply with all instructions given by such representative and that all such work shall be done to the reasonable satisfaction of such representative. In the event of any unauthorized interference aforesaid or contravention of this paragraph, or if any authorized interference, obstruction or Installation is not maintained in accordance with the Transferee's instructions or in

the Transferee's reasonable opinion, may subsequently interfere with the Rights granted herein, the Transferee may at the Transferor's expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, Installation or contravention complained of from the Easement Lands, without being liable for any damages cause thereby.

(b) notwithstanding any rule of law or equity, the Works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such Works are or may become annexed or affixed to the Easement Lands and shall at any time and from time to time be removable in whole or in part by Transferee.

(c) no other easement or permission will be transferred or granted and no encumbrances will be created over or in respect to the Easement Lands, prior to the registration of a Transfer of this grant of Rights.

(d) The Transferor will execute such further assurances of the Rights in respect of this grant of easement as may be requisite.

(e) The Rights hereby granted:

(i) shall be of the same force and effect to all intents and purposes as a covenant running with the Easement Lands; and

(ii) are declared hereby to be appurtenant to and for the benefit of the Works and undertaking of the Transferee described in paragraph 1(a).

3. The Transferee covenants and agrees to obtain at its sole cost and expense all necessary postponements and subordinations (in registrable form) from all current and future prior encumbrancers, postponing their respective rights, title and interest to the transfer of Easement herein so as to place such Rights and easement in first priority on title to the Easement Lands.

4. Except to the extent attributable to wilful or negligent acts of the Transferor or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, the Transferee will at all times indemnify and save harmless the Transferor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Transferor or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Transferor and the Transferee) directly or indirectly arising out of, resulting from or sustained by the reason of this easement or the Transferee's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, or the Transferee's use of other lands of the Transferor for any purpose whatsoever, including ingress to or egress from the Easement Lands, or any operation connected

with this easement, or any breach or non-performance by the Transferee of its covenants and obligations under this easement.

5. The Transferee agrees to maintain at all times a minimum of Five Million ($5,000,000.00) Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers of recognized responsibility.

6. There are no representations, covenants agreements, warranties and conditions in any way relating to the subject matter of this grant of Rights whether expressed or implied, collateral or otherwise except those set forth herein.

7. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

8. The burden and benefit of this transfer of Rights shall run with the Easement Lands and the Works and undertaking of the Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SCHEDULE "D"
ACKNOWLEDGEMENT AND DIRECTION

TO: PUC (Transmission) LP ("**PUC TRANSMISSION**")

AND TO: Spadafora Johnson Lepore LLP, PUC Transmission's Solicitors herein

AND TO: Any and all designees of the above

RE: Option Agreement dated March 25, 2024, (the "Option Agreement) and the Transfer and Grant of Easement in substantially the form attached as Schedule "C" to the Option Agreement (the "Easement Agreement")

This will confirm that:

- PUC Transmission and the Owner have reviewed the information set out in the Option Agreement and the draft document(s) attached to the Option Agreement, and that this information is accurate;
- You are authorized and directed to sign and register electronically on behalf of the undersigned the Option Agreement and the Easement Agreement as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the Option Agreement and the Easement Agreement as may be required to effect registration of such document including the insertion of a registerable legal description to describe the lands subject to the easement being granted pursuant to the Easement Agreement in the event one is not available at the time of execution of the Option Agreement; provided such amendments are non-material to the terms of the Option Agreement and the Easement Agreement and do not expand the description of the Easement Lands as described and/or illustrated in the Option Agreement in any material manner;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the Owner and PUC Transmission, and the Owner and PUC Transmission understand that each are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if each had signed these documents;
- You are directed to insert the names set forth in the signatory section of the Option Agreement as persons authorized (or other authorized signing officers of PUC Transmission) to act on behalf of PUC Transmission and the Owner, as applicable;
- The Owner acknowledges that Spadafora Johnson Lepore LLP has not met with them nor been engaged by them, is not entering into a solicitor-client relationship with them and is not representing them solely or jointly with PUC Transmission for the purposes of the preparation, negotiation, completion or registration of the Option Agreement or the Easement Agreement. Spadafora Johnson Lepore LLP will act in a limited capacity as agent for the undersigned

for the purposes of registering the Option Agreement and the Easement Agreement; and

- PUC Transmission and the Owner are in fact the parties named in the electronic documents described in this Acknowledgement and Direction and each has not misrepresented the identity of same to you.

Dated the 8th day of April, 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Name: Matthew Shoemaker
Title: Mayor

Per:_____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-43

AGREEMENT: A by-law to authorize the execution of the Agreement between the Sault Ste. Marie Region Conservation Authority, the City and The Corporation of the Township of Prince for the MOU Agreement for Program Services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 8, 2024 between the Sault Ste. Marie Region Conservation Authority, the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule “A” hereto. This Agreement is for the MOU Agreement for Program Services.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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AGREEMENT FOR SERVICES

THIS AGREEMENT dated this 8th day of April , 2024.

BETWEEN:

SAULT STE. MARIE REGION CONSERVATION AUTHORITY
(hereinafter called “Authority”)

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,
THE CORPORATION OF THE TOWNSHIP OF PRINCE
(Hereinafter called the “Members”)

OF THE SECOND PART

WHEREAS, pursuant to Ontario Regulation 686/21 Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

AND WHEREAS pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

AND WHEREAS the Conservation Authority is prepared to provide certain non-mandatory services to its Members;

AND WHEREAS the Members wish to avail themselves of these services and to pay the amount levied for the services;

NOW THEREFORE, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in Schedule ‘A’, which constitute the Category 1 and Category 2 Programs and Services.

2. The Members agree to be charged a levy for such services stated in Schedule ‘A’ under Category 1, to be apportioned, as determined annually by the Province of Ontario, among the Members.

3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to this Agreement agreed to by all parties.

4. The parties will maintain the current annual approval process for increasing the levy and budget.

5. The Members will continue to support the current Inventory of Programs and Services outlined in Schedule 'A' throughout the period of this Agreement.

6. This Agreement will be for a Term of four (4) years commencing on the date of the signature by the last of the parties and expiring on December 31, 2027.

7. This Agreement may be executed in any number of counterparts and by the parties hereto by separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts together shall constitute one and the same instrument.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2024.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Per:_____
Board Chair – Sandra Hollingsworth

Per:_____
General Manager, Secretary-Treasurer – Corrina Barrett

I/we have the authority to bind the Corporation

SIGNED SEALED AND DELIVERED THIS 8th DAY OF April , 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Mayor – Matthew Shoemaker

Per:_____
Clerk – Rachel Tyczinski

I/we have the authority to bind the Corporation.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2024.

THE CORPORATION OF THE TOWNSHIP OF PRINCE

Per:_____
Mayor –

Per:_____
Clerk –

I/we have the authority to bind the Corporation.

Schedule 'A'

Category 1: Mandatory Services: Natural Hazard Management Program: Flood and Erosion Safety Services

a) Preparedness

i) Flood and/or Erosion Risk Emergency response planning with municipalities
ii) Flood and/or Erosion risk mapping updates
iii) Administration of Development, Interference, Alteration Regulation in flood prone, shoreline, river valleys, dynamic beaches, wetlands, and watercourses
iv) Plan input and review support to municipalities regarding natural hazard policies and development applications

b) Monitoring

i) Year-round monitoring and data acquisition for river levels, snowpack, precipitation, and runoff potential
ii) Maintenance of all rainfall and streamflow monitoring equipment
iii) Development and maintenance of the flood forecasting warning program

c) Flood and Erosion Control Infrastructure: (Fort Creek Dam and Diversion Channels including Fort Creek, East Davignon, Clark Creek, Central Creek, Bennett/West Davignon)

i) Annual inspections
ii) Annual minor maintenance
iii) Major maintenance planning

d) Response

i) Provide flood and or erosion warnings and updates to municipalities regarding flood and or erosion events

Required Services: Ontario Regulation 686/21
Identification of Additional & or Enhanced Services to Meet Regulatory Requirements
1. Managing the risk posed by the natural hazards within their jurisdiction, including flooding, erosion, dynamic beaches, hazardous sites, hazardous lands, low water, or drought conditions. This program or service shall be designed to: Develop an awareness of areas important for the management of natural hazards (e.g., wetlands, rivers or streams, shoreline areas, unstable soils, etc.) Understand risks associated with natural hazards and how they will change as the climate warms Manage risks associated with natural hazards Promote public awareness of natural hazards ▪ SSMRCA will need to develop a more comprehensive communications, education, and outreach program to meet these regulatory requirements. Currently SSMRCA does not have the resources to provide a program to the extent required. ▪ SSMRCA will need to identify where we can find the expertise needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed. 2. Infrastructure: Operation, maintenance, repair and decommissioning of Flood and Erosion Control Structures: ▪ SSMRCA is required to develop an operational and asset management plan for the Fort Creek Dam by December 31, 2024 3. Review of applications and issuance of permits under section 28 and 28.0.1 of the Conservation Authorities Act, including associated enforcement activities ▪ SSMRCA will require some additional technical support for reviewing applications for development in flood and erosion prone areas along the St. Marys River from Gros Cap to Partridge Point.

Category 1: Mandatory Services: Conservation Authority Lands and Conservation Areas

Conservation Areas Services:

Includes the management, development, and protection of significant natural resource lands, features, and infrastructure on authority owned property. SSMRCA has five (5) conservation areas with a land area of 3,700 acres (1,513 hectares).

Service Components:

a) Management & Development of Authority Lands
- Build resiliency and demonstrate good resource management on five (5) Conservation areas ranging from day-use parklands, wetlands, and forest tracts

i) Lands and Infrastructure - inspections, maintenance, and enforcement
- Identification and removal of hazards to reduce liability
- Maintain essential infrastructure and dispose of surplus items
- Manage public use that is compatible with the land and enforcement of regulations.

ii) Water Control Structures - inspections, maintenance, and operations
- Operation of the Fort Creek Dam and flood control channels following regulatory requirements
- Develop and monitor funding agreements with municipalities where the dam and flood control channels are located for maintenance and major repairs

iii) Forest Management
- Implement activities identified in managed forest plans to improve forest health including harvesting, tree planting and monitoring of woodlots
- Remediation of invasive species and monitoring of disease and pests where possible

iv) Administration
- Development of policies and procedures for conservation area use

b) Land Acquisition:

i) Review land donations or purchases for conservation purposes
- Identify benefits and concerns for potential land acquisitions for members direction.

c) Leasing & Agreements on Authority Lands

i) Review agreements that are compatible with the land use
ii) Monitoring of agreements

Required Services: Ontario Regulation 686/21
Identification of Additional & or Enhanced Services to Meet Regulatory Requirements
1. A conservation area strategy, prepared on or before December 31, 2024, for all lands owned or controlled by the authority. The strategy will include: • Objectives to provide decision making on lands including acquisition and disposition. • An assessment of how lands owned may augment natural heritage and integrate with provincial, municipal, or publicly accessible lands and trails. 2. A land inventory, prepared on or before December 31, 2024, including: • Identification of all parcel details including historical information, location, and surveys • Designation of land use categories based on activities or other matters of significance related to the parcel. 3. Programs and services to ensure that the authority performs its duties, functions, and responsibilities to administer regulations made under section 29 of the Conservation Authorities Act. • Enforcement of Regulation 688/21: Rules of conduct in conservation areas. Enforcement will take place as capacity allows and may require additional help from partner municipalities to limit trespassing of un-authorized vehicles on conservation area lands.

Category 1: Provincial Water Quality & Quantity Monitoring	Required Services: Ontario Regulation 686/21
Services & Programs: Category 1: Mandatory Program	Identification of Additional & or Enhanced Services to Meet Regulatory Requirements
Monitoring and Reporting i) Provincial Water Quality Monitoring Network ii) Ground Water - Monitoring Network	Programs and services to support the authority's functions and responsibilities related to the development and implementation of a watershed-based resource management strategy on or before December 31, 2024.

Drinking Water Source Protection: Category 1: Mandatory Service	Additional Regulatory Requirements: Ontario Regulation 686/21
Services a) Governance - Leadership: • Sault Ste. Marie Source Protection Authority; Source Protection Committee • Maintenance of local source protection program, including issues management b) Communications: • Promote the local source protection program c) Program Implementation: • Ongoing support of local source protection program • Implementation of Source Protection Plan policies where applicable • Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered d) Technical Support: • Support the preparation of amendments to local assessment report and source protection plan to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems • Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ, to determine if assessment reports or source protection plans should	Additions or Enhancements needed to Existing Program No additional changes need to be made to existing services.

be revised. **Note: This program is currently funded by the Ministry of Environment, Conservation and Parks.**	

Category 1: Mandatory Services:	Required Services: Ontario Regulation 686/21
Enabling Services / General Operating Expenses:	Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
a) Governance & Leadership Responsibilities (SSMRCA) i) Setting Priorities & Policies ii) Financial Planning & Monitoring iii) Services and Project Development iv) Conservation Ontario Council & Committees v) Reporting to Member Municipalities b) Corporate Administration / Human Resources / Equipment i) Human Resources Planning and Administration ii) Workspace and Equipment Management iii) Records Retention and Management iv) Compliance with Legislation related to Employment, Health & Safety, Accessibility etc. c) Financial Services i) Bookkeeping, Investments, Banking, Financial Planning ii) Tangible Capital Asset Management iii) Management of Financial Agreements with External Funders d) Communications and Outreach i) Corporate communications strategy development and implementation e) Information Management and Geographic Information System i) Provide IT and GIS support	No additional requirements.

f) Vehicles, Equipment & Infrastructure: i) Provide & maintain vehicles and equipment ii) Maintain & upgrade buildings and related infrastructure	

Category 2: DWSP Education and Outreach Materials	Agreement: City of SSM, SSMRCA
City of Sault Ste. Marie	
- Carrying out Education and Outreach responsibilities for the DWSP Program on behalf of the municipality through service agreements.	The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP associated education and outreach materials. Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD

Category 2: DWSP Risk Management Official	Agreement: City of SSM, SSMRCA
City of Sault Ste. Marie	
- Carrying out Part IV duties of the Clean Water Act on behalf of the municipality through service agreements. - Designated through Council resolution to act as both the RMO and RMI. Role primarily covers RMI services, but also acting RMO when needed.	The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver DWSP Risk Management Official related duties. Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD

Category 2: Grass Cutting for City of SSM	Agreement: City of SSM, SSMRCA
City of Sault Ste. Marie	
- Carrying out grass cutting and maintenance activities as outlined in the agreement between the City of Sault Ste. Marie and the SSMRCA for the hills on Bruce Street and St. George's Avenue.	The City of Sault Ste. Marie has retained the services of the Sault Ste. Marie Region Conservation Authority to deliver grass cutting services as needed. Agreement between the City of Sault Ste. Marie and SSMRCA signed: TBD

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-44

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the Source Protection Plan Education and Outreach.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 8, 2024 between the City and Sault Ste. Marie Region Conservation Authority, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Source Protection Plan Education and Outreach.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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AGREEMENT FOR

Source Protection Education & Outreach Materials

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “Participating Municipality”)

– and –

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

(hereinafter referred to as the “Authority”)

Context:

The Sault Ste. Marie Region Source Protection Committee developed the Sault Ste. Marie Region Source Protection Plan to address drinking water threats associated with municipal drinking water systems. The Sault Ste. Marie Region Source Protection Plan was approved by the Minister of the Environment, Conservation and Parks on March 10, 2015, and the Plan came into effect on July 1, 2015.

Policy 4.2 of the Sault Ste. Marie Region Source Protection Plan requires the municipality to develop Education and Outreach Materials to educate people living in vulnerable areas where land use activities have the potential to result in significant drinking water threats. While education and outreach has been identified as a municipal responsibility in the Source Protection Plan, the municipality has the ability to delegate implementation to Conservation Authorities (or another third party).

Purpose:

The purpose of this Agreement is to establish a cooperative arrangement between the Participating Municipality and the Authority, whereby the Authority would deliver multi-year Education & Outreach Materials on behalf of the Participating Municipality to assist the Participating Municipality with meeting their requirements under the Sault Ste. Marie Region Source Protection Plan.

Roles and Responsibilities of the Authority:

The Authority will assist the Participating Municipality with their Source Protection Planning responsibilities by developing the Source Protection Education & Outreach Materials as set out in Schedule 1.

Roles and Responsibilities of the Participating Municipalities:

The Participating Municipality will assist with the Source Protection Education & Outreach Materials by:

- providing information in a timely manner to assist the Authority;
- attending meetings/workshops to provide feedback and input on material priorities and delivery;
- input and acceptance of the materials developed by the Authority.

Implementation:

a) This Agreement applies to source protection plan implementation within the entire geographic area of the Participating Municipality.
b) This Agreement is effective for a four-year term from January 1, 2024, through to December 31, 2027.
c) This Agreement may not be terminated prior to the end of the term unless such termination is agreed to in writing by all parties to the Agreement.
d) The Participating Municipalities and the Authority agree to share information and data where possible subject to all necessary data sharing agreements having been entered into.
e) The Authority will recover costs for printing materials under this Agreement, and will invoice the Participating Municipality annually, with payment due by April 30th of each year of the agreement.
f) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and

binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of , 2024.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Per:_____
Board Chair – Sandra Hollingsworth

Per:_____
General Manager, Secretary-Treasurer
– Corrina Barrett

I/we have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Mayor – Matthew Shoemaker

Per:_____
Clerk – Rachel Tyczinski

I/we have the authority to bind the Corporation

SCHEDULE 1
SOURCE PROTECTION EDUCATION & OUTREACH MATERIALS

Education and outreach is an ongoing obligation under the Source Protection Plan. It is important to remind landowners of the importance of protecting the municipal water sources on an ongoing basis. In addition, when land ownership changes, it is important to reach new landowners to educate them on any obligations they may have under the Source Protection Plan and increase their awareness of how actions on their property can impact the municipal water sources.

Strategic Goal
The goal of Sault Ste. Marie Region's Source Protection Education & Outreach Materials is to facilitate the protection of drinking water at the source through the successful implementation of the Sault Ste. Marie Region Source Protection Plan - Policy 4.2: Education and Outreach.

Objectives
The Education & Outreach Materials will focus on educating people living in vulnerable areas where land use activities have the potential to result in significant drinking water threats. Activities will focus on the following objectives:

Objective 1 - General Awareness
Increase general awareness of the overall Drinking Water Source Protection Program.

Objective 2 - Municipal Water System Customers
Increase awareness of municipal drinking water systems among all municipal water users, with a focus on where water comes from, how it is treated to ensure it is safe to drink, and the connection between land use practices and water quality.

Objective 3 - Best Management Practices
Facilitate best management practices on private properties by providing information and motivating behavioural changes regarding the 21 drinking water threats set out in the Sault Ste. Marie Region Source Protection Plan.

Approach
It is good practice with any education and outreach program to include a combination of strategies or methods to appeal to different audiences, in different ways, over time. Sault Ste. Marie Region Source Protection Education & Outreach Materials will include a variety of tasks and tactics, including:

- Ongoing update and development of outreach materials for significant drinking water threats, as needs arise
- Creation of promotional material (and associated updates)
- Ongoing updates and improvement to the Sault Ste. Marie Region Conservation Authority

website
- Provide information and links to municipalities for their website and their newsletters
- Make use of municipal opportunities for distribution of information
- Use of Sault Ste. Marie Region Conservation Authority social media (e.g. Facebook)
- Incorporation of Source Protection messaging at appropriate events (e.g., trade shows, municipality-hosted events upon request).
- A continued support system for the municipality and public for queries about Source Protection
- A continued support system for the Risk Management Official

Reporting

The Sault Ste. Marie Region Conservation Authority will report annually to the Source Protection Authority on the activities completed.

With any education and outreach initiative it is important to evaluate and/or assess what the audience has learned. The Sault Ste. Marie Region Conservation Authority, through its delivery of a Source Protection Education & Outreach Materials, will document information on the effectiveness of the education and outreach activities in collaboration with the municipality. This information will be made available for the municipality for use in any reporting on the actions taken to fulfill Policy 4.2: Education and Outreach.

Annual Costs

The Authority will be responsible for the development of the educational materials and will bear the cost of the materials development.

The Participating Municipality will be responsible for input and acceptance of the materials and will bear the cost of printing the materials. The Participating Municipality will be invoiced annually by the Authority for the cost of printing as needed at a rate of $0.30/page + HST for 2024. This fee will be increased by 2% annually for the duration of the agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-45

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for the Sault Ste. Marie Region Source Protection Plan enforcement in relation to the Risk Management Inspector role as an employee of Sault Ste. Marie Region Conservation Authority (SSMRCA).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 08, 2024 between the City and Sault Ste. Marie Region Conservation Authority, a copy of which is attached as Schedule “A” hereto. This Agreement is for Sault Ste. Marie Region Source Protection Plan enforcement in relation to the Risk Management Inspector role as an employee of Sault Ste. Marie Region Conservation Authority (SSMRCA).

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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RISK MANAGEMENT INSPECTOR (RISK MANAGEMENT OFFICIAL)

SERVICE AGREEMENT / MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Municipality")

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

("Conservation Authority" or “CA”)

Date: April 08, 2024

1. THE PURPOSE of this agreement is to:

This agreement only pertains to Sault Ste. Marie Region Source Protection Plan enforcement in relation to the Risk Management Inspector role as an employee of Sault Ste. Marie Region Conservation Authority (SSMRCA). As identified in the Clean Water Act, 2006 (CWA), Part IV, Section 47 the 'municipality' has the responsibility of enforcement through the Risk Management Official. The Risk Management Inspector (RMI) works with the Risk Management Official (RMO).

2. DEFINITIONS

In this document:

"Board"

The Board of Directors of SSMRCA and Source Protection Authority

"CWA"

Clean Water Act, 2006

"Risk Management Inspector" (RMI)

As per Clean Water Act, Part IV, Section 47 (6). Identified in Schedule 1.

"Risk Management Official" (RMO)

As per Clean Water Act, Part IV, Section 47 (6).

"Risk Management Plan" (RMP)

As per Clean Water Act, Part IV, Section 56 and Section 58.

"Sault Ste. Marie Region Source Protection Plan" (SPP)

As per the SPP effective July 1, 2015.

"Technical Review"

Assessing technical reports submitted by the proponents' consultants in terms of applicable and most recent technical guidelines and standards and the approved terms of reference; specifying modifications or additional technical studies required and conditions of acceptance; validating the technical methods used to determine potential environmental impacts, identifying the nature and extent of mitigation measures required; recommending modifications to or acceptance of the technical report.

3. RISK MANAGEMENT INSPECTOR ROLES AND RESPONSIBILITIES

a) The Municipality and the Conservation Authority agree that the RMI at the request of the RMO will provide comments/advice as to whether planning applications are consistent with the SPP for the following:

1. OP and ZBL comprehensive reviews and amendments
2. Plans of subdivision/condominium
3. Community Planning Permit System
4. Secondary Plans
5. Consents
6. Minor Variance
7. Site Plan Control
8. Part lot control
9. Site alteration by-laws

And review of any other planning applications or matters.

The RMI at the request of the RMO may also provide comments to the municipality:

i. Comments advising the municipality of the adequacy of technical environmental studies compared to the Municipality's Official Plan policy requirements and objectives;

ii. Comments on the need for technical reports, the adequacy with reference to relevant guidelines/standards, or related conditions of approval, including but not limited to such studies or plans as:
    i. Environmental Impact Studies and related natural heritage impact and mitigation measures;
    ii. ground water quantity and quality;
    iii. surface water quantity and quality.

iii. Report defining features and assess the long-term impact on vulnerable areas, water budget and changes to boundaries.

b) The Source Protection Authority will also provide comments to the municipality:

i. Comments assessing the adequacy of technical environmental studies in meeting SPP policy requirements and objectives;

ii. Review documents that assess impacts on the natural environment related to:

    i. vulnerable areas;
    i. well head protection area/zone;
    ii. intake protection area/zone;
    iii. drinking water threats as defined within SPP policies
    iv. ground water recharge areas;
    v. ground water quantity and quality;
    vi. surface water quantity and quality.

c) The RMO/RMI will utilize the shared CA / Municipal Geographical Information System (GIS) data related to the services provided in compliance with any applicable licensing agreements.

d) The RMI at the request of the RMO will respond to general inquiries from municipalities and applicants to participate in informal or formal pre-consultation meetings with applicants and the municipality (or provide written comments) and provide expert witness support to the municipality as necessary where the subject lands involve vulnerable areas, wellhead protection areas, intake protection areas and drinking water potential significant threats.

e) Where the RMI is in conflict between legislated responsibilities and the responsibilities of this agreement, the Municipality may seek third party opinions.

f) The RMI completion of training for certification/recertification of Property Entry and Risk Management Official/Risk Management Inspector with renewal every five (5) years. Including attendance of RMO/RMI forum or provincial meetings and development as required.

4. TERM OF THE AGREEMENT

a) The Municipality and the Conservation Authority agree:

1. The term of this Agreement shall be for a period of four (4) years from the date of execution by the Municipality and the Agreement shall be automatically extended for additional four (4) year term, on the same terms and conditions as contained herein at the discretion of the Municipality and the Conservation Authority, until terminated by any of the parties in accordance with subsection 4(b) herein.

2. That the Municipality and the Conservation Authority will review this Agreement, to consider changes in programs of the parties or changes in SPP Policies, at least six months prior to the expiry of each four (4) year term. The Municipality's CAO or Planning Department will monitor the agreement and its expiry.

b) Any party may terminate this Agreement at any time upon delivering three (3) months written notice of termination, by prepaid registered mail, to all of the other parties, which notice shall be deemed to be received on the third business day from the date of mailing.

c) Any notice to be given pursuant to this Agreement shall be delivered to the parties at the following address:

City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie ON P6A 5N1
Attention: Tom Vair, CAO

Sault Ste. Marie Region Source Protection Authority
c/o Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East, Sault Ste. Marie ON P6A 6J8
Attention: Corrina Barrett, General Manager

5. IMPLEMENTATION

a) The Municipality and the Conservation Authority agree that the RMI at the request of the RMO:

1. Will perform the RMO duties during the absence of the RMO as approved by City of Sault Ste. Marie council. (Schedule 1)
2. Will respond formally to written requests for comments on property involving the vulnerable areas, wellhead protection areas, intake protection zones and drinking water threats.
3. Will assist the RMO in the investigation of drinking water threats.
4. Will assist the RMO in the drafting, delivery and implementation of Risk Management Plans.
5. Will assist in the annual reporting for the RMO as per CWA.

b) The RMI will collect fees (invoicing where appropriate) for Formal Inquiry as per SSMRCA Fee Schedule (updated annually and available on the SSMRCA website) for formal responses to public/consultants (not municipal/governmental) planning/development inquiries.

c) Municipality/Public Utilities Commission (PUC) will ensure that funding for the position is included in any budget discussions.

6. SERVICE DELIVERY STANDARDS

a) The RMI and the Municipality shall mutually agree on timeframes for responding to planning document amendments and development applications in keeping with the requirements of legislated timelines and included in Schedule 2.

b) Where an application is complex, a pre-consultation meeting between the Municipality, RMO/RMI and applicant and their agents shall take place. Extensions to the agreed to timelines in Schedule 2, if necessary, should be discussed at the pre-consultation meeting.

c) Risk Management Plan (RMP) development and delivery as per CWA and related regulations.

7. CONSERVATION AUTHORITY FEES

a) The current schedule of fees is available on the SSMRCA website under PERMITS. The Formal Inquiry fee covers the investigation of the subject property, its interaction with the vulnerable areas, wellhead protection area, intake protection area and drinking water threats, a written response to the applicant and record keeping (filing, annual reporting).

b) Risk Management Inspector services (staff time) is charged to the municipality/ Public Utilities Commission (PUC) at an hourly rate, based on timesheet records (available upon request) with an activity summary, for 2024 the charge is $56.29/hour plus HST. This fee will be increased by 2% annually for the duration of the agreement.

SIGNED SEALED AND DELIVERED THIS 8TH DAY OF APRIL, 2024.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Per:_____
Board Chair – Sandra Hollingsworth

Per:_____
General Manager, Secretary-Treasurer – Corrina Barrett

I/we have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Mayor – Matthew Shoemaker

Per:_____
Clerk – Rachel Tyczinski

I/we have the authority to bind the Corporation

SCHEDULE 1

Risk Management Inspector – Employee of CA (current as of May 2019)

Marlene McKinnon appointed by City of Sault Ste. Marie Council, February 8, 2016 Council Minutes, item *6.8 – Sourcewater Protection – Risk Management Inspector Appointment; The report of the Planner was received by Council. Moved by: Councillor S. Myers; Seconded by: Councillor M. Bruni; Resolved that the report of the Planner dated 2016 02 08 concerning Sourcewater Protection – Risk Management Inspector Appointment be received and that Council appoint Marlene McKinnon as the Risk Management Inspector subject to completing the necessary training programs. Carried.*

Risk Management Official/Risk Management Inspector Training successfully completed March 10, 2016 (recertification expiry March 2026).

City of Sault Ste. Marie Council, September 25, 2017 Council Minutes – Resolved that all the items listed under the date 2017 09 25 – *Agenda item 6 – Resolution: Resolved that the report of the Director of Planning dated 2017 09 25 be received and that Council designate the Risk Management Inspector as the Risk Management Official, in the absence of the Risk Management Official. Moved By: Councillor J. Hupponen; Seconded By: Councillor L. Turco; Vote Type: Majority; Result: Carried.*

Property Entry training successfully completed November 2013, renewed November 2018 (expiry November 2023), renewed March 2024 (expiry March 2029).

SCHEDULE 2

Non-Statutory Development Application Review Timelines

The following table is an example which describes the non-statutory timeframes for development review applications that the parties will aim to achieve, broken down by certain major application types. Municipalities and RMI (CA) are to negotiate an appropriate timeframe for review of these applications as part of the MOU process.

APPLICATION TYPE	PRE-CONSULTATION	CIRCULATION (for pre-consultation, or after an application is deemed complete, or for any subsequent circulations)	COMMENTS AFTER FIRST CIRCULATION
Site specific Official Plan amendments	Meeting scheduled with all parties and the applicant within 21 calendar days of request[1]	Upper-tier municipality to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
Site specific local Official Plan Amendments	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
Site specific Zoning By-law Amendments	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 30 calendar days
Draft Plans of Subdivision or Condominium	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 45 calendar days
Site Plans	Same as above	Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 14 calendar days unless the local municipality agrees there is a specific issue that requires additional time to resolve
Consents and Minor Variances		Local municipality to circulate to all parties within 3 business days	Parties to provide comments within 10 calendar days

[1] To convene a pre-consultation meeting, the lead agency must have sufficient information from the applicant so that the parties can provide advice.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-46

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Region Conservation Authority for seasonal grass cutting activities.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 08, 2024 between the City and Sault Ste. Marie Region Conservation Authority, a copy of which is attached as Schedule “A” hereto. This Agreement is for seasonal grass cutting activities.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-46 SSMRCA Municipal Seasonal Grass Cutting.docx

MUNICIPAL SEASONAL GRASS CUTTING AGREEMENT

This Agreement made in duplicate this 8th day of April, 2024.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter referred to as the “City”

-And -

SAULT STE. MARIE REGION CONSERVATION AUTHORITY (SSMRCA)
Hereinafter referred to as the “Authority”

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. This Agreement shall be in effect for the period of four (4) years commencing on the date of signing. Both parties reserve the right to renew the Agreement after four (4) years.

2. The City gives its permission to the Authority to enter onto the lands described in (Bruce Street Hill as Figure ‘1’ and St. George’s Avenue Hill as Figure ‘2’) for the purpose of conducting seasonal grass cutting activities as described in Schedule ‘A’.

3. Without mutual consent, the parties shall not undertake any uses or operations on the affected lands that are not consistent with the seasonal grass cutting activities as described in Schedule ‘A’.

4. SSMRCA staff shall plan, supervise, authorize and implement seasonal grass cutting activities from April 1st to October 31st annually.

5. SSMRCA shall provide all equipment and supplies that are necessary to perform normal maintenance services to the above-mentioned properties.

6. On an annual basis, the Consultant’s Fees (for seasonal grass cutting services) shall be invoiced to the City. The invoicing is based on an annual rate (2024 rate: $119.69 per hour for grass cutting and $36.75 per hour for weed whacking) plus an overhead charge (50%) and HST. The annual rate will increase 5% each year for the duration of the agreement.

7. The City and the Authority each agree to indemnify and save harmless each other from and against all claims, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which either Party may suffer as a result of any act or omission of its employees, officers, or agents in the performance of

the Agreement.

8. Either party has the right to cancel or revoke this Agreement upon receiving written notice at least thirty (30) days in advance.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf,

SIGNED SEALED AND DELIVERED THIS 8TH DAY OF APRIL, 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Mayor – Matthew Shoemaker

Per:_____
Clerk – Rachel Tyczinski

I/we have the authority to bind the Corporation.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

Per:_____
Board Chair – Sandra Hollingsworth

Per:_____
General Manager, Secretary-Treasurer – Corrina Barrett

I/we have the authority to bind the Corporation.

MUNICIPAL SEASONAL GRASS CUTTING AGREEMENT

SCHEDULE ‘A’

During the active growing season of each year that the agreement is in force, the SSMRCA will perform the following duties on both the Bruce Street Hill (as outlined in Figure ‘1’) and the St. George’s Avenue Hill (as outlined in Figure ‘2’):

- All grassed areas will be mowed, on average, once every two weeks (will be dependent on the rate of grass growth).
- Each time the grass is mowed, all grass around immovable objects will be trimmed.
- Trees on the property will be trimmed as needed.

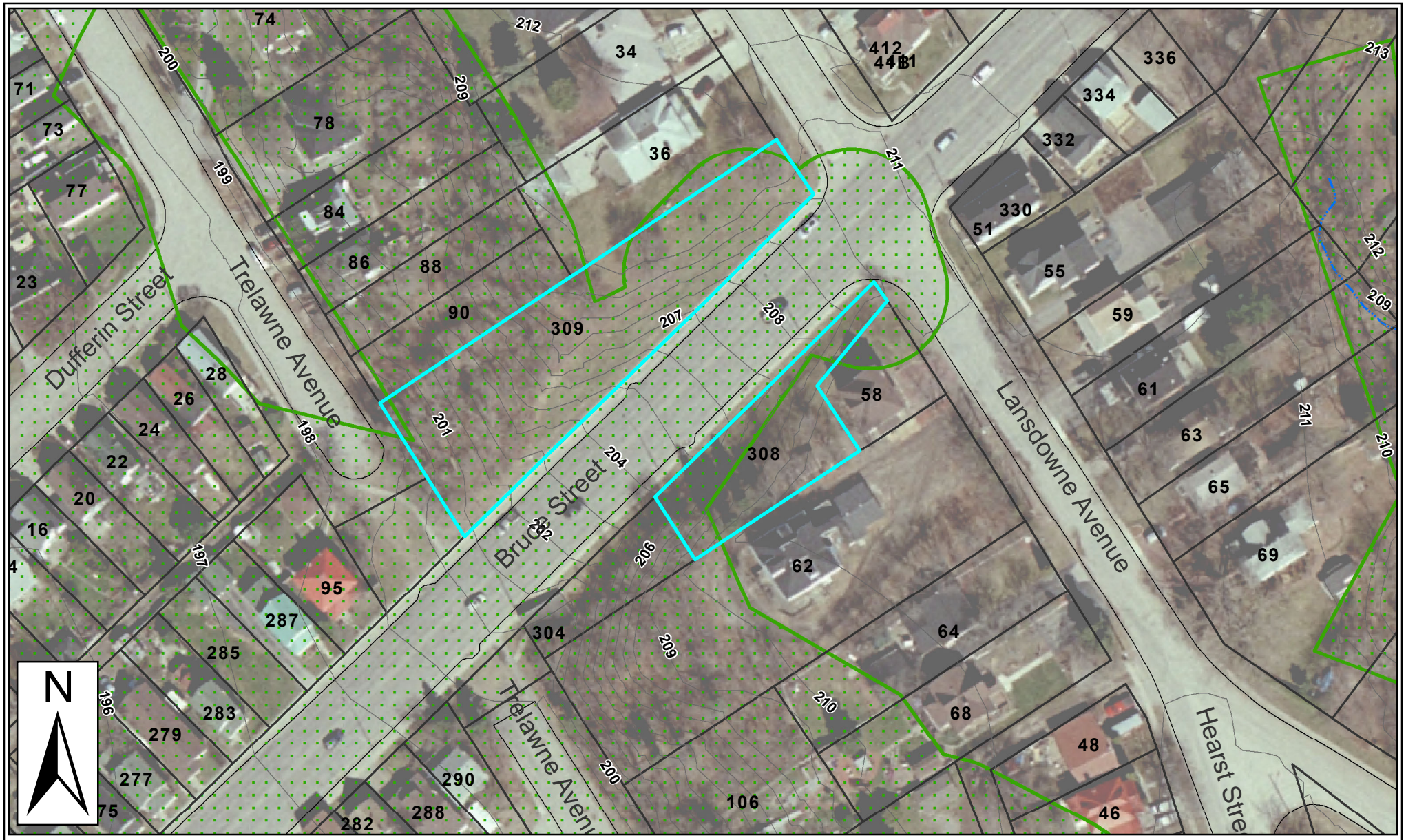


Figure 1

Highlighted Blue Slope Areas
SSMRCA Grass Cutting Contract with
City of Sault Ste. Marie

- Elevation
- Ont. Reg. 176/06 (V2020)
- Municipal Boundary
- ADM_Parcel_2023
- Constructed_Drainage
- FloodLine
- SSMRCA_Channel_Lines
- Creek
- Indefinite
- Intermittent
- Reservoir
- River
- Indefinite

0 25 50 m

SSMRCA

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ArcGIS 10.8.2 2023 -
Digital Base Mapping supplied by
City of Sault Ste. Marie
Planning Department and PUC.
Orthophoto 2012 (if shown).

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This map is illustrative only. Do not rely on it as being a precise indicator of boundaries, routes, location of features, or as a guide to navigation.

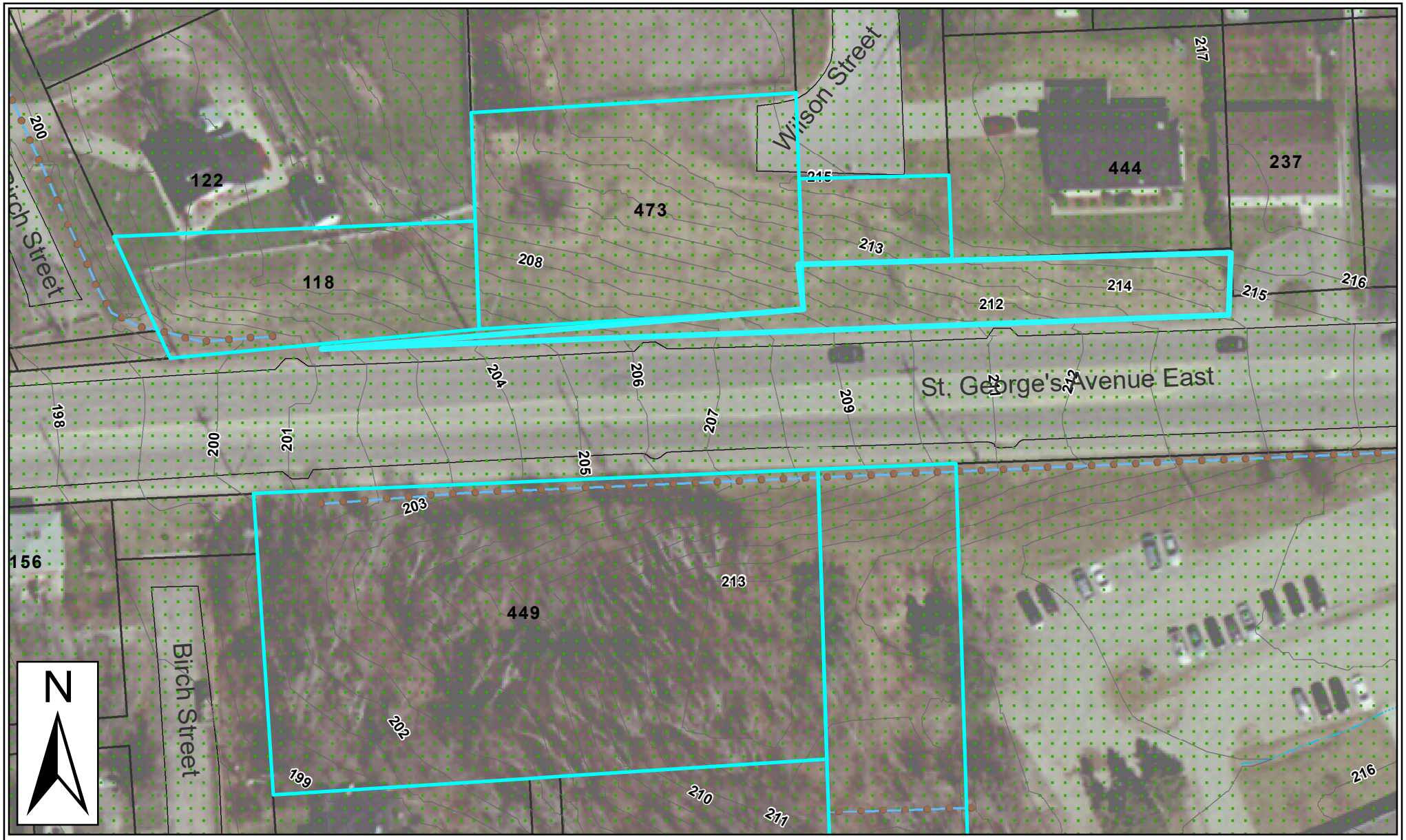


Figure 2

Highlighted Blue Slope Areas
SSMRCA Grass Cutting Contract with
City of Sault Ste. Marie

- Elevation
- Ont. Reg. 176/06 (V2020)
- Municipal Boundary
- ADM_Parcel_2023
- Constructed_Drainage
- FloodLine
- SSMRCA_Channel_Lines
- Creek
- Indefinite
- Intermittent
- Reservoir
- River
- Indefinite

0 15 30 m

SSMRCA

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ArcGIS 10.8.2 2023 -
Digital Base Mapping supplied by
City of Sault Ste. Marie
Planning Department and PUC.
Orthophoto 2012 (if shown).

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This map is illustrative only. Do not rely on it as being a precise indicator of boundaries, routes, location of features, or as a guide to navigation.

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2024-47

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 249 to the Official Plan for the City of Sault Ste. Marie.

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. 249 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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2024\Zoning Text By-law 2005-150\2024-47 OP amendment.docx

AMENDMENT NO. 249
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to Residential, Commercial and Institutional Policies of the Plan.

LOCATION

Applies to all Residential, Commercial and Institutionally designated lands.

BASIS

This Amendment is necessary in view of a request to permit residential development.

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:

"Special Exceptions"

163. Amend the Institutional Land Use Policies (Section 2.3.1) by adding the following new Policy (IN.2):

- Residential uses are supported on lands that are designated as Institutional on Land Use Schedule C of the Official Plan.

164. Repeal and replace Commercial Land Use Policy C.1 with the following:

- The conversion of existing vacant commercial space to residential uses is permitted without an amendment to this Plan, subject to the following:
    - Where existing buildings are proposed to be converted, ground floor residential uses are generally discouraged unless it can be demonstrated that ground floor dwelling units are designed to provide a residential aesthetic that is sympathetic to the surrounding commercial streetscape, with special regard for providing appropriate privacy for occupants. Ie. The removal of large storefront windows.
    - Where new buildings are proposed, ground floor residential uses are permitted, however the ground floor façade shall be designed to respond to the overall character of the area, by balancing a residential aesthetic with the surrounding commercial streetscape.

165. Amend the Residential Land Use Policies (Section 2.3.1) by adding the following new Policy (R.9):

- Where commercially zoned lands are located upon lots designated Residential, the conversion of existing vacant commercial space to residential uses is subject to the following:
    - Where existing buildings are proposed to be converted, ground floor residential uses are generally discouraged unless it can be demonstrated that ground floor dwelling units are designed to provide a residential aesthetic that is sympathetic to the surrounding commercial streetscape, with special regard for providing appropriate privacy for occupants. Ie. The removal of large storefront windows.
    - Where new buildings are proposed, ground floor residential uses are permitted, however the ground floor façade shall be designed to respond to the overall character of the area, by balancing a residential aesthetic with the surrounding commercial streetscape.

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. 2024-48

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning Gentle Density: Proposed Amendments to the Zoning By-law regarding Residential Development Regulations.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **BY-LAW 2005-150 AMENDED**
That the amendments attached as Schedule "A" to authorize and regulate Residential Development Regulations be accepted.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 249.

PASSED in Open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule A – Proposed Zoning Amendments

PROPOSED CHANGE

Amendment #1: Update Definitions and Terms.

- Repeal the following Sections: 1.1.8 (Accessory Use Second Units), 1.31 (Dwelling, Duplex), 1.33 (Dwelling, Semi-Detached), 1.34 (Dwelling, Single-Detached), and 1.35 (Dwelling, Triplex).
- Repeal the following terms from Zoning By-law 2005-150 entirely: "*Dwelling, Duplex*", "*Double Duplex, Dwelling", "Semi-Detached, Dwelling*", "*Single-Detached, Dwelling*", "*Triplex*", "*Multiple-Attached Dwelling*", and "*Apartment*".
- Amend the term "*Existing*" to read "*Legally Existing*" in Section 2 (Definitions), and replace the definition with the following wording "*Means that a building, use, yard, or lot was legally in existence on April 8, 2024*".
- Add "*Residential Structure*" as a new use in Section 1 (Permitted Uses Defined) and define it as: "*any building designed, used or intended to be used for residential occupancy and consisting of one or more dwelling units*".

Amendment #2: Repeal Regulations for Accessory Use Second Units.

- Repeal Section 4.15 (Regulations for Accessory Use Second Units).
- Repeal the definition and term for "Accessory Use Second Units" from Zoning By-law 2005-150 entirely.

Amendment #3: Rural Area Zone (RA).

- Repeal and replace Section 8.2.1 (General Provisions for All Rural Zones) with the following wording: "*Number of Dwellings Per Lot: Not more than two dwelling units are permitted on any lot in the rural zones*".
- Amend Section 8.5.1 (Permitted Uses in an RA Zone) by:
  - Repeal "*Accessory Use Second Units*" and "*Single Detached Dwelling*" as permitted uses.
  - Add "*Residential Structure*" containing up to 2 dwelling units as a new permitted use; and
- Repeal and replace "*Single-Detached Dwelling*" in Section 8.5.2 (Rural Area Zone Building and Use Regulations) with the following wording: "*Residential Structure containing up to 2 residential dwelling units*".

Amendment #4: Estate Residential Zone (R1).

- Repeal and replace "*Accessory Use Second Units*" and "*Single Detached Dwelling*" with "*Residential Structure containing up to 2 dwelling units*" in Section 9.5.1 (List of Permitted Uses).
- Amend Table 9.5.2 by reducing the rear yard setback from 10m to 1.2m for single-storey buildings located on properties that do not abut Lake Superior or St. Mary's River.

Amendment #5: Single-Detached Residential Zone (R2).

- Amend Zoning By-law 2005-150 by renaming the "*Single-Detached Residential Zone (R2)*" to the "*Gentle Density Residential Zone (R2)*", with a replaced introductory section to read: "*This zone is especially designed for the majority of the single detached neighbourhoods in Sault Ste. Marie. Zone regulations are aimed at promoting low-impact, modest, and incremental housing developments. Examples of such housing developments include the conversion of single-detached homes to create multi-unit dwellings and purpose built multiplexes*".
- Amend Section 9.6.1 (List of Permitted Uses) by:
  - Repeal and replace the statement "*Any Lot May Be Used For One Of The Following Permitted Uses*" with the following wording: "*Permitted Uses*".
  - Repeal "*Accessory Use Second Units*", and "*Single Detached Dwelling*" as permitted uses.
  - Add "*Residential Structure*" as a new permitted use.
- Repeal and replace Section 9.6.2 (Single Detached Residential Zone Building Regulation table) with Appendix A table (Gentle Density Residential Zone Building Regulations).
- Amend Section 9.6 (Single Detached Residential Zone) by adding the following new regulation for Residential Structures: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #6: Low Density Residential Zone (R3).

- Amend Section 9.7.1 (List of Permitted Uses) by:
  - Repeal and replace the statement "*Any Lot May Be Used For One Of The Following Permitted Uses*" with the following wording: "*Permitted Uses*".
  - Repeal "*Accessory Use Second Units*", "*Single Detached Dwelling*", "*Semi-Detached Dwelling*", "*Duplex Dwelling*", "Triplex", and "*Multiple-Attached Dwelling*" as permitted uses.
  - Repeal the statement "*subject to site plan control*" for Multiple-Attached Dwellings.
  - Add "*Residential Structure*" as a new permitted uses.
- Amend Section 9.7 by adding the following new regulation for Residential Structures: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".
- Repeal and replace Section 9.7.2 (Low Density Zone Building Regulation table) with Appendix B table (Amended Low Density Zone Building Regulations).
- Repeal the introductory section of Section 9.7 by deleting the following sentence: "This is the first zone where dwellings of greater density than single detached are permitted".

Schedule A – Proposed Zoning Amendments

Amendment #7: Medium Density Residential Zone (R4).

- Amend Section 9.8.1 (List of Permitted Uses) by:
  - Repeal and replace the statement "*Any Lot May Be Used For One Of The Following Permitted Uses*" with the following wording: "*Permitted Uses*".
  - Repeal "*Accessory Use Second Units*", "*Semi-Detached Dwelling*", "*Duplex Dwelling*", "*Triplex Dwelling*", "*Multiple-Attached Dwelling*" and "*Apartments*" as permitted uses.
  - Repeal the statement "*subject to site plan control*" for Multiple-Attached Dwellings and Apartments.
  - Add "*Residential Structure*" containing at least 2 dwelling units as a new permitted use.
- Amend Section 9.8 by adding the following new regulation for Residential Structures: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control".*
- Repeal and replace Section 9.8.2 (Medium Density Residential Zone Building Regulations table) with Appendix C table (Amended Medium Density Residential Zone Building Regulations).

Amendment #8: High Density Residential Zone (R5).

- Amend Section 9.9.1 (List of Permitted Uses) by:
  - Repeal and replace the statement "*Any Lot May Be Used For One Of The Following Permitted Uses*" with the following wording: "*Permitted Uses*".
  - Repeal "*Accessory Use Second Units*", "*Multiple-Attached Dwelling*", and "*Apartments*" as permitted uses.
  - Repeal the statement "*subject to site plan control*" for Multiple-Attached Dwellings and Apartments.
  - Add "*Residential Structure containing no less than 4 dwelling units*" as a new permitted use.
- Amend Section 9.9 by adding the following new regulation for Residential Structures: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".
- Amend Section 9.9.2 (High Density Residential Zone Building Regulations) by adding the following building regulations: "*Required front yard and exterior side yard landscaping: 50% minimum*".

Amendment #9: Institutional Zone (I).

- Amend Section 11.1 (List of Permitted Uses) by
  - Add "*Residential Structure*" as a new permitted use, subject to the R3 Zone (Appendix B).
- Amend Section 11 by adding the following new regulations:
  - "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".
  - "*Residential development on Institutional Zoned lands are subject to R1 Zone (Estate Residential) regulations if located outside of the Urban Settlement Area boundary*".

Amendment #10: Traditional Commercial Zone (C1).

- Amend Section 13.1.1 (List of Permitted Uses) by:
  - Repeal "*Single Detached Dwelling*", "*Semi-Detached Dwelling*", and "*Duplexes and Triplexes*", "*Multiple-Attached Dwellings*", and "*Apartments*".
  - Add "*Residential Structures*" as a new permitted use, subject to C1 building regulations.
  - Amend Table 13.1.2 (Traditional Commercial Zone Building Regulations) by increasing the *maximum building height* from 2 storeys to 3 storeys for all permitted uses.
- Amend Section 13 by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #11: Central Commercial Zone (C2).

- Amend Section 13.2.1(List of Permitted Uses) by :
  - Repeal the use "*Residential Dwellings – with no dwelling units on the ground floor*".
  - Add "*Residential Structures*" as a new permitted use, subject to C2 building regulations and subject to the following provisions: "*ground floor residential uses not permitted within legally existing buildings. Residential uses not subject to height restrictions*".
- Amend Section 13.2 (Central Commercial Zone C2) by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #12: Commercial Transitional Zone (CT2).

- Amend Section 13.3.1 (List of Permitted Uses) by:
  - Repeal "*Single Detached Dwelling*", "*Semi-Detached Dwelling*", and "*Duplexes and Triplexes*", "*Multiple-Attached Dwellings*", and "*Apartments*".
  - Add "*Residential Structures*" as a new permitted use, subject to CT2 building regulations.
- Amend Table 13.3.2 (Commercial Transitional Zone Building Regulations) by increasing the *maximum building height* from 12 meters to 3 storeys for all permitted uses.
- Amend Section 13.3 by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #13: Riverfront Zone (C3).

- Amend Section 13.4.1 (List of Permitted Uses) by:
  - Repeal "*Multiple-Attached Dwellings*", and "*Apartment Dwellings*" as permitted uses.
  - Add "*Residential Structures containing no less than 3 dwelling units*" as a new permitted use, subject to C3 building regulations.

- Amend Section 13.4 by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #14: General Commercial Zone (C4).

- Amend Section 13.5.1 (List of Permitted Uses) by:
  - Repeal "*Residential dwellings*" as a permitted use.
  - Replace the Residential Dwelling clause from "*with no dwelling units on the ground floor*" to "*with no dwelling units on the ground floor if located within a legally existing building*"
  - Add "*Residential Structures containing no less than 3 dwelling units*" as a new permitted use, subject to C4 building regulations.
- Amend Section 13.5 by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #15: Shopping Centre Zone (C5).

- Amend Section 13.6.1 (List of Permitted Uses) by:
  - Add "*Residential Structures containing no less than 4 dwelling units*" as a new permitted use, subject to C5 building regulations and subject to the following provision: "*ground floor residential uses not permitted within legally existing buildings*".
- Amend Section 13.6 (Shopping Centre Zone C5 Introduction) by replacing the statement "*Shopping centres shall have a minimum gross floor area of 10,000m^2*" with "*Retail centres must maintain a minimum gross floor area of 10,000 square meters, except in the case of residential developments where this requirement does not apply.*"
- Amend Section 13.6 by adding the following new regulation: "*Lots that are proposed to have 11 or more dwelling units are subject to site plan control*".

Amendment #16: Residential Parking and Loading Requirements.

- Amend table 5.7 (Minimum Parking Requirements For All Permitted Uses) by reducing the number of required parking spaces for Residential Uses from 1.25 spaces to 1 space per dwelling unit.
- Amend Section 5.5.3 (Required Barrier-Free Parking Spaces for Residential Uses) by increasing the minimum number of required barrier-free parking spaces for residential uses from 6% to 8% of the total required parking spaces.
- Amend Section 5.6 (Stacked Spaces For Drive Through Facilities, Car Washes, and Designated Employee Parking) by adding in the following clause: "*Up to two required parking spaces may be located in a stacked parking configuration within a driveway for residential developments of no more than 4 units*".
- Amend Section 6.2.1 (Dimensions of Loading Spaces) by reducing the required length of a loading space from 20 metres to 10 meters for residential uses only.

Amendment #17: Miscellaneous.

- Repeal Section 9.4.2 (Additional Regulations in all Residential Zones, One Dwelling Unit per Lot).
- Repeal Section 9.4.4 (Multiple and Semi-Detached Lots).
- Repeal Section 9.7.3.3 (Semi-Detached Dwellings), 9.7.3.4 (Interior Side Yards and Common Walls), 9.8.3.1 (Semi-Detached Dwellings) and 9.8.3.2 (Interior Side Yards and Common Walls).
- Repeal section 9.7.3.4 (Interior Side Yards and Common Walls).
- Repeal section 9.8.3.2 (Interior Side Yards and Common Walls).
- Amend Section 4.11 (Non-Conforming Buildings, Structures, and Lots) by adding the following new subsection to read: "*Front and Exterior Side Yard Landscaping Exemption: Lots located in the defined "Downtown" are exempt from the regulation that requires 50% of the required front and exterior yard to be landscaped".*
- Amend Section 4.11.1 (Existing Non-Conforming Lots) by replacing the text with the following: "*Legally existing Lots that lack the required frontage and/or area as set out in this Bylaw, may be built upon so long as all other regulations in this By-law are adhered to.*"
- Amend Section 4.12.2 (Severance Of Attached Dwellings Permitted) by replacing the text with the following:
  - The severance of dwelling units within a pair or a row of attached dwellings will be deemed to conform to the following, so long as the building was in conformity to the zoning by-law at the time of its construction:
    - The required building setbacks.
    - The required lot frontage.
    - The required lot area.
- Amend Section 4 (General Provisions for All Zones) by adding the following new clauses:
  - *Interior Side Yards and Common Walls: Within the R2, R3, R4 and R5 zone, where dwelling units share a common wall, no interior side yard is required between the dwelling units that share such a common wall.*
- Amend Section 4 (General Provisions for All Zones) by adding the following new clauses:
  - *Frontage Requirements When Severing Attached Residential Structures: Within the R2, R3, R4 and R5 zone, where a series of two or more attached dwellings (i.e. semis, townhomes) are proposed to be constructed in a line or a row, with each unit having a shared wall, the minimum frontage requirements will be 8 metres plus any required side yard setback.*
- Amend Section 13.4.2 (Riverfront Zone C3 Building Regulations) by replacing the text: "*Setback from Bay Street*" with "*Front Yard Setback*".

Schedule A – Proposed Zoning Amendments

- Amend Section 2 (Definitions) by adding the following new term, definition and map illustration as found on Appendix D: "*Urban Settlement Area: The boundary marking the limit between the urban growth areas and other areas such as rural and resource areas where urban growth is not encourage"*.
- Repeal the following tables from Zoning By-law 2005-150: Tables 1, 10, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

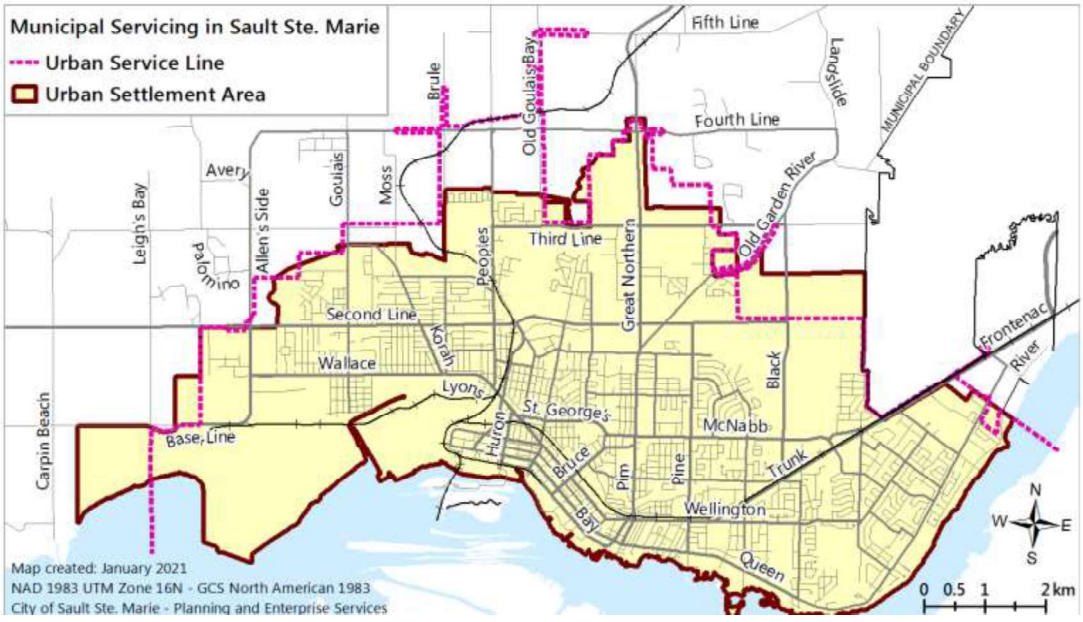
Appendix A – Gentle Density Residential Zone (R2) *(formerly Amended Single-Detached Residential Zone (R2)*		
Standards (Minimum, unless otherwise noted)	R2 lots that abut Lake Superior and St. Mary's River	All other R2 lots
Lot Area	650m^2	550m^2
Frontage	18m	15m
Front yard	7.5m	7.5m
Exterior side yard	4m	4m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys
The other interior side yard*	3.5m	3m
Rear yard Setback	15m from rear lot line	10m
Maximum Building Height *(Height in rear yard setback)*	2 storeys (1 storey)	2 storeys (1 storey)
Maximum Lot Coverage	40%	40%
Landscaped Open Space	n/a	n/a
Required Front and Exterior Yard Landscaping	50%	50%
Distance from any other building	1 metre	1 metre
Minimum Number of Dwelling Units	N/A	N/A

Appendix B - Amended Low Density Residential Zone (R3)			
Standards (Minimum, unless otherwise noted)	1 Storey	2 Storeys	3 Stories
Lot Area *(In the downtown)*	460m^2 (279m^2)	460m^2	N/A
Frontage *(In the downtown)*	14m (9m)	18m	23m
Front yard *(In the downtown)*	7.5m (7.5m)	7.5m	7.5m
Exterior side yard	4m	4.5m	7.5m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey, 1.8m for 2 storeys	5m
The other interior side yard*	3m	3m	5m
Rear yard *(Rear yard setback for a 1-storey bldg)*	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Lot Coverage *(In the downtown)*	40% (60%)	40% (60%)	30% (60%)
Landscaped Open Space	N/A	N/A	30%
Required Front and Exterior Yard Landscaping *(Downtown)*	50% (Legally existing lots in the Downtown are exempt from this requirement)	50% (Legally existing lots in the Downtown are exempt from this requirement)	50% (Legally existing lots in the Downtown are exempt from this requirement)
Distance from any other building	1 metre	1 metre	1 metre
Minimum Number of Dwelling Units	N/A	N/A	N/A

Schedule A – Proposed Zoning Amendments

Appendix C – Amended Medium Density Residential Zone (R4)				
Standards (Minimum, unless otherwise noted)	1 Storey	2 Storey	3	4 to 5 or More Stories
Lot Area	460m^2 (279m^2)	460m^2	N/A	N/A
Frontage	14m (9m)	18m	23m	23m
Front yard	7.5m (7.5m)	7.5m	7.5m	7.5m
Exterior side yard	4m	4.5m	7.5m	7.5m
Interior side yard	1.2m for 1 storey 1.8m for 2 storeys	1.2m for 1 storey, 1.8m for 2 storeys	5m	7.5m
The other interior side yard*	3m	3m	5m	7.5m
Rear yard *(Rear yard setback for a 1-storey bldg)*	10m (1.2m)	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Lot Coverage	40% (60%)	40% (60%)	30% (60%)	30%
Landscaped Open Space	N/A	N/A	30%	30%
Required Front and Exterior Yard Landscaping	50% (Legally existing lots in the Downtown are exempt from this requirement)	50% (Legally existing lots in the Downtown are exempt from this requirement)	50% (Legally existing lots in the Downtown are exempt from this requirement)	50%
Distance from any other building	1 metre	1 metre	1 metre	1 metre
Minimum Number of Dwelling Units	2	2	2	2

Appendix D – Urban Settlement Area



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-49

To Adopt Optional Tools for the Purposes of Administering Limits for the Commercial and Industrial Property Classes.

WHEREAS the Corporation of The City of Sault Ste. Marie (hereinafter referred to as "the Municipality") may in accordance with s. 329.1 of the *Municipal Act, 2001,* S.0. 2001 c.25, as amended (hereinafter referred to as "the Act"), and *Ontario Regulation 73/03*, as made and amended under the Act, modify the provisions and limits set out in Part IX of the Act, with respect to the calculation of taxes for municipal and education purposes for properties in the Commercial and Industrial Property Classes;

AND WHEREAS this By-Law shall only apply to properties in the Broad Commercial and Industrial property classes to which Part IX of the Act applies;

AND WHEREAS for the purposes of this By-Law the Commercial Property Classes shall be considered a single property class and the Industrial Property Classes shall be also be deemed to be a single property class;

AND WHEREAS "uncapped taxes" means the taxes for municipal and education purposes that would be levied for the taxation year but for the application of Part IX of the Act;

AND WHEREAS "capped taxes" means the taxes for municipal and education purposes that would be levied for the taxation year as a result of the application of Part IX of the Act;

AND WHEREAS Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not apply to any property in the Commercial class, and to any property in the Industrial class if, in the previous taxation year, the taxes for each property in the Commercial class and Industrial class, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year, and a by-law under this section applies to the taxation year in which it is passed and to subsequent taxation years;

AND WHEREAS the Council may pass a By-Law to apply any one or any combination of the following options to a Property Tax Class subject to Part IX of the Act:

a) Set the annual cap of the previous year's capped taxes at a maximum of 10% of the previous year's capped taxes; and/or,
b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year's annualized CVA tax; and/or,
c) Establish a capping adjustment threshold of up to $500 for increasing properties, decreasing properties or both, whereby no capping adjustments less than the threshold amount would be applied; and/or,
d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year; and/or,

e) Exempt properties from the capping calculation where the previous year's capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current years CVA taxes, or vice-versa.
f) Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

AND WHEREAS the Council has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial and Industrial property classes;

AND WHEREAS Ontario Regulation 73/03, provides that a municipality may pass a by-law, to phase out the application of Part IX of the *Municipal Act, 2001* to any or all Property Tax Classes it applies to, providing that the amount of taxes for municipal and education purposes for the previous taxation year under subsection 329 (1) of the Act were equal to or greater than 50 per cent of the uncapped taxes for all properties in that Property Tax Class for the taxation year, as shown on the final tax bill for the taxation;

AND WHEREAS the Commercial class qualifies to be phased out of Part IX of the *Municipal Act, 2001,* commencing in 2022 over the next four years; and the Industrial class qualifies to be phased out of Part IX of the *Municipal Act, 2001*, commencing in 2024 over the next four years;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE MARIE HEREBY ENACTS as follows:

1. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Commercial and Industrial Property Classes for the 2024 taxation year.

2. **AND THAT**
   (i) In determining the amount of taxes for municipal and education purposes for 2023 under s. 329(1) of the Act and the amount of the tenant's cap under s. 332(5) of the Act, the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of s. 329(1) of the Act, and the increasing amount under paragraph 2 of s. 332(5) of the Act:
      (a) The percentage set out in s. 329(1)2 of the Act and s. 332(5)2 of the Act shall be ten per cent (10%) for Commercial and Industrial Property Classes, and
      (b) The amount of the uncapped taxes for the previous year multiplied by ten per cent (10%) for Commercial and Industrial Property Classes;

   (ii) The amount of the taxes for municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and education purposes for the property for the taxation year as determined under s. 329 of the Act, as modified under s. 329.1 of the Act and this By-Law, by five hundred dollars ($500.00) or less for properties in the Commercial and Industrial Classes.

(iii) The amount of the taxes for Municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for Municipal and education purposes for the property for the taxation year as determined under s. 330 of the Act, as modified under section s. 329.1 of the Act and this By-Law exceed the uncapped taxes, by five hundred dollars ($500.00) or less for properties in the Commercial and Industrial Property Classes.

3. **AND THAT** paragraphs 1, 2, and 3, of s. 8.0.2 (2) of *Ontario Regulation 73/03* shall apply to the Commercial and Industrial Property Classes for 2024.

4. **AND THAT** properties in the Commercial and Industrial Property Classes that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2024 taxation year:
   (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.
   (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
   (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.

5. **AND THAT** the Commercial class be entered into the third year of the phase out of the application and the Industrial class be entered into the first year of the phase out of Part IX of the *Municipal Act, 2001.*

6. **AND THAT** By-law 2023-63 is hereby repealed.

7. **AND THAT** this by-law shall be effective as of January 1st, 2024

PASSED in open Council this 8th day of April 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-50

TAXES: (T1.2(2)) A by-law to provide for 2024 final tax billing.

WHEREAS the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, provides that the council of a local municipality, may pass a by-law levying amounts on the assessment of property in the local municipality ratable 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 levy on the assessment of property in this municipality;

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. 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.

3. The provisions of this by-law apply in the event that assessment is added for the year 2024 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

4. 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 (1¼%) of the amount in default on the first day after the due date and the first day of each calendar month during which the default continues, but not after the end of 2024.

5. Following December 31, 2024, interest charges of one and one-quarter percent (1¼%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.

6. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
   6.1 One-half (1/2) thereof on the 5th day of July, 2024.

6.2 One-half (1/2) thereof on the 5th day of September, 2024.

7. 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.

8. 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*.

9. 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 4 and 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.

10. 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.

11. 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.

12. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this day of April 8, 2024.

MAYOR - MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-51

TAXES: A by-law to provide for the adoption of tax ratios.

WHEREAS Section 308 of the *Municipal Act*, 2001, as amended provides that the council of a local municipality shall pass a by-law to establish tax ratios for the 2024 Taxation Year.

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

1. **SCHEDULE "A"**

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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CITY OF SAULT STE MARIE
2024 TAX RATIOS

Schedule A

Residential	1.000000
Multi-Residential	1.082000
Multi-Residential New Construction	1.082000
Commpercial Occupied	1.973194
Commercial New Construction	1.973194
Commercial Excess Land	1.381236
Commercial-Small On-Farm Business	1.973194
Shopping Centres	2.094675
Shopping Centres-New Construction	2.094675
Shopping Centres-Excess Land	1.466273
Office Building	2.743080
Office Building-New Construction	2.743080
Office Building-Excess Land	1.920156
Parking Lots & Commercial Vacant Land	1.458839
Industrial Occupied	4.243835
Industrial-New Construction	4.243835
Industrial-Excess Land	2.758493
Industrial-Vacant Land	2.758493
Industrial-Small On-Farm Business	4.243835
Large Industrial	7.537165
Large Industrial-Excess Land	4.899157
Landfills	1.884024
Pipelines	2.093910
Farmland	0.250000
Managed Forests	0.250000

THE CORPORATION OF THE CITY OF SAULT STE MARIE

TAX RATE (LEVY) BY-LAW FOR 2024

BY-LAW 2024-52

TAXES: A by-law to provide for the adoption of property tax rates for 2024.

WHEREAS Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

WHEREAS the 2024 municipal tax levy for all purposes including debenture principal and interest payments has been set at $140,806,887 comprised of $134,441,565 for the overall (rural) area and an additional $6,365,322 for the urban area only including debenture principal and interest payments specific to the special area;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby **ENACTS** the tax rates for municipal purposes as set out in Schedule "A" hereto annexed, and forming part of this by-law.

1. **SCHEDULE "A"**

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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CITY OF SAULT STE. MARIE
2024 PROPERTY TAX RATES

Schedule A

URBAN AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01636136
Multi-Residential-New Construction	MT/NT	0.01770299
Commercial Occupied-New Construction	CT/CH/XT/XH	0.03173563
Commercial-New Construction-Excess Land	CU/XU	0.02221494
Commercial-Vacant Land-Parking Lots	CX/GT	0.02346307
General Rate Only (International Bridge Plaza)	CM	0.03173563
Shopping Centres Occupied-New Construction	ST/ZT	0.03368946
Shopping Centres-Excess Land	SU	0.02358262
Office Buildings Occupied-New Construction	DT/YH	0.04411799
Office Building-Excess Land	DU	0.03088259
Industrial Occupied-New Construction	IT/IH/JT	0.06825521
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.04436589
Large Industrial-Occupied	LT	0.12122308
Large Industrial-Excess Land	LU	0.07879500
Landfills	HT	0.03082519
Pipeline	PT	0.03425922
Farm-Managed Forests	FT/TT	0.00409034

RURAL AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01553792
Multi-Residential-New Construction	MT/NT	0.01681203
Commercial Occupied-New Construction	CT/CH/XT/XH	0.03011082
Commercial-New Construction-Excess Land	CU/XU	0.02107758
Commercial-Vacant Land-Parking Lots	CX/GT	0.02226180
Shopping Centres Occupied-New Construction	ST/ZT	0.03196462
Shopping Centres-Excess Land	SU	0.02237523
Office Buildings Occupied-New Construction	DT/YH	0.04185923
Office Building-Excess Land	DU	0.02930146
Industrial Occupied-New Construction	IT/IH/JT	0.06476067
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.04209444
Large Industrial-Occupied	LT	0.11501668
Large Industrial-Excess Land	LU	0.07476084
Landfills	HT	0.02927381
Pipeline	PT	0.03253501
Farm-Managed Forests	FT/TT	0.00388448

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-53

DELEGATED AUTHORITY – FACILITY USE AGREEMENTS: A by-law to amend by-law 2020-139 as it pertains to a facility use agreement.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW 2020-139 AMENDED**

By-law 2020-139 is amended by deleting Schedule "C" and inserting the Schedule "C" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

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Signing Authorized by BY-LAW 2020-139

THIS AGREEMENT made in duplicate the ___ day of _____, **20__**

B E T W E E N:

The Corporation of the City of Sault Ste. Marie

hereinafter called the "City"

- and - **_____**

hereinafter called the "Contract Holder"

for the purpose of _____
hereinafter called the “Event”

WHEREAS the City and the Contract Holder have come to an agreement in respect to the use by the Contract Holder of the **_____,** located at **_____,** Sault Ste. Marie, ON**;**

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

General

1. The City, in consideration of the fees and covenants hereinafter expressed, hereby grants a Permit to the Contract Holder for the use of the **_____ (“Venue”)** for the Term commencing at: _____ and terminating at: _____.

2. The City’s Director of Community Services (“Director”) is authorized to give and receive all notices on behalf of the City. Notice to the Contract Holder may be given by mailing to its address as shown herein, or to the agent herein designated:

3. Contract Holder's/Agent's Address: _____
   c/o Name
   Address
   City, State/Province
   Zip Code/Postal Code

4. The Contract Holder hereby agrees to make no changes in the building or grounds of the Venue without the prior consent of the City.

5. The Contract Holder agrees to take all precautions to protect the floor of the Venue, and to plank same for heavy weights, if in the opinion of the City’s Manager of Community Arenas it is necessary, and to supply earth, sawdust, or any other material necessary and to remove same and restore the Venue to a condition satisfactory to the Manager of Community Arenas, all at the expense of the

User Group.

6. During the period above-mentioned, the Contract Holder shall have the use of the said Venue and such use and occupation shall not be sole and exclusive but subject to the use by the City to provide the necessary services connected with the heating and safety of the Venue as well as to traffic to and from offices during normal business hours, provided, however, that such other use(s) do not unreasonably interfere with Contract Holder's Event.

7. The Contract Holder shall take out and keep in force during the term hereof property damage and personal injury insurance in the amount of **Five Million ($5,000,000.00) Dollars** to cover potential liability arising from the Contract Holder's use of the Venue. The said policy shall list the Corporation of the City of Sault Ste. Marie and its respective employees as additional insured with respect to the liabilities assumed herein by the Contract Holder. A copy of this insurance certificate shall be deposited with the Manager of Community Arenas prior to the rental period.

8. (a) The Contract Holder shall fully indemnify and save harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, and all persons from whom it is in law responsible from any and all actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the Event, occurring in or on the Venue or any part thereof during the Term and/or arising in any way directly or indirectly as a result of this Agreement. The Contract Holder shall control the defence and/or settlement of the Claim, provided that (i) the City shall have the right to have a counsel of its choosing participate in the defence of the Claim, at the City's expense; and (ii) the City shall have approval rights over any non-monetary elements of a settlement.

   (b) The City shall fully indemnify and save harmless Contract Holder and its employees, agents, contractors and representatives from any Claims whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any of them as a result of (i) the negligence or willful misconduct of any of the City Parties, or (ii) a structural related defect with the Venue. The City shall control the defence and/or settlement of the Claim, provided that (i) the Contract Holder shall have the right to have a counsel of its choosing participate in the defence of the Claim, at the Contract Holder's expense; and (ii) the Contract Holder shall have approval rights over any non-monetary elements of a settlement.

9. Where a party seeks to rely on the other party's indemnification obligations, as set out in Section 8, such party agrees to: (a) promptly notify the other party of any Claims in writing; and (b) cooperate with the other party in defence of such Claims, at the indemnified party's expense.

10. (a) Each party shall further release the other party from all loss, claims, suits and demands arising out of the cancellation or alleged nonperformance or breach of this Agreement due to or arising out of fire, riot, act of God, strike action, or any other cause or circumstances beyond a party's reasonable control or unforeseen by a party at the time this Agreement was entered into (each a "Force Majeure Event"). Notwithstanding the foregoing, if the Event is cancelled or it is unsafe,

impossible or impracticable to hold the Event due to a Force Majeure Event, the City shall refund any amounts paid by Contract Holder up until that point, less any actual, documented and non-refundable costs incurred by City for the Event up until that point.

(b) City acknowledges and agrees that Contract Holder shall be permitted to terminate this Agreement without any penalty in the event the City breaches any materials terms of this Agreement and fails to cure same within a commercially reasonable period of time following receipt of written notice from Contract Holder. In the even of such termination, City shall refund all amounts paid by Contractor up until that point and Contractor Holder shall be relieved of any further obligations hereunder.

11. The Contract Holder agrees that the Venue shall be used for the following purpose and no other purpose whatsoever: _____

12. The Contract Holder shall furnish and instruct at its own expense, as its employees and agent, special police, if required to properly handle and govern the conduct of persons in attendance at the Event.

13. If the City's employees are used by the Contract Holder or if the City has to perform duties of Contract Holder herein, the City shall be reimbursed therefore for expenses incurred.

14. Amounts and contents of the Contract Holder's display advertising materials at the Venue shall be at the reasonable discretion of the City.

15. The Venue shall be accepted by the Contract Holder as it is and there shall be no rearrangement of existing equipment and fixtures without the prior consent of the City and any costs associated therewith shall be the responsibility of the Contract Holder. Notwithstanding anything contained in this Agreement, the Venue will be provided in a good state of repair and in compliance with all applicable laws, regulations and health and safety concerns and other applicable codes and regulations, and City will obtain all building related permits required to operate the Venue.

16. No decorations shall be placed in or on the Venue, nor shall any devices or signs be supported by any means on walls or woodwork without the prior consent of the City - sets, scenery or other stage properties shall be of flame proof material and confirm with the regulations of the Sault Ste. Marie Fire Service.

17. The City shall furnish heat, light and general cleanup after each activity. The City reserves the right to assess the Contract Holder extra charges for cleanup for those activities, which in the reasonable opinion of the City, involve greater cleanup than would normally be required. Any such extra charges shall be assessed by the City in its sole discretion and be payable by the Contract Holder forthwith upon demand.

18. The Contract Holder shall, on request of the City, discharge from the Venue or promptly remedy any problems with any of its agents or employees and cease any activity which is detrimental to the Venue or not in the best interests of the Corporation of the City of Sault Ste. Marie.

19. The Contract Holder shall make all arrangements with the Union business agents of all trades to be employed by it.

20. The Contract Holder shall not assign, transfer or sublet this Permit or its rights, title or interest therein to any other without the City's prior written consent.

21. The Contract Holder shall not interfere with the use of the Venue by other Contract Holders or lessees of the City, provided that reasonable use by the Contract Holder of the Venue, pursuant to the terms of this Agreement, shall not be deemed to be such interference.

22. The policy of the City is to serve the public in the best possible manner and the Contract Holder agrees that it, its employees and agents shall, at all times, cooperate to this end.

23. The Contract Holder acknowledges that the City has not made nor caused to be made any representations or agreements of any nature concerning this Permit of the Contract Holder's occupancy except as herein stated.

24. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and successors.

Entertainment Tariffs

25. The City is licensed to collect and submit music tariffs for SOCAN. The Contract Holder shall pay all other entertainment tariffs directly to the applicable group or agency and upon request provide the City with proof of that it has done so. The Contract Holder shall accept complete responsibility for any performance of copyright music and that the City will be in no way responsible for any infringement of copyright which may occur at the Venue during the Event.

Rent, Expenses, and Settlement

26. The Contract Holder does hire the arena for the above-mentioned term and covenants to pay to the City for rent of the arena for the term as follows: _____, plus HST and expenses, which include but are not limited to advertising, event staff and staging as agreed to in advance by Contract Holder. **(See Appendix A for full particulars)**

27. The Contract Holder shall pay the sum of _____ of which shall be paid as a deposit at the signing of this Agreement. The deposit shall be a guarantee to City of the Contract Holder's occupancy of the Venue and shall be non-refundable.

28. The Contract Holder agrees to pay to the City the balance of rental and costs immediately upon termination of the said Term, or at settlement on the night of the Event.

29. The balance owing to the Contract Holder at settlement will be paid by cheque. The cheque will be prepared the next business day and forwarded by mail or upon request by courier to the Contract Holder.

30. Cash or Cheque advances prior to settlement will not be made prior to the day of the Event. Should the Contract Holder request an advance to be delivered on Event Day, the amount must be mutually agreed upon and the request made no later than 3 business days prior to the Event.

Box Office

31. The City shall have control of distribution of all ticket sales upon direction of the Contract Holder and shall not be required to account to the Contract Holder for the proceeds until settlement of the performance. The City shall be entitled to deduct from such proceeds all rent and other amounts payable up to the amount due by the Contract Holder to the City.

32. It is provided herein that the tickets for certain events held at the Venue shall be subject to a surcharge of _____ per spectator ticket. The surcharge is to be paid to the City. In addition, the price on the printed tickets shall include the surcharge plus any applicable taxes.

33. All tickets and ticket staff shall be administered by the City. All tickets, ticket sellers, ushers, police, ticket-takers and any extras that may be required in connection with the Event shall be paid by the Contract Holder, over and above the rental fee.

34. The City shall receive up to _____ complimentary tickets for each performance for customer service issues and relocates at no cost to the City. The selection of these tickets shall be arranged with the Contract Holder.

35. The Contract Holder agrees to pay all taxes and obtain all licenses in connection with the Event and agrees to hold the City harmless from claims of its employees and from payment of any Federal, Provincial, or local taxes incurred by the Contract Holder or resulting from its occupancy.

36. The City will deduct from ticket sales and remit applicable taxes due, such as but not limited to HST. If the Contract Holder will remit taxes a HST number and a signed indemnity form is to be provided. **(See Appendix B)**

37. Ticket Pricing Details see Appendix A.

Food and Beverage, Novelty and other Retail Sales

38. All program and other concessions are reserved to the City.

39. The City shall be paid the following percentage of program, novelty and souvenir sales: ___ of gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested, if the Contract Holder handles sales; or ___ or gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested if the City handles such sales.

40. The sale of alcoholic beverages shall be reserved to the City. The City indemnifies the Contract Holder from any claim, loss, damage etc. that is a result of serving alcoholic beverages.

41. The City retains the right to operate the concessions and refreshment stand and the Contract Holder shall not furnish or sell liquid refreshments, food or other concessions in any part of the Venue except upon prior approval and consent of the City.

42. LOTTERY LICENCE - If an event organizer wishes to hold any type of lottery scheme such as a raffle they are required to obtain a lottery license. A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise

or cash, or a combination of the two. Please refer to the City of Sault Ste. Marie Alcohol Risk Management Policy - Section C Lottery Licenses for additional details.

43. Release of information:
    1) Any release of information received by the City in relation to this agreement shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
    2) The Contract Holder, not the City, shall be responsible for the release of any information regarding the distribution and sale of tickets.

COVID 19 Requirements

44. [Add the following if applicable] The Contract Holder acknowledges and agrees that the following COVID 19 Requirements shall apply to the use of the Venue and this Event.

    1) The Contract Holder acknowledges and agrees that the use of the Venue and the Event permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Contract Holder knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, the Contract Holder for itself and on behalf of its invitees, guests, spectators and participants in relation to and in connection with the use of the Event and Venue permitted by this Agreement hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the Venue and the Event permitted under this Agreement.

    2) NA

    3) The Contract Holder shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Contract Holder at the Venue and for all components of the Event upon request by the City. The Contract Holder shall provide documentation satisfactory to the City that it is permitted as an entity to use the Venue in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.

    4) The Contract Holder acknowledges and agrees that while the Venue is being occupied/used by the Contract Holder or any of its invitees, guests, spectators and participants, the Contract Holder shall ensure that any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Contract Holder and its invitees, guests, spectators and participants as it relates to the Event and use of the Venue. The Contract Holder is responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Contract Holder may also report to (ie. a provincial or national organization if applicable).

    5) The Contract Holder acknowledges and agrees that the City may at any time with written notice amend or add additional requirements to this Agreement, including the immediate suspension of the

use of the Venue on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the Venue. Upon receipt of any written notice, the Contract Holder shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, the Contract Holder acknowledges that the City may immediately terminate or suspend the Contract Holder's right to use the Venue pursuant to this Agreement. The City shall not be responsible for any losses to the Contract Holder from any termination or suspension of this Agreement.

45. The parties agree that this Agreement and Schedules "A" and "B" constitute the entire agreement between the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of) **THE CORPORATION OF THE CITY OF**
) SAULT STE. MARIE
)
) **PER:**_____
)
) **Print Name:**_____
)
)
) _____
)
) **PER:** _____
)
) **Print Name:** _____

SCHEDULE "A"

TERMS TO BE INSERTED BY CITY

APPENDIX B

HST Indemnity

TO: The Corporation of the City of Sault Ste. Marie ("City")

RE: **Name of Contract Holder**
Event Name – Date of Event

Insert Name of Contract Holder hereby certifies that:

1. **Insert Name of Contract Holder** is registered under Subdivision (d) of Division V of PIX of the Excise Tax Act for the collection and remittance of the Harmonized Sales Tax ("HST") and its registration number is

   _____

2. **Insert Name of Contract Holder** undertakes to remit the HST in connection to the ticket sales for the above noted event as collected by the City for said ticket sales.
3. **Insert Name of Contract Holder** shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the City as a result of any failure by **Insert Name of Contract Holder** to comply with the provisions of this Indemnity.

I/We have the authority to bind the **Insert Name of Contract Holder**:

Per: _____ Date: _____

Name/Title

Per: _____ Date: _____

Name/Title

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-54

LEASE AGREEMENT: A by-law to authorize the execution of the Lease Agreement between the City and Soo Centre Limited for the lease of 123 March Street, Suite 202.

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 March 20, 2024 between the City and Soo Centre Limited, a copy of which is attached as Schedule “A” hereto. This Agreement is for the lease of 123 March Street, Suite 202.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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LEASE

FROM

THE CORPORATION OF THE CITY OF SAULT STE MARIE, 99 FOSTER DR.

TO

SUITE NUMBER	#202
AMOUNT OF SPACE	APPROX. 4470 SQUARE FEET
TERM OF LEASE	3 YEAR TERM
FROM	MAY 1ST 2024
TO	APRIL 30 2027
RENTAL PER MONTH	$7450.00 PLUS HST OF $968.50 FOR A TOTAL OF $8418.50
PARKING	THREE PARKING SPACES IN THE MARCH ST LOT TEN SPACES IN THE ALBERT STREET LOT

LESSOR PAYS FOR UTILITIES TO THE LEASED PREMISES.

LESSOR PAYS FOR JANITORIAL TO THE LEASED PREMISES.

LESSEE TAKING SPACE "AS-IS".

THIS INDENTURE made March 20, 2024, IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT BETWEEN:

SOO CENTRE LIMITED

A company duly incorporated and having its head office and principal place of business for the Province of Ontario in the City of Sault Ste. Marie, Hereinafter called the "Lessor" or "Landlord" AND:

THE CORPORATION OF THE CITY OF SAULT STE MARIE, 99 FOSTER DR.

Hereinafter called the "Lessee" or "Tenant"

WITNESSETH: That the Lessor, for and in consideration of the rent, covenants and agreements hereinafter stated, to be paid, kept and performed by the Lessee, hereby leases to the Lessee, hereby accepting for a THIRTY-SIX MONTH term commencing on the First day of MAY, Two thousand and Twenty Four, and ending on the Thirtieth day of April, Two thousand and Twenty-Seven, the following premises (hereinafter called "the leased premises") in the building of the Lessor, as referred to in the attached Schedule "A", bearing civic number 123 March Street in the City of Sault Ste. Marie, namely, forty-four hundred and seventy square feet, Suites #202

RENTAL

1. The Lessee binds and obliges itself to pay to the Lessor at its office in Sault Ste. Marie, or at such other place, or to such other person as may be hereinafter specified in writing by the Lessor, without any demand for rent being necessary, in equal consecutive monthly instalments of Seven Thousand and Four Hundred and Fifty Dollars 00/100 ($7450) plus HST each payable in advance on the first day of each and every calendar month during all of the said term.

THIS LEASE is made subject to the following stipulations and conditions which are of the essence thereof and without which it would not have been entered into and to which the parties respectively hereby agree, namely:-

Lessor's Obligations

A. THAT THE LESSOR SHALL:

1. Keep the building open between the hours of 8:30 a.m. and 6:30 p.m. during every general business day of the year, excepting and excluding Sundays, national, legal and recognized holidays or such other days that are proclaimed as holidays or days of Thanksgiving by any Federal, Provincial or Municipal Authority. The Lessor shall make reasonable provision to allow access of the Lessee to its premises at other times.

2. Keep all common areas cleaned during the term of this lease in accordance with standards for first class office buildings.

3. Keep the leased premises reasonably heated and air conditioned at all times in accordance with the prevailing weather conditions and for the comfort of the tenants.

4. Keep in operation and in working order the passenger elevator between the hours of 8:30 a.m. and 11:00 p.m. of each general business day or until such hour as the Lessor may deem necessary in its opinion to meet the requirements of the Lessee and other

tenants, except when prevented by accident or other unavoidable cause. The Lessor may make such arrangements as it may deem necessary for operating the elevator at other times and for allowing access to the Lessee at other times.

5. Furnish sufficient light to the public passages and public stairways and keep same in a clean condition.

6. Permit the Lessee, his clerks, agents, servants clients and customers, in common with other tenants, to use the water closets and lavatories provided for that purpose and to keep them, at all times, clean & in good working order, and supplied with hot & cold water and all other necessary items.

Lessee's Obligations

B. THAT THE LESSEE AGREES:

1. To pay to the Lessor the said rent at the times and place herein above provided. The acceptance by the Lessor of any post-dated cheques or money owing for rent after its due date, is to be considered as a mode of collection only, without novation of, nor derogation from, any of the Lessor's rights, recourse and actions in virtue of the written contract between the parties which demands punctual payment of all obligations.

2. Save and except for the Rent and applicable HST, the Lessor and Lessee agree that it is their mutual intention that this Lease be a gross Lease for the Tenant. The Lessor shall be responsible for all common area charges including municipal taxes for the Building, maintenance of the lands and building, snow removal, lawn and grounds maintenance and utilities (except the maintenance of the Leased Premises as set out in Section 5 of this Lease which shall be the responsibility of the Lessee), levies and surcharges of every nature and kind whatsoever save and except any charges or surcharges which may be levied upon the Lessee directly by any municipal or governmental authority or any changes or fees levied upon the Lessee as a consequence of operating their business

Use of Premises

3. To use the leased premises as an office and for no other purposes. Nothing herein shall be interpreted as to imply that this Lease is conditional upon the Lessee obtaining any permits or licenses for the exploitation of such business from any municipal, provincial or other authority.

Sub-leasing

4. With the exception of the Lessee’s affiliates, Lessee shall not assign this lease or sublet the leased premises or any part thereof without obtaining the prior written consent of the Lessor. The consent not to be unreasonably withheld. Notwithstanding any such assignment, transfer, encumbrance, sub-letting and/or use, the Principal Lessee shall remain jointly and severally, without benefit of division or discussion, responsible for the payment and performance of the rental and other obligations of the sub-lessee under this lease. The Lessor understands the Lessee’s use of the Leased Premises. To that end, the Lessor acknowledges and agrees that the small business incubation project carried on by the Lessee, which involves among other things, the use and occupation of portions of the Leased Premises by various business owners does not constitute an assignment or sublet of this Lease. Provided that the Lessee shall be fully responsible for any and all inactions, inactions, omissions or wrongdoing of any such business owner who

occupies a portion of the Leased Premises as well as their agents, employees, contractors or assigns.

Termination 5. The Lessee to make all minor repairs that may be necessary, reasonable wear and tear and damage by fire or other casualties not happening through the negligence of the said Lessee only excepted. To quit and surrender the said leased premises quietly and peaceable at the termination of this lease, in as good condition As they were at the commencement thereof, (reasonable wear and tear and damage by fire or other casualties not happening through the negligence of the said Lessee only excepted).

Alterations 6.(a) The said Lessee shall not make any alterations, additions or improvements in said leased premises without the prior written consent of said Lessor, and in case any alterations, additions or improvements should be made with or without written consent of the Lessor, the Lessee shall have the option at the termination of this lease or any renewal thereof, of restoring leased premises to the condition they were in as of the original occupancy date or of leaving the alterations, additions or improvements without receiving any compensation from the Lessor.

6)(b): Lessor shall repair and maintain, in reasonably good condition, the following: (i) the structural components of the Building (which shall include the roof, foundation, exterior walls, including windows and doors, and supporting columns, interior walls and floorplates), (ii) the Common Area of the Building, and (iii) the electrical, life safety, plumbing, sewage and HVAC systems serving the Building, installed or furnished by Lessor.

Repairs 7. Should any major repairs or other repairs, alterations or improvements be necessary or required by the Lessor, the Lessee shall permit same without being entitled to any indemnity, or reduction in rental or any damages or compensation therefore, except as herein provided in clause C-1. All repairs, installations by the Lessor are however, to be completed with reasonable dispatch.

Access 8. To allow the employees of the Lessor to have access to the leased premises with 24hrs prior notice and upon the execution of a non-disclosure agreement when necessary to examine the condition thereof, and to regulate the heating and air conditioning apparatus or for all maintenance purposes. Except in the case of an emergency where the Lessor must gain immediate access to the suite.

Protection of Equipment 9. To protect from damage all the heating and air conditioning apparatus, water, gas and drain pipes, water closets, sinks and accessories thereof in and about the leased premises over which the Lessee has care and control, and to keep the same free from all obstruction that might prevent the free working of the same, and to give to the Lessor or its Agent prompt written notice of any accident to or defects in the water pipes, drains, gas pipes, electric light and heating and air conditioning and floor duct apparatus. Any damage resulting to them from misuse shall be paid for by the tenant who shall cause it.

Additional 10. The Lessee will be allowed to install a security camera within their suite and a card access system to their suite at their expense and must bring the door/lock access back to original condition upon termination of the lease and to surrender to the Lessor at the

termination of the lease all keys of the leased premises and of the building.

Visiting Premises

11. To allow such person or persons as may be desirous of obtaining a lease of the leased premises to visit the same during the normal business hours subject to an executed non-disclosure agreement, with 24 hours prior notice and to allow the usual "to let" notices to be exhibited.

Municipal Regulation

12. To conform to the rules and regulations of the police and all orders of the Municipal Health, and Fire Departments, provided that the Lessee shall not be required to make any changes, additions re: repairs to the leased premises, which under this lease or by law are the obligations of the Lessor, but otherwise and generally insofar as the leased premises are concerned to so conform to the exoneration of the Lessor.

Extra Insurance

13.

The Lessee shall likewise protect the Lessor from claims made by other tenants in the said building in consequence of their insurance rates being increased as a result of the business being carried on therein by the Lessee or of anything brought into or stored in the leased premises by the Lessee, or by reason of the Lessee's operations.

Liability/Injury

(B) Pursuant to this lease, the Lessor is responsible for the condition, operation, management and repair of the Common Areas, the Lands and the Buildings located at 123 March Street. To that end, the Lessor acknowledges and agrees that the Lessee shall be under no liability for injury to any person, servant, agent, licensee or invitee to the Common Areas, the Lands, or the Building located at 123 March Street, except for the Leased Premises, unless it relates to a matter that the Lessee is responsible for pursuant to this Lease, for any bodily or personal injury, loss, death or damage to property of such person, servant, agent, licensee or invitee that is sustained as a result of the negligence of the Lessor in carrying out its responsiblties under this Lease, unless such injury, loss or damage results from the negligence of the Lessee, its agents, servants or employees or other persons for whom it is responsible for in law. Through the Term of this Lease, the Lessor covenants and agrees to indemnify and save the Lessee harmless against any and all liabilities, claims, damages, interest, penalties, fines, monetary sactions, losses, costs or expenses whatesoever arising from injury to property, death or injury to any person, firm, partnership or corporation for which the Lessee may become liable by reason of any breach, violation or non-performance by the Lessor or its servants, employees, agents, sublessees or licensees or invitees on the Lands and/or the Building located at 123 March Street and the Common Areas of any covenant, term or provision of this Lease as it relates to the Lands, the Building located at 123 March Street and the Common Areas, unless such injury loss or damage results from the negligence of the Lessee, its agents, servants or employees or other persons for who it is responsible for in law

Weight of Machinery, Equipment

14. That the Lessor shall describe the weight and proper positions of metal safes or machinery and also the weight and position of any floor load in the leased premises; and the lessee agrees to pay any damage done to the building of which the leased premises forms part

of, caused by the overloading of the floor or by taking in, putting or keeping such safes or machinery in the leased premises.

C. THAT THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

Fire Clause

1. Provided that after, during the term hereby demised or in renewal thereof, the said building, or the said leased premises shall be destroyed or be damaged by fire, or other casualties not happening through the negligence of the said Lessee, then the following provisions shall have effect:

(a) If the leased premises shall be so badly damaged as to be wholly unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within 120 days of the happening of such damage, then the term hereby ranted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Lessee shall immediately surrender the same, and yield up possession of the leased premises to the Lessor, and the rent from the time of such damage shall cease.

(b) If the leased premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within 120 days from the happening of such damage as aforesaid, but if the damage is such as to render the leased premises wholly unfit for occupancy, the rent hereby reserved shall not run or accrue after such damage, or while the process of repair is going on, and the rent shall recommence immediately after such repairs shall be completed, and the Lessee is permitted to reoccupy the leased premises. In addition, Lessee shall have the right to terminate this lease effective upon written notice to Lessor in the v=event that Lessor, having commenced to restore the leased premises, fails to complete such restoration to the condition required under this section within thirty (30) days after the expiration of the time period for restoration set forth in the written opinion of Lessor’s architect or construction consultant.

(c) If the leased premises can be repaired within 120 days as aforesaid, and if the damage is such that the said premises are reasonably, capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the leased premises rendered unfit for occupancy bears with the whole of the leased premises.

Stoppage of Elevator, Air Conditioning

2. The Lessor shall not be responsible for any damage which may be caused, nor shall the Lessee be entitled to claim any diminution of rent or other compensation, should it become advisable in the sole discretion of the Lessor for any cause to stop the operation of the elevator or heating apparatus or air conditioning apparatus or electric light or water service or for the purpose of effecting any repairs thereto to any of the engines, boilers or machinery operating thereto. in the event of any breakdown, of the elevator, heating or air conditioning system, the Lessor shall not be liable to the Lessee for indirect or consequential damages or damages for personal discomfort or illness. In the aforesaid event, the Lessor shall arrange for the prompt repair of the said breakdown. The Lessor shall not, under any circumstances whatever, be liable for any damage to property in or upon the leased premises or building resulting from acids, soot, smoke, gases of any kind or for water, steam, rain or snow which may leak into, issue or flow from any part of the said building or from the pipes or plumbing work of the same or

from any other place or quarter. The Lessor shall not be responsible for any damage to property arising from falling plaster or from any thing or matter attached to the ceiling or walls or partitions of the herein leased premises. The Lessor shall not be liable for any loss to the property of the Lessee resulting from explosion no matter how occurring, with the exception of gross negligence on the part of the Lessor. Notwithstanding anything to the contrary contained in this Section, if any of the foregoing services ceases or is materially impaired for any reason, unless caused by Lessee or its agents, and as a result thereof Lessee is reasonably unable to occupy the leased premises for its intended purpose, and such cessation of service continues for more than three (3) consecutive business days, Lessee shall be entitled to an abatement of Base Monthly Rent on a per diem basis for each day thereafter that such cessation of service continues.

3. The Lessor's obligation to provide air conditioning service in accordance herewith shall be limited to provide such service between the hours of 8:30 a.m. and 11:00 p.m. only during business days, subject however to any provisos or exceptions as provided herein. There shall be no obligation to provide any air conditioning service on Sundays, legal, national or statutory holidays.

Notices and Demands

4. Any notice or demand given by the Lessor to the Lessee shall be deemed to be duly given when served upon the Lessee personally, or when mailed to the Lessee at the address of the premises. The Lessee elects domicile at the premises for the purpose of service of all notices, writs of summons or other legal documents in any suit at law, action or proceedings which the Lessor may take under this lease. Any notice or demand given by the Lessee to the Lessor shall be deemed to be duly given when served upon the Lessor personally or when mailed to the Lessor at the address designated by the Lessor for purposes of payment of the rent hereunder.

Mailing Address:	**Physical Address:**
Soo Centre Ltd.	Soo Centre Ltd.
c/o Elstrong Property Service	c/o Elstrong Property Services
506-123 March St	506-123 March St
Sault Ste. Marie, ON	Sault Ste. Marie, On
P6A 2Z5	P6A 2Z5

Partitions

5. Any partitions that the Lessee may require shall be erected, at the Lessee's expense, with prior permission by the Lessor, which such permission shall not be unreasonably withheld. The Lessor will provide only the exterior partitions. And shall be kept in repair by the Lessee in conformity with the Municipal, Provincial, Health and other By-Laws, and shall be kept in repair by the Lessee at its cost, reasonable wear and tear and damage by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, act of God, the Queen's enemies, or other casualties, only excepted.

Light Fixtures

6. Replacement of bulbs, starters and ballasts shall be at the cost of the Lessee.

Holding Over

7. In the event that the Lessee shall remain in the leased premises after the expiration of the term of this Lease without having executed a new written lease with the Lessor such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not

removed at the end of his term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option, to construe such holdings over as a tenancy from month to month, subject to all the terms and conditions of the Lease, except, as to duration thereof.

Defaults By Lessee Resulting In Lessor's Right To Cancel Lease

8. In any of the events following, namely:-

(a)if the Lessee shall fail to pay the Lessor any instalment of the said rent within fifteen (15) days after it shall have become due and payable as herein provided and Lessor has provided notice of failure to pay.

(b) in case of the violation of any of the covenants and agreements, stipulations or conditions on the part of the Lessee to be observed or performed or of any of the rules and regulations now or hereafter to be established by the Lessor as herein provided and as herein agreed to by the Lessee: and Lessee shall have failed to cure such breach within thirty (30) days after written notice from Lessor specifying the nature of such breach where such breach could reasonably be cured within said thirty (30) day period, or if such breach could not be reasonably cured within said thirty (30) day period, Lessee shall have failed to commence such cure within said thirty (30) day period and thereafter continue with due diligence to prosecute such cure to completion within such time period as is reasonably needed but not to exceed ninety (90) days from the date of Lessor’s notice:this lease shall, at the option of the Lessor, to be exercised by seven (7) days advance notice in writing to the Lessee, thenceforth become null and void and it is agreed that in such case the Lessor may reenter without further notice or demand and re-let the leased premises to whomsoever it may choose and may recover from the Lessee forthwith any unpaid rent due at the date of such reentry, and thereafter soon as ascertainable the loss caused to the Lessor by reason of any rental which may be received from such new leasing being less than the amount of rent stipulated for the whole term of this Lease.

(c)Lessor shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice from Lessee to Lessor (and any Lender who have provided Tenant with notice) specifying the nature of such default; provided, however, that (i) if the nature of Lessor’s obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; and (ii) in an emergency situation where there is a risk of imminent harm to persons or property said thirty (30) day period shall be reduced to three (3) business days.

Bankruptcy

9. Should the Lessee become -insolvent or bankrupt or make an assignment of his property under the Bankruptcy Act or any other Insolvency Law in force at the time, this lease shall, at the option of the Lessor without any notice to the Lessee or to the Assignees or to any other person, become null and void at the end of the then current year without prejudice to any claim for rent or damages

which the Lessor may have against the Lessee. Similarly, in such event, the Lessor shall, without prejudice to any other right which it may enjoy under the terms of this lease, be entitled to claim by preference, three months, damages or accelerated rent.

Robbery, Theft Etc.

10. The Lessor will not be liable for any damages of any kind or nature to the herein leased premises or for any goods, merchandise, stock in trade, assets, fixtures, furniture, accessories or equipment belonging to the Lessee or to the latter's clients, customers or invitees, whilst on the premises, resulting from robbery, burglary, theft or acts of violence of any kind, and the Lessee will exonerate the Lessor from any liability or loss resulting therefrom.

Electric Current

11. The Lessor at its expense (subject to its ability to obtain the same from its principal supplier) will pay for and cause the premises to be supplied with electric current for the lighting and power required therein for the operation of the Lessee's reasonable needs, which current the Lessee hereby agrees to take and receive from the Lessor. The obligation of the Lessor hereunder shall be subject to any rules or regulations to the contrary of the Public Utilities Commission of Sault Ste. Marie or any other municipal or governmental authority.

12. Provided also that if the term hereby granted, or any of the goods and chattels of the Lessee, shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if a writ of execution shall issue against the goods or chattels of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or' insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or in case the said premises become vacant and so remain for the period of 30 days, or be used for any other purpose than that for which they were let, or in case the Lessee shall attempt to abandon the said premises or to sell or dispose of his goods and chattels so that there would not in the event of such sale or disposal be, a sufficient distress on the premises for the then accruing rent, then the current month's rent together with the rent for the three months next accruing and the taxes for the then current year (to be reckoned on the rate for the next preceding year in case the rate shall not have been fixed for the then current year) shall immediately become due and payable and the said term, at the option of the Lessor, forthwith become forfeited and determined and the Lessor may re-enter and take possession of the said premises as though the Lessee was holding over after the expiration of the said term, and in every of the above cases such taxes or accrued portion thereof shall be recoverable by the Lessor in the same manner as the rent hereby reserved.

Waivers

14. No assent or consent to changes in or waiver of any part of this agreement shall be deemed or taken as made unless the same be done in writing and attached to or endorsed herein by the Lessor. No covenant or terms of the present lease stipulated in favour of the Lessor shall be waived, except by express written consent of the Lessor, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of covenant, term or condition to be performed by the lessee; and until complete performance by the Lessee of the said covenant, term or condition, the Lessor shall be entitled to invoke any remedies available under this lease or by law despite such forbearance or indulgence.

Heirs and Assigns

15. All the covenants herein contained shall be deemed to have been made by and with the heirs, executors, administrators and assigns or successors and assigns of each of the parties here to, and if more than one Lessee, the covenants herein contained on the part of the Lessees, shall be construed as being several as well as joint and where necessary references to the Lessee as being of the masculine gender or in the singular number shall be construed as being in the feminine or neuter gender or in the plural number.

16. In consideration of the foregoing and of the leasing and letting by the Lessor to the Lessee of the premises hereby demised for the term hereby granted (and it -is upon that express understanding that this indenture is entered into), the Lessee hereby covenants and agrees with the Lessor that notwithstanding anything in Section 30 of Chapter 232 of the Revised Statutes of Ontario 1980, or in any other section of the said Act, or in any other Act now in force or which may hereafter be passed, none of the goods or chattels of the Lessee on the said premises at any time during the continuance of the said term shall be exempt from levy by distress for rent in arrears by the Lessee as provided for by any Act above referred to, and that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Lessee waiving, as he hereby does, all and every benefit that could or might have accrued to him under and by virtue of any such Act but for the above covenant.

Janitorial & Ensuite Repairs

17. All janitorial services to the leased premises shall be at the expense of the Lessor. Ensuite Maintenance shall be at the expense of the Lessee. Ex. Bulbs, ballasts, minor repairs.

Signage

18. The Lessee, at its own expense, may erect signage. Location, style and size are subject to the Lessor’s approval, which approval shall not be unreasonably withheld.

Tenant Improvements

19. The Lessee is taking the space “as-is”.

Fixtures

20. Existing partitions, fixtures, furniture and appliances in the unit shall remain the property of the Lessor. Should the Lessee Vacate said unit upon term completion, these items are to remain in unit unless discussed otherwise with Lessor.

Option to Renew

22. Lessee shall have option to renew for another 3 year lease term with three months written notice. Notice to renew must be received by January 31st 2027. All conditions remain the same with exception of rental amount.

Rent- Free Period

23. Lessee shall have May 2024 (1 month) as a rent-free period upon pre-payment of the 2nd months’ rent with signage of lease. This rent-free period will be part of the 36 month term of lease. This will be to offset moving costs and allow time for renovations for relocation.

SOO CENTRE LIMITED

_____ PER: _____
Witness for Lessor LESSOR

THE CORPORATION OF THE CITY OF SAULT STE MARIE, 99 FOSTER DR.

_____ _____
Witness for Lessee LESSEE

Name: Matthew Shoemaker
Title: Mayor

Name: Rachel Tyczinski
Title: City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-55

DELEGATED AUTHORITY AND AGREEMENT: A by-law to approve to enter into a Licence to Occupy City Property agreement for the Sault Ste. Marie Festival of Beer taking place on May 4th, 2024 on City Property and to further delegate amending and signing authority on behalf of the City of Sault Ste. Marie.

WHEREAS Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the *Municipal Act, 2001* to officers and employees of the City;

AND WHEREAS City Council considers it desirable for the purposes of efficiency and completion of the Licence to Occupy City Property Agreement for the Festival of Beer to delegate the authority to amend and sign on behalf of the City as required;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 9 and 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 8, 2024 between the City and 2432310 Ontario Inc. (Operating as "Loplops"), and various named Temporary Extended Patio Licencees, various named Vendor and Programming Licencees and a Busker Licencee, a copy of which is attached as Schedule "A" hereto. This Agreement is a Licence to Occupy City Property Agreement for the Festival of Beer Event.

2. **AMENDMENTS TO LICENCE TO OCCUPY AGREEMENT POWERS DELEGATED**

(1) City Council hereby delegates to the Assistant City Solicitor/Senior Litigation Counsel authority to add or delete any necessary terms to reflect the approvals and comments made from relevant City Departments, AGCO and Algoma Public Health, and any other third party agencies for the Licence to Occupy City Property Agreement for the Festival of Beer event and further to reflect the correct legal names of all participants in the said event; and

(2) The Chief Administrative Officer signing authority to sign the amended Licence of Occupation Agreement substantially in the form of Schedule “A” and as amended pursuant to Section 2(1) herein, on behalf of the City of Sault Ste. Marie, if same is necessary; and

(3) A copy of the signed Amended Licence to Occupy Agreement shall be filed with the Clerks Department if same is required.

3. **SCHEDULE “A”**

Schedule “A” forms part of this by-law.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-55 Festival of Beer Licence and Delegated Authority.docx

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 8th day of April, 2024.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and –

Event Host and Main Organizer
2432310 ONTARIO INC. (OPERATING AS "LOPLOPS") and hereinafter referred to as the "Event Organizer"

Temporary Extended Patio Licencees
BROERS JANSEN INC., BEING ONTARIO CORPORATION NO. 2587547 (OPERATING AS "BROERS JANSEN") AND
1000811953 ONTARIO INC. (OPERATING AS "MANE STREET SALON") AND
1704735 ONTARIO INC. (OPERATING AS "GRAND THEATRE") AND
LOW AND SLOW SMOKED FUSION BBQ INC. BEING ONTARIO CORPORATION NO. 2516357 (OPERATING AS "LOW AND SLOW") AND
STEPHEN RUSSELL ALEXANDER (OPERATING AS "LOPLOPS"), A SOLE PROPRIETORSHIP

Vendor and Programming Licencees
2766396 ONTARIO INC. (OPERATING AS "CORNOCOPIA") AND
SAVVY CIRLCES 360 PHOTO BOOTH RENTALS AND
KRISTY TAUVETTE (OPERATING AS "HEARTS OF HENNA") AND
SALTY SPIRITS AND
FROMAGERIE KAPASKOISE AND
JOHN DELORENZI (OPERATING AS "ALLORA ESPRESSO IMPORTS") AND
INTERNATIONAL 500 INC. AND
1972703 ONTARIO INC. (OPERATING AS "BEAVERTAILS") AND
2593935 ONTARIO INC. (OPERATING AS "CASE'S MUSIC")

BUSKER LICENCEE
ORBITAL TALENT INC.

(herein collectively referred to as the "Licencees")

The City grants to the Event Organizer the right to occupy the property of the City ("City Property") identified as a section of Queen Street East, Sault Ste. Marie, Ontario, known as Square One between Brock Street and East Street for the Festival of Beer (the "Event") and specifically, in accordance with "Event Layout and Plan" submitted by the Event Organizer for this Event, a copy of which is appended as Schedule "A" to this Licence. Further, the City therefore grants each Licencee the right to occupy those areas as shown and identified on Schedule "A" attached to this Licence as being occupied by that respective Licencee, with the Event Organizer being responsible for the entire "City Property" as it relates to this Agreement and ensuring that the actual Event corresponds to the Event Layout and Plan as marked and shown on Schedule "A" to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Stephen Alexander
2432310 Ontario Inc. Operating as 'LOPLOPS'

Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Name: MATTHEW SHOEMAKER
Position: MAYOR

_____
Name: RACHEL TYCZINSKI
Position: CITY CLERK

I HAVE THE AUTHORITY TO BIND THE CORPORATION

TEMPORARY EXTENDED PATIO LICENCEES

Joshua Jansen
Broers Jansen Inc., being Ontario Corporation No. 2587547 Ontario Inc. (Operating as Broers Jansen)
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Krista Nolan
1000811953 Ontario Inc. (Operating as Mane Street Salon)
Date: ______________________________

____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Wanda Maki
1704735 Ontario Inc. (Operating as Grand) Theatre)
Date: ______________________________

____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Low and Slow Smoked Fusion BBQ Inc. being Ontario Corporation No. 2516357 (Operating as Low and Slow)
Date: ______________________________

____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

STEPHEN RUSSELL ALEXANDER (OPERATING AS LOPLOPS)
Date: ______________________________

____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE SOLE PROPRIETORSHIP

VENDOR AND PROGRAMMING LICENCEES

2766396 Ontario Inc. (Operating as Cornocopia)
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Savvy Circles 360 Photo Booth Rentals
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

Kristy Tauvette (Operating as Hearts of Henna)
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

Salty Spirits
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

Fromagerie Kapaskoise
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

John Delorenzi (Operating as Allora Espresso Imports
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

International 500 Inc.
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE BUSINESS

1972703 Ontario Inc. (Operating as Beavertails)
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

2593935 Ontario Inc. (Operating as Case's Music)
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

BUSKER LICENCEE

Orbital Talent Inc.
Date: _____

_____
Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on May 4, 2024 between the hours of 8:00 a.m. and 10:00 p.m.:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the Event Layout and Plan represented in "Appendix 1", as provided by the Event Organizer.

The City and Event Organizer acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

The following Programming is being proposed on Queen Street East May 4, 2024 for the Event:

1. The Event Organizer is applying for a Special Occasions Permit ("SOP") to the Alcohol and Gaming Commission of Ontario ("AGCO") for the Event to Licence the entire "City Property" as shown on the Event Layout and Plan represented in Appendix 1. To that end, the Event Organizer advises that the following breweries will be participating in the Event under the Event Organizer's "SOP" provided the Event Organizer is successful in obtaining the SOP and subject to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:
    a. Fullbeard (Timmins)
    b. Sleeping Giant (Thunder Bay)
    c. 46 North (Sudbury)
    d. Gateway (North Bay)
    e. Kingsville (Kingsville)
    f. Toque de Broue (Ottawa)
    g. Lake of The Woods (Kenora)
    h. Good Lot (Caledon)
    i. Rainhard (Toronto)
    j. Forker River (London)
    k. Whiskey Jack (Hallebury)
    l. Stack (Sudbury)
    m. Collective Arts (Hamilton)
    n. Blood Brothers (Toronto)
    o. Split Rail (Manitoulin)
    p. Chronicle (Toronto)
    q. Founders (Toronto)
    r. Northern Superior (Sault Ste. Marie)

2. The Event Organizer further advises that the following Temporary Extended Patio Licencees shall be participating in the Event under the Event Organizer's "SOP" provided that the Event Organizer is successful in obtaining the SOP, these Temporary Extended Patio Licencees are successful in obtaining their own Temporary Patio Extended Licence/any other permits necessary for their Extended Patio, and the Event Organizer and Temporary Patio Extended Licencees adhere to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement:

a. Broers Jansen;
b. Mane Street Salon;
c. Grand Theatre;
d. Low and Slow; and
e. Loplop Lounge & Gallery.

3. The Event Organizer further advises that the following Vendor and Programming Licencees shall be participating in the Event by either selling goods and/or food to Event Attendees or conducting Programming for the Event provided that the Event Organizer is successful in obtaining the SOP and the Event Organizer and the Vendor and Programming Licencees adhere to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement.
    a. Cornocopia;
    b. Savvy Circles 360 Photo Booth Rentals;
    c. Hears of Henna;
    d. Salty Spirits;
    e. Fromagerie Kapaskoise;
    f. Allora Espresso Imports;
    g. International 500 Inc.;
    h. Beavertails; and
    i. Case's Music shall provide music programming; and acknowledges and agrees that no alcohol shall be served at Case's Music or be part of the Event Organizer's SOP.

4. The Event Organizer further advises that the following Busker Licencee shall be participating in the Event by providing two buskers to perform in the areas identified as "Pitch" in the Licence to Occupy City Property, provided the Event Organizer is successful in obtaining the SOP and the Event Organizer and Busker Licencee adhere to the terms and conditions as set out in Schedule B to this Licence to Occupy City Property Agreement.
    a. Orbital Talent Inc.

5. The Event Organizer advises that a band performing in the space adjacent to Queen Street East next to Feifel Gualazzi Law office. The Event Organizer is responsible for all matters, liabilities, expenses, permits, and indemnities as it relates to the band.

6. Porta Potties will be set-up for the duration of the event in the alley adjacent to Feifel Gualazzi Law office and are to be removed by 10:00 pm on May 4, 2024.

7. A combination of 10'x10' tents and 20'x 20' tents will be set-up for the Event, provided the Event Organizer adheres to all conditions as set out in Schedule B to this Licence to Occupy City Property Agreement.

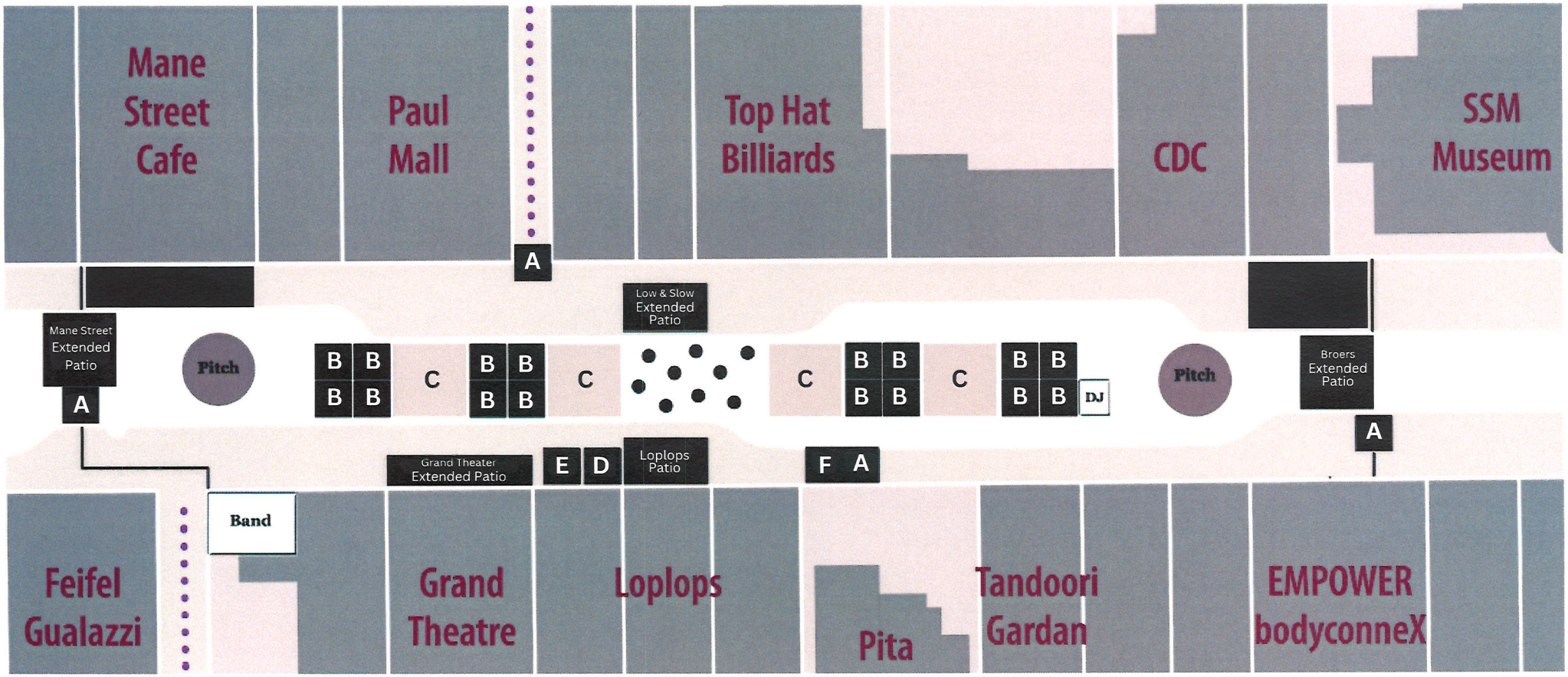
8. The Event Organizer shall ensure that all cords are covered with cable matting.

9. The Event Organizer shall ensure that all waste from the event must be removed by 10:00 pm on May 4, 2024.

10. The Event Organizer is responsible for securing the proper barricades and signage for the street closure and barricades to secure the Licensed Area and any other requirements as set out in the SOP that may be issued by the AGCO as it relates to this Event.

The above is collectively referred to as the "**Programming**" in this Licence Agreement.

APPENDIX 1 – EVENT LAYOUT AND MAP



A Tickets & Tokens
B Brewery Tents
C Public Tents
D Sugar Coffee
E Jigs & Reels
F Cornocopia

APPENDIX 2 – ROAD CLOSURE PLAN


Manifest
5 x TC-53A
1 x RB-92 RB-92
SAULT STE.MARIE
Date: 18/03/2024 Author: A. Starzomski Project: Festival of Beer
Event Date: May 4, 2024 Start Time: 8:00 am End Time: 10:00 pm
Comments:
1) Barricades and Road Closed sign provided by others

SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Event Organizer and Licencees to set up and conduct the Programming for the Event specifically enumerated in Schedule "A" to this Licence Agreement on May 4, 2024 on Queen Street East, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for May 4, 2024:
    a. Between the hours of 8:00AM-10:00PM, the Licencees may set up matters the Programming as set out in Schedule "A" to this Licence to Occupy City Property Agreement;
    b. Between the hours of 12:00PM-7:00PM, the Programming may carry on;
    c. Between the hours of 12:00PM-7:00PM the Event Organizer may serve alcoholic beverages in the "Licensed Area" from the breweries identified in Schedule A #1, being the City Property between store front to store front on each side of Queen Street East commencing at Mane Street Cafe and ending at Broers Jensen, in accordance with the Event Organizer's SOP if the Event Organizer has successfully obtained same for the Event from the AGCO;
    d. Between the hours of 12:00PM-7:00PM the Temporary Extended Patio Licencees may serve alcoholic beverages on their respective Extended Patio Area as part of the Event, in accordance with their Temporary Liquor Licence Extension Permits if they have successfully obtained same and the Event Organizer has successfully obtained the SOP for the Event from the AGCO, that permits the Temporary Extended Patio area;
    e. Between the hours of 12:00PM-7:00PM the Busker Licencee may proceed with the Programming in the "Pitch" areas as set out in Appendix 1, Schedule A to this Licence to Occupy City Property Agreement; and
    f. By the hour of 10:00PM on May 4, 2024, the Licencees shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming and the Event from City Property at their sole cost, liability and expense.

2. On or before the 30th day of April, 2024, the Event Organizer shall provide the City with a copy of the Event Organizer's successful SOP **and** each Temporary Extended Patio Licence for each of the Temporary Extended Patio Licencees, failing which:
    a. If the Event Organizer does not successfully obtain an SOP from the AGCO and provide same to the City by April 30th, 2024, the entire Event and this Licence is hereby terminated at the Event Organizer's sole liability, cost and expense; and/or
    b. For those Temporary Extended Patio Licencees whose Licence is not provided to the City by the Event Organizer by April 30, 2024, that Temporary Extended Patio Licencee shall not serve alcohol on their respective extended patio as part of the Event. Further, the Event Organizer acknowledges and agrees to provide security or personnel at that location for the entirety of the Event to ensure that there is no serving of alcohol as part of the Event and all AGCO requirements are adhered to.

Such written confirmation shall be sent as follows:

CITY: Manager of Recreation & Culture
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5311
Email : v.mcleod@cityssm.on.ca

3. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
    a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
    b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.

4. The tent structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
    b. The tent structure(s) must be at ground level and must not be raised in any way;
    c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
    d. The tent structure(s) and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4.

    The Event Organizer acknowledges and agrees that it is the Event Organizer's responsibility to apply for a Building Permit for any structures/tents, and any other matters related to the Event and adhere to any requirements and conditions as set out in the Building Permit. To date, the Event Organizer has not applied for a Building Permit and therefore, the Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments depending on the results of the Building Permit Application, and certain portion(s) of the Event may not be permitted. The Event Organizer shall immediately advise the City and the AGCO of the results of its Building Permit Application and any adjustments necessary to the Event Layout and Plan following same. The Event Organizer is responsible for all matters related to the Event and for ensuring the Event itself adheres to all permits.

5. The Event Organizer warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Event Organizer shall comply with the following conditions:
    a. The Event Organizer shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;

b. The Event Organizer shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005, c. 11;
c. The Event Organizer shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices; and
d. The Event Organizer shall hire all necessary security personnel (Police and Security) at the Event Organizer's sole cost, liability and expense to ensure that any alcohol

6. The Event Organizer and Temporary Extended Patio Licencees agree to comply with all City and ACGO regulations including placement of barricades to the satisfaction of the City, AGCO and fire safety.

7. Event Organizer and the Vendor and Programming Licencees represent and warrant that prior to the commencement of the Event, the Vendor and Programming Licencees have obtained any and all required permits and have complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming. To that end, on or before April 30, 2024, the Event Organizer shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing all permits obtained by the Vendor and Programming Licencees as it relates to their respective vendor/programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Manager of Recreation & Culture, or his/her designate, by April 30, 2024, the Event Organizer and Vendor and Programming Licencees acknowledge and agree that the Programming shall not proceed on May 4, 2024 as it relates to the food/vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY: Manager of Recreation & Culture
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5311
Email : v.mcleod@cityssm.on.ca

8. The Event Organizer represents and warrants that they have submitted to the AGCO the appropriate applications required to obtain the SOP for this Event on City Property. The Event Organizer acknowledges and agrees that the Event Layout and Plan may require adjustments depending on the results of the SOP Application and certain portions of the Event may not be permitted. The Event Organizer shall immediately advise the City and of the results of the SOP Application and is responsible for all matters related to the Event and adhering to all AGCO requirements. The Event Organizer acknowledges and agrees that if the Event Organizer is not successful in obtaining the SOP, the Event and Licence herein is terminated at the Event Organizer's sole liability, cost and expense.

9. The Event Organizer acknowledges and agrees that AGCO and/or the City may terminate any portion or the entirety of the Event at its sole discretion and that such termination shall be at the Event Organizer's sole liability, cost and expense without any recourse to the City.

10. The Event Organizer shall have full responsibility to ensure that the Event satisfies all liquor licence requirements for the main Licensed Area (under the Event Organizer's SOP) and the Temporary Extended Patio Licences. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Event, the main SOP and the Temporary Extended Patio Licences. The Event Organizer and the Temporary Extended Patio Licencees shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Event Organizer and each or any of the Temporary Extended Patio Licencees of such liquor licence requirements and/or approvals.

11. The Event Organizer shall:
    a. Provide the City with a copy of the Smart Serve Certificates of each and every person serving alcohol as part of the Event on or before April 30, 2024 or that person shall not be permitted to serve alcohol at the Event;
    b. Provide the City with a copy of a Security Compliance Plan satisfactory and approved by the AGCO on or before April 30, 2024, failing which the Event shall be terminated;
    c. Provide at its sole liability, cost and expense all security, comprised of at least nine (9) security personnel and 3-5 City Police officers for the duration of the Event. To that end, the Event Organizer shall provide the City on or before April 30, 2024 with a copy of its contracts with City Police and a Security Company confirming that it has made these arrangements;
    d. Provide the City with a copy of an agreement between the Event Organizer and each and every Licencee herein setting out what that Licencee is permitted to do for the Event on or before April 30, 2024, failing which the Event portion that relates to a Licencee that has not entered into an Agreement/provided an Agreement to the City shall not proceed; and
    e. Adhere to capacity requirements for the entire Event as set out by the City (Planning Division and AGCO),

    Such written confirmation of the matters as set out in (a)-(d) shall be sent as follows:

    CITY: Manager of Recreation & Culture
    Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5N1
    Tel: (705)759-5311
    Email : v.mcleod@cityssm.on.ca

12. The Event Organizer and Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencees shall

not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

14. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event.

15. The Event Organizer acknowledges and agrees that it is responsible for all costs, liabilities and expenses related directly or indirectly to the Event itself and shall fully indemnify and safe harmless the City from any costs, expenses and liabilities of any nature and kind incurred by the City as a result of the Event, the Programming, alcohol portions, SOP and any other matters related directly or indirectly to same. The Event Organizer has also agreed to be fully responsible for the following Vendor and Programming Licencees and shall take full responsibility for all matters related to these licencees, including ensuring that the Event Organizer's Certificate of Insurance required in Section 21 shall also respond to any matters that arise from these licencees:
    a. Kristy Tauvette operating as "Hearts of Henna"
    b. Savvy Circles 360 Photo Booth Rentals
    c. Salty Spirits

16. All other Licencees (other than the Event Organizer and the Licencees mentioned in Section 15 a,b and c) acknowledges and agrees that they are each responsible for all costs, liabilities and expenses related directly or indirectly to their portion of the Eventand shall fully indemnify and safe harmless the City from any costs, expenses and liabilities of any nature and kind incurred by the City as a result of their respective portion of the Event.

17. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Programming and/or the Event located on City Property.

18. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencees acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

19. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

20. The Event Organizer and Temporary Extended Patio Licencees each shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be in a form satisfactory to the City's Risk Manager shall be filed with the City Community Development & Enterprise Services Department on or before April 22, 2024, failing which the Event shall not proceed as it relates to that Event Organizer or Temporary Extended Patio Licencee not so received by the City.

21. The Vendor and Programming Licencees and Busker Licencee each shall keep in force during the term of this Licence, liability insurance against claims for bodily injury, personal injury or property damage occurring on the City Property in an amount not less than Two Million ($2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be in a form satisfactory to the City's Risk Manager shall be filed with the City Community Development & Enterprise Services Department on or before April 22, 2024, failing which the Event shall not proceed as it relates to that Vendor and Programming Licencee and/or Busker Licencee not so received by the City. The parties acknowledge and agree that the Event Organizer shall provide the required Certificate of Insurance on behalf of:
    a. Kristy Tauvette operating as "Hearts of Henna"
    b. Savvy Circles 360 Photo Booth Rentals
    c. Salty Spirits.

22. If any of the Licencees not to participate in the Event or its participation is not permitted as it does not adhere to the terms and conditions as set out herein, then that particular Licencee shall not be a party to this Licence to Occupy City Property Agreement.

Compliance with Laws

23. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations and Permits of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations. The Busker Licencee shall obtain any and all necessary permits to conduct the Programming it desires to at the Event.

Taxes

24. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

25. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Amendment

26. The parties hereto acknowledge and agree that the Event Organizer must still make certain applications as it relates to the Event and the Event Organizer is also awaiting the results of certain applications it has made. As such, the Event itself and this Licence to Occupy City Property Agreement may require certain adjustments. Further the Licencees shall each provide the City with a copy of its Articles of Incorporation or business registration on or before April 22, 2024, failing which that particular Licencee shall be deleted without recourse from this Licence to Occupy City Property Agreement. Again, this may require certain adjustments be made to this Licence to Occupy City Property Agreement. The City shall prepare any necessary changes to the Licence Agreement as a result of the matters set out herein for the parties to sign and that agreement shall be the final agreement between the parties once executed by all parties who are participating in the Event. Those parties that no longer wish to participate do not need to sign the amended Agreement, if any.

27. The parties further acknowledge and agree to comply with any other requirements as may be set out by the City regarding the Event, as communicated by the Manager of Culture & Recreation.

Termination

28. This Licence Agreement shall terminate at 10:00PM on May 4, 2024. The provisions of Paragraphs 1-27 of Schedule B and Schedule A to this Licence shall survive the termination of this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-56

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Stanley Street between Pine Street and Elizabeth Street (Contract 2024-1E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 8, 2024 between the City and Avery Construction Limited, a copy of which is attached as Schedule “A” hereto. This Contract is for the reconstruction of Stanley Street between Pine Street and Elizabeth Street (Contract 2024-1E).

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
RECONSTRUCTION OF STANLEY STREET
Contract No 2024-1E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **8th** day of **April** in the year 2024, by and between **Avery Construction Limited**, hereinafter called the **“Contractor”**, AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the **“Owner”**.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

RECONSTRUCTION OF STANLEY STREET
Contract No 2024-1E

which have been signed in triplicate by both parties and which were prepared by City of Sault Ste. Marie, acting as Contract Administrator and herein entitled, “The Contract Administrator”.

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all

respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
c/o Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

The Contractor: **Avery Construction Limited**
940 Second Line West
Sault Ste. Marie, ON P6C 2L3

The Contract Administrator: The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR –MATTHEW SHOEMAKER

_____
MUNICIPAL CLERK –RACHEL TYCZINSKI

THE CONTRACTOR (AVERY CONSTRUCTION LIMITED)

_____
SIGNATURE

NAME:_____

I have authority to bind the corporation

Schedule "A" to Form of Agreement

PUC INDEMNITY

IN CONSIDERATION of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the "**Facilities**") owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively "**PUC**") to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned's direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned's work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, and in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.

THE UNDERSIGNED acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

DATED this **8th** day of **April** , **2024**.

SIGNATURE BLOCK OF CONTRACTOR
[AVERY CONSTRUCTION LIMITED]

Per:_____
Name:
Title:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-57

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Stanley Street between Pine Street and Elizabeth Street including intersections from May 1, 2024 to November 30, 2024 to facilitate the Stanely Street Reconstruction.

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

1. **TEMPORARY STREET CLOSING OF STANLEY STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Stanley Street from May 1, 2024 to November 30, 2024 to facilitate the Stanley Street Reconstruction.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-58

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Spruce Street between Railroad Avenue and Wilcox Avenue (Contract 2024-3E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 8, 2024 between the City and Trimount Construction Group Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for the reconstruction of Spruce Street between Railroad Avenue and Wilcox Avenue (Contract 2024-3E).

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
RECONSTRUCTION OF SPRUCE STREET
Contract No 2024-3E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **8th** day of **April** in the year 2024, by and between **Trimount Construction Group Inc.**, hereinafter called the **“Contractor”**, AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the **“Owner”**.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

RECONSTRUCTION OF SPRUCE STREET
Contract No 2024-3E

which have been signed in triplicate by both parties and which were prepared by City of Sault Ste. Marie, acting as Contract Administrator and herein entitled, “The Contract Administrator”.

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all

respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
c/o Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

The Contractor: **Trimount Construction Group Inc.**
510 Second Line East
Sault Ste. Marie, ON P6B 4K1

The Contract Administrator: The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR –MATTHEW SHOEMAKER

_____
MUNICIPAL CLERK –RACHEL TYCZINSKI

THE CONTRACTOR (TRIMOUNT CONSTRUCTION GROUP INC)

_____
SIGNATURE

NAME:_____

I have authority to bind the corporation

Schedule "A" to Form of Agreement

PUC INDEMNITY

IN CONSIDERATION of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the "**Facilities**") owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively "**PUC**") to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned's direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned's work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, and in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.

THE UNDERSIGNED acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

DATED this **8th** day of **April** , **2024**.

SIGNATURE BLOCK OF CONTRACTOR
[TRIMOUNT CONSTRUCTION GROUP INC.]

Per:_____
Name:
Title:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-59

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Spruce Street between Railroad Avenue and Wilcox Avenue from May 1, 2024 to November 30, 2024 to facilitate the Spruce Street Reconstruction.

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

1. **TEMPORARY STREET CLOSING OF SPRUCE STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Spruce Street from May 1, 2024 to November 30, 2024 to facilitate the Spruce Street Reconstruction.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-60

DELEGATED AUTHORITY BY-LAW FOR MUNICIPAL LAW ENFORCEMENT OFFICERS (PARKING): A by-law to delegate authority to appoint Municipal Law Enforcement Officers to enforce parking regulations on public property and private parking lots.

WHEREAS the definition of a provincial offences officer was amended in section 1(1) of the *Provincial Offences Act*, R.S.O. 1990, c. P.33 (the "Act"), as part of the *Good Government Act*, 2009, S.O. 2009, c. 33 effective December 15, 2009 to define by-law enforcement officers to include employees of any municipality whose responsibilities include enforcement of a by-law, an Act or a regulation under an Act, while in the discharge of his or her duties;

AND WHEREAS section 1(3) of the *Act*, as amended, provides for the designation by a Minister of the Crown of any person or class of persons as a Provincial Offences Officer for the purpose of all or any class of offences;

AND WHEREAS Section 55 of the *Comprehensive Ontario Police Services Act,* S.O. 2019, c.1, as amended, (the "*Police Act*") authorizes municipal councils to appoint persons to enforce the by-laws of the municipality;

AND WHEREAS by Order dated July 30, 1984 and August 21, 1987, the Solicitor General has designated all employees of municipalities whose duties include the enforcement of municipal by-laws and persons appointed as Municipal Law Enforcement Officers under the *Police Act* as Provincial Offence Officers;

AND WHEREAS Section 227 of the *Municipal Act*, 2001, S.O., c. 25, as amended, states that it's the role of officers and employees of the municipality to carry out duties assigned by the municipality;

AND WHEREAS clause 23.2(1)(c) of the *Municipal Act*, permits a municipality to delegate certain legislative and quasi-judicial powers to an individual who is an officer, employee or agent of the municipality;

AND WHEREAS it is the desire of Council to delegate the authority to appoint Municipal Law Enforcement Officers to appropriate municipal staff for the purposes of expediting appointments and reducing routine requests of Council as it pertains to the appointment of Municipal Law Enforcement Officers to enforce parking regulations and by-laws on public property and private parking lots;

NOW THEREFORE council for the Corporation of the City of Sault Ste. Marie enacts as follows**:**

1. **DESIGNATION**

a) That the Director of Community Services, or designate, is hereby delegated the authority to appoint or rescind the appointment of municipal law enforcement officers for the purposes of enforcing The Corporation of the City of Sault Ste. Marie By-law 90-305, By-law 93-165, and By-law 2022-58.

b) The Director of Community Services, or designate, shall maintain a public registry of all appointed municipal law enforcement officers that corresponds with the by-law and area they are appointed to enforce, such public registry shall be made available to the public upon request.

2. **AMEND BY-LAWS 90-305, 93-165 and 2022-58**

By-laws 90-305, 93-165 and 2022-58 are amended by adding the following paragraphs before the "Effective Date":

"That the Director of Community Services, or designate, is hereby delegated the authority to appoint or rescind the appointment of municipal law enforcement officers for the purposes of enforcing the by-laws and responsibilities listed herein and

The Director of Community Services, or designate, shall maintain a public registry of all appointed municipal law enforcement officers that corresponds with the by-law and area they are appointed to enforce, such public registry shall be made available to the public upon request."

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-60 Delegated Authority for Appointment of Municipal Law Enforcement Officers (Parking).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-61

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Innovation Centre for the Community Development Fund-Economic Development funding for the Harvest Algoma acquisition.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 18, 2023 between the City and The Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Community Development Fund-Economic Development funding for the Harvest Algoma acquisition.

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 8th day of April, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

CITY OF SAULT STE. MARIE FUNDING AGREEEMENT

THE AGREEMENT is effective as of the 18th day of September, 2023 (Effective Date).

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

THE SAULT STE. MARIE INNOVATION CENTRE

(hereinafter referred to as the "Recipient")

WHEREAS on the 18th day of September, 2023, City Council has passed the following resolution:

> Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Community Development Fund Request – Harvest Algoma/Sault Ste. Marie Innovation Centre Acquisition be received and that funding for the acquisition be provided from the Community Development Fund-Economic Development stream in the amount of $180,000 to be paid out over a three-year period in payments of $60,000 per year on a claims basis.

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1.0 Term

The Agreement will commence on the Effective Date and will expire 3 months after:

i) The completion of the project (December 18, 2026); or
ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full.

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

2.0 Use of Funds

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time; and
ii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, other grants, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term.

3.0 Funds Provided

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding $180,000, to be paid out over a three-year period in payments of $60,000 per year, beginning in 2023.

The Recipient acknowledges that:

i. Any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Use of Funds

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.

3.2 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.3 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further installments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

3.4 Accounting Records

The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

The recipient shall maintain all financial records relating to the project for at least seven (7) years after the end of the agreement.

3.5 Reports

The Recipient shall:

i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and;
iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

4.0 Total Program Funding

i) The Recipient hereby confirms that for the purpose of this Project, the following additional sources of funding including without limitation, federal, provincial, municipal, or local government assistance has been approved or received:

Organization	Amount	Status
FedNor	$126,500	Approved
City of Sault Ste. Marie	$180,000	Approved
Social Services SSM	$354,000	Approved
Social Services Algoma District	$90,000	Approved
United Way of SSM & Algoma District	$90,000	Approved
Algoma Family Services	$60,000	Approved
CMHA Algoma	$15,000	Approved
Lukenda Foundation	$30,000	Approved
Nog-Da-Win-Da-Min	$30,000	Approved
Algoma Steel	$120,000	Approved
ADSB	$60,000	Approved
HSCDSB	$10,000	Approved
Algoma University Students Union	$57,000	Approved
Sault College Student Union	$20,000	Approved
Children's Aid Society	$2,400	Approved
Sault Rotary	$12,000	Approved
TOTAL CONFIRMED	**$1,256,900**	
Ontario Trillium Foundation	$100,000	Pending
NOHFC	$31,500	Pending
Skills Development Fund	$316,500	Pending
Algoma U - Community Kitchens	$12,000	Pending
TOTAL PENDING	**$460,000**	

TOTAL APPROVED AND PENDING	**$1,716,900**	

5.0 Procurement

5.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with a written policy.

5.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

5.3 The Recipient shall maintain procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation. Such procurement files will be maintained for at least seven (7) years after the end of the agreement.

5.4 Eligible Expenses must be invoiced directly to the recipient. Expenses which are invoiced to any party that is not the recipient will not be eligible for reimbursement.

6.0 Claims and Payments

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds, no more than $60,000 per year. The City will accept three claims for this project, one per year, during the 2023, 2024, 2025 period.

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, or an attestation in a form satisfactory to the City's Chief Financial Officer, or their designate, that is signed by a person that can bind the SSMIC.
ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement.
iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
iv. Any other documentation in support of the claim as may be required by the City.
v. $60,000 will be the maximum amount issued by the City per year.

6.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

6.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

6.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

6.1.4 Any internal auditor report prepared for the SSMIC shall have a separate accounting of funds for the operations of Harvest Algoma. The audit pertaining to the separate accounting of funds for the operations of Harvest Algoma, and material supporting funds claimed from the City, must be submitted to the City's Chief Financial Officer, or their designate, upon request. Any confidential information may be redacted prior to material being submitted to the City's Chief Financial Officer, or their designate, but the information must contain sufficient financial data to confirm the exact amounts claimed from the City by SSMIC. An attestation as described in paragraph 6.1 i. of this Agreement may be requested where the material information supporting the claimed amount is withheld in its entirety as confidential by the SSMIC. The City may, in addition, to or alternatively, at its own expense, enter the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the agreement, including 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 Funds.

6.2 Final Claim Procedures

In addition to the requirements set out in subsection 6.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

i. A final statement of total Project costs;
ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
iii. A final Activity Report on the Project;
iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and paid submitted for payment.

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any claims submitted after that date.

7.0 Recognition

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

8.0 Insurance

The Recipient(s) agrees to maintain at all times during the currency of this agreement hereinbefore described, a minimum of Five Million ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before April 1 2024.

9.0 Indemnity

The Recipient hereby agrees to indemnify and hold harmless the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

10.0 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and may result in the immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City. Each of the following events shall constitute an **"Event of Default"**:

i. If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
ii. If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
    a. Carry out the Project
    b. Complete the project by the expiry date of December 18, 2026
    c. Use or spend Funds; and/or
    d. Provide Reports
iii. The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
iv. The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
v. If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
vi. The Recipient ceases to operate; or

vii. A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable
viii. The Recipient ceases to operate; or

10.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

i. Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
ii. Suspend the payment of Funds for such period as the City determines appropriate;
iii. Reduce the amount of the Funds;
iv. Cancel all further payment of Funds;
v. Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
vi. Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
vii. Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
viii. Exercise any other rights or remedies available to the City under this Agreement or applicable law.

11.0 Termination

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination.

In the event that the City elects to terminate the Agreement as a result of an Event of Default on the part of the Recipient, as set out in Section 10.0 above, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and conditions set out in Section 10.0 and Section 10.1 herein shall apply.

12.0 Notice

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City of SSM:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

In the case of notice to the Recipient:

Peter Bruijns

Executive Director, Sault Ste. Marie Innovation Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

13.0 General Provisions

13.1 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

13.2 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

13.3 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

13.4 Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

14.0 Execution of Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____ Date _____

Name and Title Mayor Matthew Shoemaker

By: _____ Date _____

Name and Title City Clerk - Rachel Tyczinski

I/we have authority to bind the Corporation.

SAULT STE. MARIE INNOVATION CENTRE

By: _____ Date _____

Name and Title _____

By: _____ Date _____

Name and Title _____

I/we have authority to bind the Corporation.

SCHEDULE "A" PROJECT DESCRIPTION

1. **PROJECT DESCRIPTION**

The Sault Ste. Marie Innovation Center commits to acquiring the assets, staffing, and operating mandate of the Harvest Algoma program from the United Way of Sault Ste. Marie, including purchasing the building, acquiring the remaining two full time staff members, assuming program delivery, operating responsibilities, and volunteer coordination.

The rationale for this acquisition is to complement and reinforce initiatives and activities to sustain the operations of Harvest Algoma. The Rural Agri-Innovation Network (RAIN) intends to expand, support, and reinforce their current food security programming, while leveraging its agricultural infrastructure to support and scale their goals and business development.

2.**THE KEY PERFORMANCE TARGETS ARE:**

A. Support Harvest Algoma's Operations

- o Target: Food warehouse and commercial kitchen fully operational for programming upon takeover October 23, 2023.

B. Food Rescue and Distribution

- o Target: Rescue and distribute over 500,000 lbs of food annually – either through processed meals or through the food warehouse.

C. Community Resilience

- o Target: Grow community support for Harvest Algoma through fundraising efforts to $60,000 annually at the end of year 2.
- o Target: Establish Community Partners Committee for Harvest Algoma Food Rescue efforts to encourage greater awareness and participation by year 1. They will receive annual reports on Harvest Algoma's impact.

D. Job Creation and Hands-on Learning

- o Target: Create 13 new jobs, maintain 12 jobs, and engage 150 youth in hands-on learning experiences by the end of the project.

E. Sustainable Food Enterprise Development

- o Target: Enable 10 agri-food enterprises to do further product development by the end of year three.

F. Social Enterprise Development

- o Target: Launch a minimum of 5 distinct food products within the first 18 months. Achieve distribution in 5 local retail outlets and online platforms. Attain a revenue milestone of $50,000 by the end of the second year.

A) Project Dates:

a. Commencement Date – September 18, 2023
b. Completion Date – December 18, 2026

SCHEDULE "B" PROJECT COSTS AND FINANCING

RECIPIENT'S NAME: **Sault Ste. Marie Innovation Centre**

ALLOCATION: **$180,000**

The Recipient acknowledges this is a claims basis payment for Eligible Projects with Eligible Costs.

ELIGIBLE GRANT EXPENDITURES

1	Admin/IT Costs
2	Meal/Distribution Costs
3	Marketing/Fundraising Costs
4	Salary/Benefits
5	Building/Vehicle Services, Utilities
6	Mortgage/Taxes/Lease/Building Insurance
7	Maintenance & Repairs

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
** Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

SCHEDULE "C" REPORTING

The following documents shall be filed with the Finance Department of the City:

1. Claims for Eligible and Supported costs incurred in accordance with 6.1
2. Final claims procedures in accordance with 6.2

SCHEDULE "D"

SAULT STE.MARIE

DETAILED TRANSACTION LIST

Claim number:			Project / Name of Claimant:			
HST Registration Number:			% of HST not Eligible for credit or rebate:			
ITEM NUMBER	DATE OF INVOICE	NAME OF SUPPLIER	DESCRIPTION OF ITEM OR SERVICE PURCHASED	INVOICE NUMBER	AMOUNT (Net of HST rebates)	PAYMENT REFERENCE (Note 1)

Note 1

Cancelled cheque and/or such evidence satisfactory to the City of Sault Ste. Marie, in their sole discretion, that substantiates the payment of eligible project costs.

For Finance Use Only
Approved for Payment
Name: _____
Date: _____