The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, June 24, 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** 17 - 54

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the Minutes of May 13, 2024 meeting, June 3, 2024 Special Council meeting and June 3, 2024 Joint Council meeting be approved.

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

4. **Declaration of Pecuniary Interest**

5. **Approve Agenda as Presented**

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the Agenda for June 24, 2024 City Council meeting as presented be approved.

6. Presentations

6.1 Mayor for a Day

6.1.1 *Elise Hopper* *55 - 56*

6.2 Long Term Financial Plan 57 - 65

Sean-Michael Stephen, Managing Partner, Watson & Associates Economics Ltd.

6.3 Community Risk Assessment and Fire Master Plan Update 66 - 71

Suzanne Charbonneau-Dent, Tayport Limited

6.4 PUC Group of Companies – Report to Shareholder 2023 72 - 84

Andy McPhee, Chair, and Rob Brewer, President and CEO

6.5 Physician Recruitment 85 - 100

Dr. John Heintzman, Sault Area Hospital Chief of Staff and Carrie Stewart, Manager Physician Recruitment and Retention Program

6.6 *Parking Agreement – North Shore Tribal Council and Social Services*

Joe Fratesi

Don Mitchell, Interim CEO, Sault Ste. Marie Chamber of Commerce

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that all the items listed under date June 24, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 2025 Budget Schedule 101 - 102

A report of the Chief Financial Officer and Treasurer is attached for the information of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Chief Financial Officer and Treasurer dated June 24, 2024 concerning 2025 Budget Schedule be received as information.

7.2 Cancellation of Vacant Unit Rebate 103 - 105

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

The relevant By-law 2024-91 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 Two Eight-Metre Low Floor Parabus – Transit 106 - 107

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning acquisition of two eight-metre low floor parabuses be received and that the purchase from Creative Carriage Ltd. at $480,655 plus HST be approved with funding of $240,000 reallocated from the Transit 2022 budget for passenger vans.

The relevant By-law 2024-100 is listed elsewhere on the Agenda and will be read with all by-laws under that item.

7.4 RFP for Professional Collection Services – Provincial Offences 108 - 109

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

The relevant By-law 2024-101 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 RFP for White Goods and Scrap Metal Recycling – Public Works 110 - 111

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning white goods and scrap metal recycling as required by Waste Management – Public Works be received and that the proposal for the services be awarded to American Iron and Metal at the return rates quoted.

7.6 RFP Professional Engineering Services – John Rhodes Community Centre Arena Roof Replacement 112 - 113

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

The relevant By-law 2024-109 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 RFP for Playground Equipment – Westwood and Parkland Parks

114 - 116

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning the supply and installation of playground equipment for the Westwood and Parkland Parks as required by CDES and PWES be received and that the proposal submitted by Park N Water Ltd. at their proposed price of $300,162 plus HST be approved.

7.8 Tender for Equipment Purchase – Public Works

117 - 119

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery of one articulated wheeled loader be awarded to Brandt Tractor Ltd. at their bid price, meeting specifications, of $620,840 plus HST.

7.9 Tender for Equipment Purchase – Public Works

120 - 122

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one 16,500 lb. GVW gasoline service truck be awarded to Maitland Lewis Enterprise Ltd. at their bid price, meeting specifications, of $175,222 plus HST.

7.10 Library Cladding Project

123 - 125

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning Exterior Cladding – James L. McIntyre Library be received and that the tender be awarded to Everest Masonry Corp. 100378194 at their low

tendered price, meeting specifications, of $279,650 plus HST.

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

7.11 Property Tax Appeals 126 - 130

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Taxation dated June 24, 2024 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 354, 357 and 358 of the *Municipal Act.*

7.12 Transit Pass to Knowledge Program 131 - 138

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Director of Community Services dated June 24, 2024 concerning Transit Pass to Knowledge Program be received and that the Program be adopted on a permanent basis.

7.13 YMCA Agreement Update 139 - 140

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Director of Community Services dated June 24, 2024 concerning YMCA agreements be received as information.

7.14 Federation of Canadian Municipalities Brownfield Funding Approval 141 - 142

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Director of Economic Development dated June 24, 2024 concerning Federation of Canadian Municipalities Brownfield Funding Approval (portions of Gateway property) be received as information.

7.15 Financial Assistance for National Sport Competition – Marty Dimma 143 - 144

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Manager of Recreation and Culture dated June 24, 2024 concerning Financial Assistance for National Sport Competition – Marty Dimma be received and that the recommendation of the Parks and Recreation Advisory Committee that Council approve a grant in the amount of $200 to attend the 2024 Canadian Armwrestling Championships being held in Gatineau, Quebec on June 29 and 30, 2024 be approved.

7.16 Heritage Property Tax Rebate Application – 54 Summit Avenue 145 - 146

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Recreation and Culture dated June 24, 2024 concerning Heritage Property Tax Rebate Program Application for 54 Summit Avenue be received and that 54 Summit Avenue be enrolled in the Heritage Property Tax Rebate Program.

7.17 Ermatinger Clergue National Historic Site Capital Funding Reallocation 147 - 148

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Manager of Recreation and Culture dated June 24, 2024 concerning Ermatinger Clergue National Historic Site Capital Funding Reallocation be received and that the reallocation of funds from the Old Stone House roof replacement to other capital projects at the Ermatinger Clergue National Historic Site be approved.

7.18 Delegated Authority Funding Agreements 149 - 150

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

The relevant By-law 2024-108 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.19 Curb and Sidewalk Program 2024 151 - 156

A report of the Director of Public Works is attached for the information of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Director of Public Works dated June 24, 2024 concerning Curb and Sidewalk Program 2024 be received as information.

7.20 2024 Ditching Program 157 - 160

A report of the Director of Public Works is attached for the information of Council.

Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that the report of the Director of Public Works dated June 24, 2024 concerning Public Works 2024 Ditching Program be received as information.

7.21 Resurfacing Contract 161 - 162

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

The relevant By-law 2024-106 authorizing the execution of Contract 2024-7E is listed under item 12 of the Agenda and will be read with all By-laws under that item.

7.22 Miscellaneous Construction Paving 163 - 164

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

The relevant By-law 2024-107 authorizing the execution of Contract 2024-8E is listed under item 12 of the Agenda and will be read with all By-laws under that item.

7.23 Third Party Cost Recovery – Fire Services 2024 165 - 166

A report of the Fire Chief is attached for the consideration of Council.

The relevant By-Law 2024-102 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 Rotary Club of Sault Ste. Marie Correspondence *167 - 167*

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Deputy CAO, Community Development and Enterprise Services Appointment

8.1.1.1 Council report *168 - 169*

8.1.1.2 By-law 2024-104 *170 - 170*

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that By-law 2024-104, bring a by-law to appoint Brent Lamming as Deputy CAO, Community Development and Enterprise Services be passed in open Council this 24th day of June, 2024.

8.2 Corporate Services

8.2.1 Long Term Financial Plan 171 - 174

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that the report of the Chief Financial Officer and Treasurer dated June 24, 2024 concerning Long Term Financial Plan be approved.

8.2.1.1 Final Report *175 - 224*

8.3 Community Development and Enterprise Services

8.3.1 Parking Agreement – North Shore Tribal Council and Social Services 225 - 289

A report of the Director of Community Services and Director of Planning is attached for the information of Council.

The relevant By-law 2024-96 is listed under Agenda 12 and will be read with all by-laws under that item.

8.3.1.1 Correspondence Received *290 - 312*

8.3.2 By-law 2024-96 (Agreement) Parking Lot Lease North Shore Tribal Council and Social Services (March/Spring Street & Brock/Albert Street East) 313 - 324

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-Law 2024-96 being a by-law to authorize the execution of the parking lot lease agreement between the City and Sault Ste. Marie Housing Corporation and Mamaweswen, The North Shore Tribal Council Secretariat for parking spaces in the March/Spring Street Parking Lot and Brock/Albert Street East Parking Lot be passed in open Council this 24th day of June, 2024.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.5.1 Community Risk Assessment Update 2024 325 - 327

A report of the Fire Chief is attached for the information of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Fire Chief dated June 24, 2024 concerning Community Risk Assessment Update 2024 be received as information.

8.6 Legal

8.7 Planning

8.7.1 A-8-24-HP – 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc.) Removal of Holding Provision – Gateway Site 328 - 330

A report of the Director of Planning is attached for the information of Council

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Director of Planning dated June 24, 2024 concerning A-8-24-HP be received and that Council postpone this application to the August 15, 2024 Council meeting.

8.8 Boards and Committees

8.8.1 PUC Inc. and PUC Services Inc. 331 - 382

2023 Sustainability Report

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Matthew Shoemaker as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

8.8.2 PUC Inc. and PUC Services Inc. Shareholders Resolutions

Resolution of the Shareholder of PUC Inc.

Financial Statements
Be It Resolved That the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2023, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors
Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Appointment of Board Members
Be It Resolved That the following individual(s) are recommended for appointment for a
3-year term:

1. Ila Watson is recommended for appointment to commence a second 3-year term on the
Board.

Board members currently within their term limits are Andy McPhee, Elaine Pitcher, Bob Giroux, Scott Seabrook, Carla Barone and Paul Skeggs.

Resolution of the Shareholder of PUC Services Inc.

Financial Statements
Be It Resolved That the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2023, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors
Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Appointment of Board Members
Be It Resolved That that the following individual(s) are recommended for appointment for a 3-year term:

1. Ila Watson is recommended for appointment to commence a second 3-year term on the Board.

Board members currently within their term limits are: Andy McPhee, Elaine Pitcher, Bob Giroux, Scott Seabrook, Carla Barone and Paul Skeggs.

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

9.1 Clean-up of Waterfront and Marinas

Mover Councillor S. Spina

Seconder Councillor S. Hollingsworth
Whereas the waterfront and local marinas are an important part of our

community; and

Whereas garbage, plastic waste, discarded cigarette butts, and other debris find their way into our water systems by various means including littering, blowing winds, and accidental means; and

Whereas it is said that 8 million tonnes of plastic waste end up in our oceans every year and it is incumbent on us to protect our local water systems to keep them clear of garbage, plastic waste, cigarette butts, and other debris; and

Whereas the waterfront and marinas in Sault Ste. Marie are often prone to collecting garbage, plastic waste, cigarette butts, and other debris that floats in the water systems causing potential damage to the ecosystem; and

Whereas “Seabins” are floating trash skimmers that take in debris and trash-filled water through a pump to retain the trash in a catch bag while returning clean water to the waterway; and

Whereas “Seabins” are a known product that, when used strategically can help to keep garbage out of the environment by intercepting trash that has made its way into the water ecosystem; and

Whereas Oceans Plastic Clean Up . Com advises that “Seabins” can help capture approximately 3.9 kgs of trash per day or 1.4 tons per year, eliminating the waste from our waterways to help protect our environment

Now Therefore Be It Resolved that staff be requested to review the process of installing “Seabins” at local marinas and strategic waterfront areas and report back with a plan to implement the installation before the end of the 2024 season.

9.2 Bike Valets

Mover Councillor A. Caputo

Seconder Councillor S. Spina
Whereas bike valets provide a secure, supervised areas to leave bicycles; and

Whereas The Soo Moves Plan aims to help make it easier to walk or bike in the City, providing residents and visitors with new ways to connect with the community at a human scale; and

Whereas many people cite bike theft as a reason they do not bike to destinations in the downtown; and

Whereas according to Square One Insurance Services, bicycle thefts increased by 429 per cent in Victoria, Vancouver, Calgary, Regina, Winnipeg, Toronto, and Montreal; and

Whereas quality of life is listed as a pillar in the City’s strategic plan and increasing the opportunity to safely bike within our city increases quality of life advantages while also contributing to having vibrant downtown areas

Now Therefore Be It Resolved that staff be requested to research and report back on a pilot project of bike valets in key downtown areas in Sault Ste. Marie during the summer months.

9.3 Ronald A. Irwin Civic Centre Seventh Floor Space

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Hollingsworth

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

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

Whereas vacant space exists on the property; and

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

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

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

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

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

9.4 Self-Cleaning Public Toilets

Mover Councillor L. Vezeau-Allen

Seconder Councillor A. Caputo

Whereas in our community and many others the populations of those who are homeless or precariously housed have been on the increase, adding pressures on agencies that serve the most vulnerable; and

Whereas the reality of having access to clean and safe toileting facilities has been identified as need across our service agencies; and

Whereas while our City has publicly accessible washrooms at various locations, including: Dennis Street Bus Terminal, GFL Memorial Gardens, Downtown Plaza, Roberta Bondar Pavilion and through our District Social Services at the Community Resource Centre, these facilities are not open or available on a 24-hour, 7-day a week basis; and

Whereas the general public and tourists alike also need access to washroom

facilities outside regular business hours of public facilities; and

Whereas since 1992 vandal-proof, self-cleaning toilets have been available in Europe; and Whereas in cities such as Montreal, Valemount B.C. and soon, Waterloo Ontario, have public accessible free self-cleaning toilets

Now Therefore Be It Resolved that staff be requested to research and connect with social services agencies to seek input and plan for possible self-cleaning toilet facilities in our community and provide Council with a report, including potential locations, cost and maintenance responsibilities.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that all By-laws under item 12 of the Agenda under date June 24, 2024 save and except By-law 2024-104 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 2024-91 (Tax) Cancellation of Vacant Unit Rebates 383 - 384

A report from the Chief Financial Officer and Treasurer is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2024-91 being a by-law to suspend the provision of vacant unit rebates be passed in open Council this 24th day of June, 2024.

12.1.2 By-law 2024-100 (Agreement) Metrolinx Parabus Purchase 385 - 421

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that By-law 2024-100 being a by-law to authorize the execution of the Agreement with Creative Carriage Ltd. for the acquisition of two (2) eight (8) metre low floor parabuses be passed in open Council this 24th day of June, 2024.

12.1.3 By-law 2024-101 (Agreement) POA Collections 422 - 432

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-law 2024-101 being a by-law for awarding Professional Collection Services as required by the POA Division of the Legal Department be passed in open Council this 24th day of June, 2024.

12.1.4 By-law 2024-102 (Agreement) Fire Services Cost Recovery Extension Fire Marque 433 - 435

A report from the Fire Chief is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-Law 2024-102 being a by-law to authorize the execution of the Extension Agreement between the City and Fire Marque Inc. for the provision of cost recovery services be passed in open Council this 24th day of June, 2024.

12.1.5 By-law 2024-103 (Vendors Prohibited Licencing) Rotaryfest 2024 436 - 437

Correspondence from Rotary Club of Sault Ste. Marie is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor C. Gardi
Resolved that By-law 2024-103 being a by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2024 be passed in open Council this 24th day of June, 2024.

12.1.6 By-law 2024-104 (Appointment) Deputy CAO Community Development and Enterprise Services

12.1.7 By-law 2024-106 (Engineering) Wallace Terrace Resurfacing Pioneer Construction Inc. 438 - 441

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-law 2024-106 being a by-law for the resurfacing of Wallace Terrace from Goulais Avenue to Korah Road (Contract 2024-7E) be passed in open Council this 24th day of June, 2024.

12.1.8 By-law 2024-107 (Engineering) Miscellaneous Construction/Paving Ellwood Robinson Inc. 442 - 445

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-law 2024-107 being a by-law for miscellaneous construction/paving and surface treatment to various locations within the City (Contract 2024-8E) be passed in open Council this 24th day of June, 2024.

12.1.9 By-law 2024-108 (Delegation) Deputy CAO CDES Funding Agreements 446 - 461

A report from the Solicitor is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-law 2024-108 being a by-law to authorize the Deputy CAO, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie funding agreements for contributions approved by City Council and in the form prescribed herein be passed in open Council this 24th day of June, 2024.

12.1.10 By-law 2024-109 (Agreement) John Rhodes Community Centre Roof Replacement (Rimkus Consulting Canada Inc.) 462 - 533

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

Mover Councillor S. Spina

Seconder Councillor M. Scott
Resolved that By-Law 2024-109 being a by-law to authorize the execution of the Agreement between the City and Rimkus Consulting Group Canada Inc. for engineering services for the roof replacement at John Rhodes Community Centre be passed in open Council this 24th day of June, 2024.

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 S. Hollingsworth

Seconder Councillor M. Scott
Resolved that this Council move into closed session to discuss:

- one item concerning proposed acquisition of land; and
- one item concerning labour relations or employee negotiations.

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 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 or local board and section 239 2 (d) labour relations or employee negotiations

15. Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that this Council now adjourn.

The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Monday, June 3, 2024
4:30 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach (by video), Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor S. Hollingsworth
Officials:	T. Vair (by video), R. Tyczinski, L. Girardi, K. Fields, S. Schell, P. Johnson, N. Ottolino, T. Anderson, T. Vecchio, M. Borowicz-Sibenik, P. Tonazzo, C. Taddo, R. Van Staveren, M. Zuppa, T. Vecchio

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1. Land Acknowledgement

2. Adoption of Minutes

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – By-law 2024-94 (Official Plan Amendment) 267 Cathcart Street

Applicant is a client of law firm.

4.2 Mayor M. Shoemaker – By-law 2024-95 (Zoning) 267 Cathcart Street

Applicant is a client of law firm.

5. Approve Agenda as Presented

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that the Agenda for the June 3, 2024 Special City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Presentations

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

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that all the items listed under date June 3, 2024 – Agenda Item 7 – Consent Agenda be approved.

Carried

7.1 Landfill Operations and Monitoring 2023 – Environmental Monitoring Committee

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

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that the report of the Manager of Development and Environmental Engineering dated June 3, 2024 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Carried

7.2 Noise By-law Exemption – Contract 2023-11E

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

The relevant By-law 2024-90 is listed under item 12 of the Minutes.

7.3 Yates Avenue – Torque-Fab Inc. 2.85 Acre Land Disposition

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

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation Counsel dated June 3, 2024 concerning Yates Avenue – Torque-Fab Inc. land disposition be received and that the City owned property described as being Part of Section 34 Korah, being Part PIN 31609-0384, specifically the 2.85 acre parcel identified in Schedule “A” to this Report be declared surplus to the City’s needs and the disposition of the said property be authorized in accordance with the City’s policy for the disposition of land to Torque-Fab Inc. for the amount of $142,500;

Further, once the Buyer waives the financing condition in the Agreement of Purchaser and Sale the cost of the survey be borne by the City.

The relevant By-law 2024-89 is listed under Agenda item 12 and will be read with all by-laws under that item.

Carried

7.4 Fox Run Subdivision (Part Lot Control) – Further Amendment to By-law 2013-95

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

The relevant By-law 2024-93 is listed under item 12 of the Minutes.

8. Reports of City Departments, Boards and Committees

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

9.1 Association of Municipalities of Ontario Board Nomination

Moved By Councillor L. Dufour
Seconded By Councillor S. Spina

Resolved that the Council for the City of Sault Ste. Marie nominates Angela Caputo for the position of Large Urban Caucus Director on the AMO Board of Directors for the 2024–2026 term.

	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 S. Spina
Seconded By Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda save and except By-laws 2024-94 and 2024-95 under date June 3, 2024 be approved.

Carried

12.1 By-law 2024-86 (Agreement) CUPE 3 Community Services Group

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that By-law 2024-86 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group for the term commencing February 1, 2023 to January 31, 2028 be passed in open Council this 3rd day of June, 2024.

Carried

12.2 By-law 2024-87 (Zoning) 26 Queen Street E (Priority Home Group Inc. c/o Mehdi Arfaei)

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

Resolved that By-Law 2024-87 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 26 Queen Street East (Priority Home Group Inc. c/o Mehdi Arfaei) be passed in open Council this 3rd day of June, 2024.

Carried

12.3 By-law 2024-88 (Official Plan Amendment) Strategic Development Areas

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that By-law 2024-88 being a by-law to adopt Amendment No. 252 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 3rd day of June, 2024.

Carried

12.4 By-law 2024-89 (Property Sale) Yates Avenue Sale to Torque Fab Inc.

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

Resolved that By-law 2024-89 being a by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 PLAN 1R10744 EXCEPT PART 1 PLAN 1R10935, PART 1 PLAN 1R11773, PARTS 2 & 3 PLAN 1R13242, PART 1 PLAN 1R13366 & PART 1 PLAN 1R13469; SUBJECT TO AN EASEMENT AS IN LT127571; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE being property on Yates Avenue as surplus to the City's needs and to authorize the disposition of the said property to Torque-Fab Inc. (David Fleury) be passed in open Council this 3rd day of June, 2024.

Carried

12.5 By-law 2024-90 (Engineering) South Market Storm Sewer Rehabilitation

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

Resolved that By-law 2024-90 being a by-law to exempt and facilitate work under the South Market area storm sewer rehabilitation (Contract 2023-11E), tentatively scheduled June 17, 2024 in the area of Boundary Road from South Market Street to Eastern Avenue from the Noise Control By-law 80-200 for the duration of the construction season of 2024 for the City of Sault Ste. Marie, be passed in open Council this 3rd day of June, 2024.

Carried

12.6 By-law 2024-93 (Part Lot Control) Fox Run Subdivision Phase I Extension

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that By-law 2024-93 being a by-law to to further amend By-law 2013-95 to extend the time period specified for the expiration of the by-law as provided in Section 4 of By-law 2013-95 so as to continue to designate Lots 1 to 24 inclusive, Plan 1M589 in the Fox Run Subdivision, Phase I, Sault Ste. Marie as an area not subject to part lot control be passed in open Council this 3rd day of June, 2024.

Carried

12.7 By-law 2024-94 (Official Plan Amendment) 267 Cathcart Street

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

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that By-law 2024-94 being a by-law to adopt Amendment No. 253 to the Official Plan for the City of Sault Ste. Marie (Claudia Daniels) 267 Cathcart Street be passed in open Council this 3rd day of June, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			**X**	
Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	**8**	**0**	**1**	**2**

Carried

12.8 By-law 2024-95 (Zoning) 267 Cathcart Street

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

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

Resolved that By-law 2024-95 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 267 Cathcart Street be passed in open Council this 3rd day of June, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			**X**	

Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**9**	**0**	**1**	**1**

Carried

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

14. Closed Session

15. Adjournment

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

That this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Monday, June 3, 2024
5:00 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach (by video), Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor S. Hollingsworth
Officials:	T. Vair, R. Tyczinski, L. Girardi, K. Fields, S. Schell, P. Johnson, ,N. Ottolino T. Anderson, T. Vecchio, M. Zuppa, P. Tonazzo, R. Van Staveren,
Others:	Mayor D. Gerrie, Mayor Pro-Tem, Commissioner J. Bosbous-Rath, City Manager B.Chapman, Deputy City Manager/ City Clerk R. Troyer, Finance Director K. Collins, City Engineer D. Boyle, Public Services Director T. Perron, Community Development Director K. Freeman, Water Director K. Tews, Police Chief W. Bieling, Fire Chief E.Miller, EDC Specialist, N.Radke

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1. Land Acknowledgement

2. Sault Ste. Marie Michigan Commission – Pledge of Allegiance

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Moved By Councillor S. Spina
Seconded By Councillor M. Scott

That the Agenda for the June 3, 2024 Special City Council Joint Meeting with Sault Ste. Marie Michigan as presented be approved.

Carried

5.1 Mayor Matthew Shoemaker – Welcome and Introduction of City Council

5.1.1 Acting CAO Karen Fields — Introduction of staff

5.2 Mayor Don Gerrie – Introduction of City Commission

5.2.1 City Manager B. Chapman — introduction of staff

6. Sault Ste. Marie Michigan Project Update

City Manager B. Chapman provided an overview of current projects.

7. Sault Ste. Marie Ontario Project Update

7.1 Port Project

R. Van Staveren, Director of Economic Development was in attendance.

7.2 Waterfront Revitalization

T. Anderson, Director of Tourism and Community Development was in attendance.

8. US Army Corps of Engineers — Sault Locks Project Update

9. International Bridge Authority Update

P. Petainen, Bridge Director provided an update.

10. Lake Superior State University President

New President Doctor D. Travis was introduced.

11. Adjournment

Moved By Councillor S. Spina
Seconded By Councillor C. Gardi

That this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, May 13, 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 (by video until 8:40 p.m.), Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Officials: T. Vair, R. Tyczinski, L. Girardi, S. Schell, P. Johnson, N. Ottolino, S. Hamilton Beach, B. Lamming, T. Anderson, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, S. Zuppa, T. Reid, R. Van Staveren, V. McLeod, E. Cormier, G. Atkinson

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14. Closed Session

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that this Council move into closed session to discuss:

- one item concerning labour relations or employee negotiations; and
- three items concerning confidential information which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere with contractual or other negotiations of an organization;

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 without the need for a further authorizing resolution.

Municipal Act R.S.O. 2002 – section 239 2 (b) labour relations or employee negotiations; (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

Carried

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the Minutes of the Regular Council Meeting of April 29, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Planning Act Application A-7-24-Z.OP: 267 Cathcart Street and 159 John Street

Applicant is a client of law firm.

4.2 Mayor M. Shoemaker – Joint Venture

One of the parties is a client of law firm.

4.3 Councillor S. Spina – Downtown Security Foot Patrols

Partner in a security company.

4.4 Councillor C. Gardi – YMCA

Member of YMCA

5. Approve Agenda as Presented

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the Agenda and Addendum #1 for May 13, 2024 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 First Nations Robinson-Huron Treaty Settlement

Chief Karen Bell, Garden River First Nation and Chief Mark McCoy, Batchewana First Nation were in attendance.

6.2 YMCA

Councillor C. Gardi declared a conflict on this item. (Member of YMCA)

Elise Schofield, Chair and Jake D'Agostini, Board Spokesperson were in attendance.

6.3 PUC Inc.

Robert Brewer, Ila Watson, Mark Faught and Katie Elliott were in attendance.

6.4 Parks and Recreation Master Plan

Leandra Correale Ferguson, Associate, thinc design and Mary Catherine Mehak, Principal Planner, Mehak, Kelly & Associates Inc. attended electronically.

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

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

Resolved that all the items listed under date May 13, 2024 – Agenda item 7 – Consent Agenda save and except Agenda item 7.10 be approved as recommended.

Carried

7.1 Housing Accelerator Fund

Correspondence from Mayor Shoemaker to The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities was received by Council.

7.2 Year End Financial Report – December 31, 2023

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

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Chief Financial Officer and Treasurer dated May 13, 2024 concerning Year End Financial Report – December 31, 2023 be received and that:

- the 2023 surplus be transferred to the Contingency Reserve for future direction of Council;
- the Port of Algoma Inc. accounts receivable in the amount of $552,875 be written off; and
- 2023 year end transfers be approved.

Carried

7.3 Asbestos Abatement – James L. McIntyre Library

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

The relevant By-Law 2024-77 is listed under item 12 of the Minutes.

7.4 Professional Services – Rooftop Solar Panels

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

The relevant By-law 2024-84 is listed under item 12 of the Minutes.

7.5 Tender for Equipment Purchase – Public Works (Parks)

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

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works (Parks) be received and that the tender for the supply and delivery one split body gasoline trash compactor be awarded to Nexgen Municipal Inc. at their bid price, meeting specifications, of $270,699.75 plus HST.

Carried

7.6 Tender for Equipment Purchase – Public Works

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

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

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works be received and that the tender for the supply and delivery of one 10-ton portable asphalt recycler be awarded to SNT Solutions Inc. at their low price, meeting specifications, of $200,000 plus HST.

Carried

7.7 Tender for Equipment Purchase – Public Works

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

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

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works be received and that the tender for the supply and delivery of one vacuum body catch basin cleaner be awarded to FST Canada Inc. at their bid price, meeting specifications, of $763,018.77 plus HST.

Carried

7.8 Tender for Equipment Purchase – Public Works

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

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works be received and that the tender for the supply and delivery of one motor grader be awarded to Brandt Tractor Inc. at their bid price, meeting specifications, of $566,807 plus HST.

Carried

7.9 Beer Pouring Rights – GFL Event Centre

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

The relevant By-law 2024-75 is listed under item 12 of the Minutes.

7.11 Community Development Fund – Economic Development Stream: Wolowich Tool Repair

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

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

Resolved that the report of the Manager of Business Development dated May 13, 2024, concerning Community Development Fund – Economic Development Stream: Wolowich Tool Repair be received and that $15,000 from the Community Development Fund – Economic Development stream to support business expansion and investment at 690 Black Road be approved.

Carried

7.12 April 2024 Tourism Development Fund Applications

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

Resolved that the report of the Director of Tourism and Community Development dated May 13, 2024 concerning April 2024 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $18,375 as detailed below be approved:

- Fringe North International Theatre Festival ($5,000);
- Ontario Junior Archery Challenge ($3,000);
- Sault Ste. Kennel Club All Breed Conformation Show ($3,000);
- Salty Marie Trails Festival ($5,000); and
- Spring International Swim Meet ($2,375).

Carried

7.13 Noise By-Law Exemption Summer Events 2024

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

The relevant By-law 2024-71 is listed under item 12 of the Minutes.

7.14 2023 Annual Report – Ermatinger Clergue National Historic Site

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

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

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 13, 2024 concerning 2023 Annual Report – Ermatinger Clergue National Historic Site be received on behalf of the Historic Sites Board.

Carried

7.15 2024 Firearms and Noise By-law Exemptions – Ermatinger Clergue National Historic Site

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

The relevant By-law 2024-67 is listed under item 12 of the Minutes.

7.16 Nature Canada – Bird Friendly City Certification Program Update

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Nature Canada – Bird Friendly City Certification Program Update be received as information.

Carried

7.17 Community Development Fund – Green Initiatives Stream Applications 2024 Q1 Intake

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Community Development Fund – Green Initiatives Stream Applications 2024 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the following six projects be approved:

1. Invasive Species Centre Himalayan Balsam Community Pull 2.0 Project – $3,449.72;
2. Sault Climate Hub Little Forest – $5,280.44;
3. Sault Search and Rescue E-Bike Project – $8,786.25;
4. Sault Ste. Marie Museum LED Retrofit – $1,971.71;
5. Algoma Fish and Game Club Invasive Species Sign Project – $885.92; and
6. NORDIK Institutes Shoreline Clean-Up Project – $7,500.

Carried

7.18 2024 Equipment List – Amendment

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

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

Resolved that the report of the Director of Public Works dated May 13, 2024 concerning 2024 Equipment List – Amendment be received and that the estimated budget for the Parks Deck Rider be redirected towards the purchase of a 2014 pickup from Police Services.

Carried

7.19 2024 Road Resurfacing Program

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

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

Resolved that the report of the Director of Engineering dated May 13, 2024 be received and that the 2024 Road Resurfacing Program be approved.

Carried

7.20 Highway 17 East Emergency Access

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

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

Resolved that the report of the Director of Engineering dated May 13, 2024 concerning Highway 17 East Emergency Access be received as information.

Carried

7.21 Contract 2024-2E Reconstruction of Lake Street

The report of the Municipal Services and Design Engineer was received by Council.

The relevant By-laws 2024-82 and 2024-83 are listed under item 12 of the Minutes.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 13, 2024 concerning Reconstruction of Lake Street be received and that Contract 2024-2E be awarded to Trimount Construction Group Inc.;

Further that Council authorize a contribution of $885,866 from prior years uncommitted capital transportation fund to support the completion of the project.

Carried

7.22 Traffic Calming Prioritization List

The report of the Municipal Services and Design Engineer was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated May 13, 2024 concerning Traffic Calming Prioritization List 2024 be received as information.

Carried

7.23 Agreement to Grant Utility Easement and Permission for Immediate Entry – City, PUC and SSMRCA

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

The relevant By-law 2024-74 is listed under item 12 of the Minutes.

7.24 Property Acquisition – 254 Sydenham Road, 677 and 681 Brunswick Avenue

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

The relevant By-law 2024-78 is listed under item 12 of the Minutes.

7.25 Request for Deeming By-laws for 1000443285 Ontario Inc. and Glove Holdings Inc. – St. Thomas Street and Bay Street Properties

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

The relevant By-laws 2024-79 and 2024-80 are listed under item 12 of the Minutes.

7.26 Deeming By-law – Part Barton Street and Part Lot 169 Hamilton Subdivision (Frank Marrello)

The report of the Solicitor was received by Council.

The relevant By-law 2024-76 is listed under item 12 of the Minutes.

7.27 Delegated Authority – NOHFC Queen Street Funding

The report of the Solicitor was received by Council.

The relevant By-law 2024-81 is listed under item 12 of the Minutes.

7.10 Downtown Security Foot Patrols

Councillor S. Spina declared a conflict on this item (Partner in a security company).

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

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Director of Community Services dated May 13, 2024 concerning Downtown Security Foot Patrols be received and that Council approve the establishment of a pilot program to implement a downtown foot patrol.

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

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 YMCA

Councillor C. Gardi declared a conflict on this item (Member of YMCA).

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

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

Resolved that the report of the CAO dated May 13, 2024 concerning an agreement with the YMCA be received and Council authorize City staff to finalize a ten-year lease agreement with both the Organization and the YMCA;

Further that Council authorize a contribution of up to $505,000 from the contingency reserve to support capital refurbishments at the YMCA and maximize an NOHFC funding agreement;

Further that Council request staff determine a path forward to enable the YMCA building to continue to be exempt from municipal taxation if such exemption is lost as a result of this transaction.

	For	**Against**	**Conflict**	**Absent**
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo		X		
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi			**X**	
Councillor M. Scott	X			
Results	**7**	**3**	**1**	**0**

Carried

Amendment:
Moved by: Councillor M. Bruni
Seconded by: Councillor S. Hollingsworth

Resolved that the main motion be amended by removing the words "further that Council authorize a contribution of $505,000 from the contingency reserve to support capital refurbishments at the YMCA and maximize an NOHFC funding agreement."

	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	**4**	**6**	**1**	**0**
				Defeated

8.3.2 Parks and Recreation Master Plan 2024-2034

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

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Director of Community Services dated May 13, 2024 be received and that the Parks and Recreation Master Plan 2024-2034 be approved.

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

Carried

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-5-24-OP Strategic Development Areas

The report of the Junior Planner was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Junior Planner dated May 13, 2024 concerning A-5-24-OP Strategic Development Areas be received and that Council approve this application and amend the Official Plan by way of a map and text change as outlined in OPA 252 attached;

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

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

Carried

8.7.2 Planning Act Application A-7-24-Z.OP: 267 Cathcart Street and 159 John Street

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

Acting Mayor L. Vezeau-Allen assumed the chair.

The report of the Junior Planner was received by Council.

The Applicant Claudia Daniels was in attendance.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that the report of the Junior Planner dated May 13, 2024 concerning *Planning Act* application A-7-24-Z.OP be received and that Council:

267 Cathcart Street

1. Approve Official Plan Amendment 253 in the following manner:
    a. Re-designate the subject property on Land Use Schedule C of the Official Plan from Residential to Commercial; and
    b. Amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (650m^2) outside of the downtown area.
2. Rezone the subject property from Low Density Residential Zone (R3.S365) with Special Exception No. 365 to Commercial Transitional Zone (CT2.S365) with the following amended special exception 365:
    a. Repeal special exception provisions 1 and 2; and;
    b. Reduce the required number of parking spaces from 35 to 22 spaces.

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

That Council deny the applicant’s request to rezone 159 John Street for the purpose of permitting satellite parking

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

Carried

Mayor M. Shoemaker resumed the chair.

8.7.3 Draft Plan of Vacant Condominium – 57T-24-501 – 551 Korah Road and 0 Prentice Avenue

The report of the Junior Planner was received by Council.

John McDonald was in attendance on behalf of the Applicant.

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

Resolved that the report of the Junior Planner dated May 13, 2024 concerning Application 57T-24-501 – 551 Korah Road and 0 Prentice Avenue (Mark Lepore) be received and that Council

grant Draft Plan Approval for a 10 unit (lot) Vacant Land Condominium consisting of 30 multiple attached dwelling units, subject to the conditions of Draft Approval outlined in Appendix A;

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	**10**	**0**	**0**	**1**

Carried

8.7.4 26 Queen Street East (PHG Renos c/o Mehdi Arfaei)

The report of the Planner was received by Council.

The Applicant Mehdi Arfaei was in attendance.

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

Resolved that the report of the Planner dated May 13, 2024 concerning Application A-6-24-Z 26 Queen Street East be received and that Council:

- Rezone 26 Queen Street East from Central Commercial Zone (C2) to Central Commercial Zone (C2.S) with a Special Exception to permit, in addition to the uses presently permitted in a C2 zone, a rooming house, subject to the following special provision:
- Allow residential dwellings and rooming units to be located on the ground floor of the existing building, but not directly fronting onto Queen Street East;

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	**10**	**0**	**0**	**1**

Carried

8.8 Boards and Committees

8.8.1 Appointment to Fill Downtown Association Vacancy

Correspondence from the Downtown Business Improvement Area (Downtown Association) was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that Tamar Tucker be appointed to the Downtown Business Improvement Area (Downtown Association) Board from May 13, 2024 to December 31, 2026.

	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

8.8.2 PUC Inc. Shareholder Meeting

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints:

- Mayor Matthew Shoemaker as Council's proxy to vote on the Axium Infrastructure Investment/Partnership resolution of the shareholder of PUC Inc. and PUC Services Inc.; and
- Councillor Lisa Vezeau-Allen as Acting Mayor Council's proxy to vote on the Joint Venture resolution of the shareholder of PUC Inc. and PUC Services Inc.

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

Carried

8.8.2.1 Axium Infrastructure Investment/Partnership

Whereas PUC Inc. is a wholly owned municipal corporation of the City of Sault Ste. Marie, and

Whereas the City of Sault Ste. Marie as the shareholder of PUC Inc. has established a shareholder declaration that requires PUC Inc. to seek and receive shareholder approval with respect to the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of $5,000,000 or any capital expenditures which, in aggregate, are in excess of $10,000,000 in any financial year of PUC Inc. and the Subsidiary Corporations on a consolidated basis; and

Whereas the electric industry in Ontario is undergoing significant transition; and

Whereas Algoma Steel Inc. is currently constructing an electric arc furnace that will require a new transmission connection; and

Whereas the Shareholder previously approved the creation of PUC Transmission LP Inc. and PUC Transmission GP Inc., (PUC Transmission); and

Whereas PUC Transmission has previously proposed the formation of a partnership with Axium Infrastructure to enable the development and construction of a 230kV transmission line and transmission station to service the west end of Sault Ste. Marie and Algoma Steel’s electric arc furnace project; and

Now Therefore Be It Resolved that the Shareholder of PUC Inc. hereby:

Authorize and empower PUC Inc. to approve its subsidiary PUC Transmission to negotiate, finalize, execute and deliver any and all agreements, documents, certificates, or instruments necessary or appropriate to establish and operate the partnership, including, but not limited to, the partnership agreement, operating agreements, and any ancillary agreements or documents; and

Authorize PUC Inc. to invest in PUC Transmission its 20 percent contribution of the equity totalling $16 million at project close, which is expected to occur in mid-late 2027.

8.8.2.2 Joint Venture

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

Acting Mayor L. Vezeau-Allen assumed the chair.

Whereas PUC Inc. is a wholly owned municipal corporation of the City of Sault Ste. Marie, and

Whereas the City of Sault Ste. Marie as the shareholder of PUC Inc. has established a shareholder declaration that requires PUC Inc. to seek and receive shareholder approval with respect to the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of $5,000,000 or any capital expenditures which, in aggregate, are in excess of $10,000,000 in any financial year of PUC Inc. and the subsidiary corporations on a consolidated basis, and

Whereas the electric industry in Ontario is undergoing significant transition, and

Whereas, PUC Inc. has successfully partnered with other utilities for the delivery of a number of utility-related services, including Conservation Demand Management (CDM) and utility vegetation control, and

Whereas PUC Inc. is proposing the establishment of a joint venture with three other utilities, Greater Sudbury Utilities, North Bay Hydro and NT Power, for the purpose of pursuing initiatives that will benefit both the utilities and the broader communities they serve.

Therefore Be It Resolved that the Shareholder of PUC Inc. hereby:

Authorize and empower PUC Inc. to negotiate, finalize, execute and deliver any and all agreements, documents, certificates, or instruments necessary or appropriate to establish and operate the joint venture, including, but not limited to the joint venture agreement, operating agreements, and any ancillary agreements or documents; and

Authorizes PUC Inc. to take any and all actions necessary or appropriate to setup the establishment of the joint venture, included but not limited to the appointment of officers, directors, or other personnel to manage the joint venture on behalf of the Company.

Mayor M. Shoemaker resumed the chair.

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

9.1 Physician Shortage

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Spina

Whereas the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario are expected to retire in the next five years; and

Whereas the Ontario Medical Association and the Province of Ontario were negotiating a funding agreement to improve access, reduce wait times, and to help encourage physicians to enter the areas of practice most in need; and

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77% in 2008 to 65% in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

Whereas the Government of Ontario recently submitted arguments to an arbitrator stating "there is no concern of a diminished supply of physicians", ignoring the real needs of communities across the province including Sault Ste. Marie and every Ontarian without access to a physician;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie urge the Province of Ontario to recognize the physician shortage in Sault Ste. Marie and Ontario, to fund health care appropriately, and ensure every Ontarian has access to physician care.

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

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

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

Resolved that all By-laws under item 12 of the Agenda under date May 13, 2024 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 2024-67 (Regulations) Noise and Firearms Exemption – Ermatinger Clergue National Historic Site

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-Law 2024-67 being a by-law to exempt the Ermatinger Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noise in the City of Sault Ste. Marie be passed in open Council this 13th day of May, 2024.

Carried

12.1.2 By-law 2024-71 (Noise Exemption) Summer Events

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-71 being a by-law to to exempt the various locations of the 2024 Summer Events on May 17-19, 2024, and July 18-20, 2024, from the Noise Control By-law 80-200.

Carried

12.1.3 By-law 2024-74 (Agreement) PUC Easement Connaught and Wright

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-Law 2024-74 being a by-law to authorize the execution of the Agreement between the City and The Public Utilities Commission of the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority to grant a utility easement and permission for immediate entry for the Wright Street to Connaught watermain be passed in open Council this 13th day of May, 2024.

Carried

12.1.4 By-law 2024-75 (Agreement) GFL Memorial Gardens Pouring Rights

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-75 being a by-law to authorize the execution of the Agreement between the City and Molson Coors Beverage Company for the Pouring Rights of the GFL Memorial Gardens be passed in open Council this 13th day of May, 2024.

Carried

12.1.5 By-law 2024-76 (Subdivision Control) Deeming Hamilton Subdivision (Frank Marrello)

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-76 being a by-law to deem not registered for purposes of subdivision control certain lots in the Hamilton Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

Carried

12.1.6 By-law 2024-77 (Agreement) Library Asbestos Abatement

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-77 being a by-law to authorize the execution of the Agreement between the City and Colin's Haulage Inc. for asbestos abatement at James L. McIntyre Centennial Library be passed in open Council this 13th day of May, 2024.

Carried

12.1.7 By-law 2024-78 (Property Acquisition) 254 Sydenham Road, 677 and 681 Brunswick Avenue (Healey)

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-Law 2024-78 being a by-law to authorize the acquisition of property located at civic 254 Sydenham Road, 677 and 681 Brunswick Avenue (Healey) be passed in open Council this 13th day of May, 2024.

Carried

12.1.8 By-law 2024-79 (Subdivision Control) Deeming Stonehouse Subdivision (1000443285 Ontario Inc.)

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-79 being a by-law to deem not registered for purposes of subdivision control certain lots in the Stonehouse Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

Carried

12.1.9 By-law 2024-80 (Subdivision Control) Deeming O'Brien's and Stonehouse Subdivision (Glove Holdings Inc.)

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-80 being a by-law to deem not registered for purposes of subdivision control certain lots in the O'Brien's Subdivision and Stonehouse Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

Carried

12.1.10 By-law 2024-81 (Delegation) NOHFC Queen Street Streetscape Funding

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-Law 2024-81 being a by-law to authorize the CAO, subject to the NOHFC funding application for the 2024 Queen Street Improvement being successful, to execute and bind the Corporation to any change work order for the road work contract between the City and Avery Construction Limited for the 2024 Queen Street Improvements up to the eligible amount of the NOHFC funding in order to avoid delays in construction approvals be passed in open Council this 13th day of May, 2024.

Carried

12.1.11 By-law 2024-82 (Engineering) Contract 2024-2E Lake Street Reconstruction

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-82 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Lake Street between Queen Street East and the entrance to Bellevue Park (Contract 2024-2E) be passed in open Council this 13th day of May, 2024.

Carried

12.1.12 By-law 2024-83 (Temporary Street Closing) Lake Street Reconstruction

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-83 being a by-law to permit the temporary closing of Lake Street between Queen Street East and the entrance to Bellevue Park on May 14, 2024 to November 30, 2024 to facilitate the Lake Street Reconstruction be passed in open Council this 13th day of May, 2024.

Carried

12.1.13 By-law 2024-84 (Agreement) Transit Garage Roof

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-law 2024-84 being a by-law to authorize the execution of the Agreement between the City and J.L. Richards & Associates Limited for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located at 111 Huron Street be passed in open Council this 13th day of May, 2024.

Carried

12.1.14 By-law 2024-85 (Street Assumption) Part of McNeice Street

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that By-Law 2024-86 being a by-law to assume for public use and establish as public street that portion of McNeice Street described as PIN 31497-0301 (LT) ADAM STREET PL H463 RANKIN LOCATION (AKA MCNEICE ST); PT 2 & 3 1R4035; SAULT STE. MARIE be passed in open Council this 13th day of May, 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

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

15. Adjournment

Moved by: Councillor M. Bruni
Seconded by: Councillor R. Zagordo

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

News Release
For Immediate Release

Mayor for a Day contest winner announced

Sault Ste. Marie, ON (2024 06 21) – The City of Sault Ste. Marie is pleased to announce the winner of the Mayor for a Day contest.

Elise Hopper, Grade 5, École publique Écho-des-Rapides, has been selected as our community's Mayor for a Day. Elise submitted a letter that demonstrated an understanding of municipal operations and expressed a desire to help others.

Mayor Shoemaker and the City wish to extend congratulations to Elise and all of the students who participated in the contest. Through written or video submissions, local youth demonstrated an understanding of municipal governance and operations, along with a passion for Sault Ste. Marie.

Honourable mentions include:

- Roree Poirier, Grade 5, Northern Heights Public School
- Madeline Tonon, Grade 5, St. Paul Catholic School
- Madelyn McLean, Grade 6, Northern Heights Public School
- Minaz Umrigar, Grade 6, Holy Cross Catholic School
- Maxwell McMaster, Grade 5, Queen Elizabeth Public School

“We received hundreds of submissions from local students, and I really enjoyed reviewing them. I want to recognize all of the students who took the time to participate. It was really challenging to select just one student as our Mayor for a Day,” said Mayor Mayor Matthew Shoemaker.

“The Mayor for a Day contest is a great way for the City to engage with our local youth, and I’m looking forward to meeting our winner and the honourable mentions at the City Council meeting later this month.”

As the Mayor for a Day, Elise will get to tour the Civic Centre and meet with Mayor Shoemaker. Her class at École publique Écho-des-Rapides will receive a pizza party and a visit from the Mayor.

Elise will officially open the City Council meeting on June 24. Her letter will be read at the beginning of the meeting and students recognized with honourable mentions have been invited to attend the meeting as well.

-30-

Media Contact:
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Policy and Communications Advisor
City of Sault Ste. Marie
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j.allard@cityssm.on.ca



Watson & Associates ECONOMISTS LTD.

City of Sault Ste. Marie

Long Range Financial Plan

Council Presentation

June 24, 2024

Introduction

- Watson & Associates Economists Ltd. was retained to develop a long-term financial plan (LTFP) for the City
- LTFP forecasts the future financial position for tax-supported services considering:
  - Growth and development
  - Operating and capital expenditures to provide desired service levels
  - Sustainability of capital funding sources (reserves/reserve fund policies and debt capacity utilization)
  - Tax levy and tax rate increases and changes in key performance indicators
  - External financial risks (e.g. changes in growth or external funding sources)

Property Assessment Forecast

- Property assessment forecast based on forecast residential and non-residential development and average assessment assumptions per dwelling unit and per sq.ft. of non-residential gross floor area
  - **Base growth forecast** based on 2018 Population, Housing and Employment Projections (2024-2032) – 0.8% annual population and employment growth
  - **Low growth forecast** based on 2024-2026 lower growth projections – 0.4% annual growth

Forecast Weighted Assessment	2024	2032	Annual Increase (%)
Base Growth			
Residential	$6.2 B	$6.8 B	1.2%
Non-Residential	$2.5 B	$2.7 B	0.9%
Total	**$8.7 B**	**$9.4 B**	**1.1%**
Low Growth			
Residential	$6.2 B	$6.4 B	0.5%
Non-Residential	$2.5 B	$2.6 B	0.6%
Total	**$8.7 B**	**$9 B**	**0.5%**

Capital Expenditure Forecast

- Forecast capital expenditures based on City's 2024 Capital Budget Forecast and input from staff (e.g., Solid Waste B&I Plan)
- Capital funding plan includes:
  - Continuation of current grant funding sources (e.g., Gas tax and OCIF); and
  - Transfers from reserves

Description	2024-2032 Average
Capital Expenditures	
Annual Capital Expenditure	$40.4 M
Capital Financing	
Reserve Funding	*$25.8 M*
Gas Tax	*$4.9 M*
Other Funding (OCIF, Connecting Links, Grants, etc.)	*$9.8 M*
Total Capital Financing	**$40.4 M**

- No additional debt has been included beyond current committed debt

Net Levy Forecast

- Net Levy forecast based on changes in:
  - Program related operating expenditures and revenues and infrastructure related operating expenditures (inclusive of annual inflation)
  - Transfers to reserves for long-term capital funding
  - Debt repayment (committed long-term debt and repayment of internal debt)

Description	2024	Base Growth		Low Growth	
		2032	Annual Average % Increase	2032	Annual Average % Increase
Operating Expenditures					
Operating (excl. Capital Related Items)	$175.5 M	$233.4 M	3.6%	$229.9 M	3.4%
Capital Related Operating					
Transfers to Reserves	$19.4 M	$45.5 M	11.2%	$44.7 M	11.0%
Long Term Debt Repayment	$3 M	$3 M	0.0%	$3 M	0.0%
Internal Debt Repayment	$1.7 M	$1.2 M	-4.2%	$1.2 M	-4.2%
Total Operating Costs	**$199.6 M**	**$283.1 M**	**4.5%**	**$278.8 M**	**4.3%**
Less Non-Tax Revenues	($56.7 M)	($66.9 M)	2.1%	($66.4 M)	2.0%
Net Levy	**$142.9 M**	**$216.2 M**	**5.3%**	**$212.5 M**	**5.1%**

- Increases in annual transfers to reserves (+$26 M per year between 2024 to 2032) represent 36% of the total increase in the net levy

Reserve and Reserve Fund Policy Recommendations

- Reserve fund strategy developed to fund forecast capital needs and achieve target capital reserve balance of 2% of total asset value

Description	2024 Opening Balance	2032 Closing Balance
Total Capital Reserves	**$12.9 M**	**$65.4 M**

Debt Utilization
City-Wide (Tax- and Rate-Supported)

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032
Annual Debt Servicing Costs	$8.1 M	$11.1 M	$11.1 M	$11.1 M	$11.1 M	$11.1 M	$11.1 M	$11.1 M	$11.1 M
Internal Borrowing Limit (5% of Own Source Revenues)	$9.9 M	$10.2 M	$10.7 M	$11.1 M	$11.7 M	$12.3 M	$12.9 M	$13.5 M	$14.2 M
Provincial Borrowing Limit (25% of Own Source Revenues)	$49.3 M	$51.2 M	$53.3 M	$55.7 M	$58.5 M	$61.4 M	$64.5 M	$67.6 M	$70.9 M
Debt Servicing Costs as a percentage of Internal Borrowing Limit	**83%**	**108%**	**104%**	**99%**	**95%**	**90%**	**86%**	**82%**	**78%**

- Rate supported debt represents 57% of forecast debt payments
- Internal borrowing limit would be exceeded in 2025 to 2026
- Forecast does not include additional rate-supported debt beyond committed debentures *(Biosolids Plant and West End Plant Phase 2)*

LTFP and Tax Rate Forecast Summary

- Annual increase in net levy of 5.1% to 5.3% equates to an average annual tax rate increase of 4.2% to 4.6% with assessment growth

Description	2024	Base Growth		Low Growth	
		2032	Annual Average % Increase	2032	Annual Average % Increase
Net Operating Expenditures & Long-Term Debt	$123.5 M	$170.7 M	4.1%	$167.8 M	3.9%
Transfers to Capital Reserves	$19.4 M	$45.5 M	11.2%	$44.7 M	11.0%
Net Levy	**$142.9 M**	**$216.2 M**	**5.3%**	**$212.5 M**	**5.1%**
Total Weighted Assessment	$8.7 B	$9.4 B	1.0%	$9 B	0.5%
Average Tax Rate	**1.64%**	**2.29%**	**4.2%**	**2.35%**	**4.6%**

Key Performance Indicators

- Based on the LTFP, net levy per capita will increase by 41% over the forecast period
- However net levy as a percentage of average household income would increase by less than 7% when considering inflationary growth in household incomes

Key Performance Indicators

Description	2024	Base Growth 2032	Low Growth 2032
Average Household Income	96,512	122,553	122,553
Median Household Property Taxes	3,828	5,199	5,330
Property Tax % of Household Income	**4.0%**	**4.2%**	**4.3%**
Net Levy Per Capita	**1,963**	**2,777**	**2,840**
Operating %	**83%**	**77%**	**77%**
Capital %	**17%**	**23%**	**23%**

*Median Assessed Value and Average Income from 2023 BMA Report

Sault Ste. Marie Community Risk Assessment and Fire Master Plan Update

Presentation to Council

June 24, 2024

Suzanne Charbonneau-Dent

TAYPORT LIMITED

Community Risk Assessment (CRA)

Ontario Regulation 378/18: Community Risk Assessments

- Came into effect **July 1, 2019**
- Compliance by **July 1, 2024**

All municipalities in Ontario shall:

- Develop **Community Risk Assessment**
- Use the CRA to "**inform decisions about the provision of fire protection services**"



Project Overview – CRA & FMP Update

- Review preliminary **Community Risk Assessment** (identified risks and key findings) with fire services management team
- **Initiate** the **Fire Master Plan phase** of the project
- Conduct **Stakeholder Consultation,** including fire service and municipal staff interviews
- Tour **existing fire station facilities** and **review existing apparatus/equipment**
- Review **existing fire station location/deployment model**

Fire Master Plan Update

As per legislation will be **informed by** the **key risks** and **key findings** identified in the Community Risk Assessment, such as:

- **Group C – Residential occupancies**: comprise **95.25%** of the occupied **property stock**, were associated with **77.4%** of the **structure fires** within the City, and the most reported **fire-related civilian injuries** (49) and **fatalities** (6) from 2018 to 2022.
- City has **51 buildings** defined by the OBC as **high-rise buildings** with (floor level 18 metres/59 feet above grade, or 6 storeys or more).
- City has **40 registered vulnerable occupancies**.
- **Seniors** (**aged 65 years and over**) are considered to represent one of the **highest fire risk groups** across the Province based on **residential fire death rate**. According to the 2021 Census, seniors represent **24.67%** of the City's total population.

Next Steps

- Finalize CRA Report
- Complete GIS-based fire station location/emergency response & deployment modelling analysis
- Review and analysis of all divisions of the SSMFS (Administration, Fire Prevention & Public Education, Training, Emergency Management, Suppression, Fleet & Facilities and Communications)
- Develop and present Preliminary Findings
- Consideration of growth and development projections to inform future station location/emergency response and deployment scenarios
- Prepare Draft and Final FMP reports

Questions/Discussion



ELECTRIFYING CHANGES ARE HERE



PUC GROUP OF COMPANIES
Report to the Shareholder
City of Sault Ste. Marie City Council | June 24, 2024

Improving communities through **curiosity & Innovation**

Setting the pace in the utility sector, the PUC Group of Companies is driving innovation and sustainable practices to meet the evolving needs of customers and the demands of a changing market landscape.

With a strong focus on our employees, our customers, and our shareholder, PUC continued to make strategic decisions in 2023 that moved PUC and Sault Ste. Marie forward.



SAULT SMART GRID

PUC is committed to providing our customers with sustainable, reliable, and affordable power. After a five-year journey, we proudly launched the Sault Smart Grid (SSG) in 2023—the first community-wide smart grid system in Canada.

- This innovative project addresses the critical challenges of carbon emissions, rising electricity costs and enabling a grid for the future.
- A $34 million investment without any net increase to customers' bills.





TELLING OUR STORY

Efforts to promote PUC and Sault Ste. Marie as an industry leader resulted in invitations to speak at numerous conferences throughout North America, including the following.

- The Association of Municipalities of Ontario (AMO)
- The annual Electricity, Distribution, Information Systems and Technology (EDIST) Conferences.
- Survalent Conference
- CEATI Conference



WORKING WITH GOVERNMENT PARTNERS

PUC was pleased to welcome officials from all levels of government during the past year, gaining recognition for our leadership in sustainability and innovation.

In 2023, PUC was proud to host Prime Minister Justin Trudeau, SSM MP Terry Sheehan, SSM Mayor Matthew Shoemaker, Ontario's Energy Minister Todd Smith, SSM MPP Ross Romano and Federal Minister of Transportation, Omar Alghabra.







LEADER IN SAFETY

- Focus on Employee Training.
- 47 safety awareness sessions for hundreds of local contractors.
- Partnered with Sault Ste. Marie Police Services, Sault Fire Services, Sault Ste. Marie Construction Association, Sault Ste. Marie Para medics, and The City of Sault Ste. Marie for a road safety video campaign.

COMMUNITY OUTREACH
FOCUSED ON YOUTH



Traffic Box Wraps



Caution & Chance



School Tours



PUC Safety Awards

SUPPORTING OUR CUSTOMERS

The Green Button initiative was launched providing customers with more data to improve energy efficiency.



Major capital Investments, including but not limited to relining 2.2 km of watermains.

SUPPORTING OUR CUSTOMERS



PUC donated $75,000 to more than 50 different causes and organizations.



PUC added 18 new electric vehicles (EVs) to our fleet.

PUC'S STRATEGIC PLAN

PUC made some significant strides towards the goals we identified in our 2023-25 Strategic Plan.



FINANCIAL RESULTS (in $000s)

	2021	2022	2023
Revenue	$2,967.1	$3,003.6	$3,990.7
OM&A	$2,286.7	$2,365.6	$2,678.1
Income	$694.8	$654.0	$1,414.6

	2021	2022	2023
Revenue	$22,795.3	$22,408.7	$26,890.4
OM&A	$18,767.1	$18,336.0	$20,922.3
Income	$1,079.9	$789.7	$1,930.2
Capital Expenditures	$2,067.3	$2,745.3	$2,986.4

FINANCIAL RESULTS (in $000s)

PUC DISTRIBUTION

	2021	2022	2023
Revenue	$22,394.0	$23,898.7	$27,890.8
OM&A	$12,438.2	$11,938.6	$13,751.0
Income	2,417.3	$3,591.5	$4,378.8
Capital Expenditures	$9,251.3	$8,677.4	$9,295.6

PUC PUBLIC UTILITIES COMMISSION

	2021	2022	2023
Revenue	$24,568.6	$26,500.0	$27,358.1
OM&A	$13,826.8	$15,515.0	$16,602.3
Annual Surplus	$7,828.7	$7,968.4	$7,430.1
Capital Expenditures	$7,071.4	$6,985.4	$11,481.0

Questions?



SAULT STE. MARIE
Physician Recruitment & Retention Program



WORK. LIFE. BALANCE.

SAULT STE.MARIE

CARRIE STEWART



Manager of Physician Recruitment & Retention

Carrie administers and coordinates all physician recruitment and retention initiatives for the City of Sault Ste. Marie. The position collaborates closely with medical professionals to positively impact healthcare in the community.

Prior to this position, Carrie held a 12-year tenure as the NOSM University Coordinator, underlining her commitment to medical excellence. She has provided program coordination to NOSM U, working closely with faculty, physician preceptors, hospital and community-based programs, medical learners, and medical leadership.

Showcasing her love of living in Sault Ste. Marie is not difficult. Outside of work you will often find Carrie enjoying the four seasons by cycling, running, skiing, and hiking on the vast array of beautiful trails.

SAULT STE.MARIE

PROGRAM INTRODUCTION

- Formed in 2002 to provide coordinated community approach to physician recruitment
- Partners include City of Sault Ste. Marie, Sault Area Hospital, Group Health Association, Algoma District Medical Group, and Algoma West Academy of Medicine
- $300,000 current annual funding;
  - City of SSM $140,000
  - SAH $80,000
  - GHC $65,000
  - GHC Overpayment $10,000
  - Sponsorship $5,000

SAULT STE.MARIE

PROGRAM BUDGET

Salaries and Benefits	$	165,000.00
Office Supplies	$	2,000.00
Professional Conferences	$	3,000.00
Professional Services - Recruitment	$	15,000.00
Professional Fees	$	195.00
Advertising/Journals & Website Management	$	8,000.00
Display & Promotional Materials	$	3,000.00
Recruitment Incentives (relocation, 2nd site visit exp)	$	60,000.00
Showcasing SSM/Site Visits	$	10,000.00
Retention Activities/Initiatives	$	12,000.00
Participation in Recruitment Events	$	14,805.00
Summer Studentship Program	$	5,000.00
Minor Equipment Purchases (Furniture & Office Equipment)	$	2,000.00
Subtotal	$	300,000.00

SAULT STE.MARIE

RECRUITMENT STRATEGIES

- Marketing & advertising
- Attending conferences or doctor job fairs
- ***Practice models***
- ***Community supports & engagement***
- Incentives
- Community Site Visits
- Locums
- ***Bursary Development***
- ***Medical education***
- ***Summer studentship program***

WORK.LIFE.BALANCE.

SAULT STE.MARIE

RETENTION STRATEGIES

- Practice model
- Incentives
- Wellness/retention events – golf & ski days
- Settlement support for the ENTIRE family
- Mentorship programs
- NOSM U faculty
- SSM AMA support for medical education, faculty development and scholarly activity

SAULT STE.MARIE

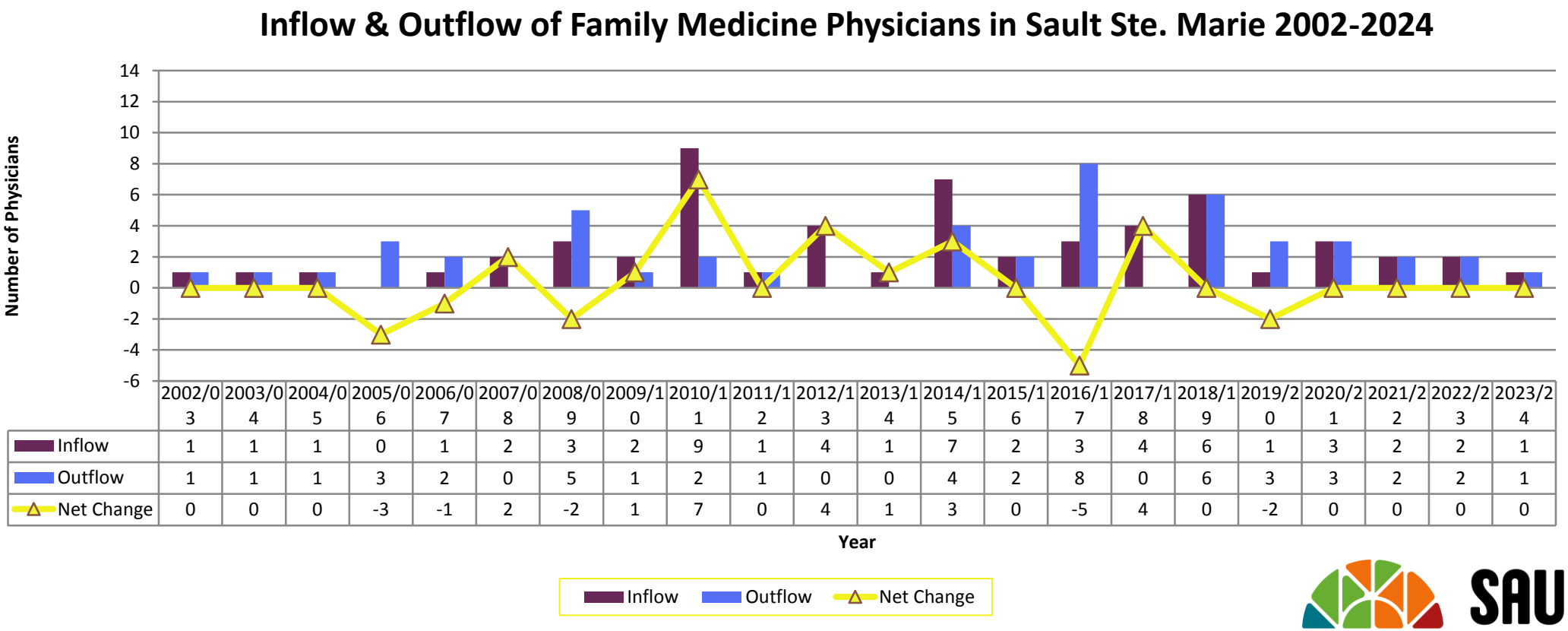
OVERALL PROGRAM RESULTS

- 211 total physicians recruited
  - 57 family physicians
  - Average retention rate of 80%
  - Only 14 physicians have ever departed prior to the completion of the 4 year return of service

- 144 total physicians departed
  - 67 retired
  - 57 to practice elsewhere
  - 11 other
  - 9 deceased

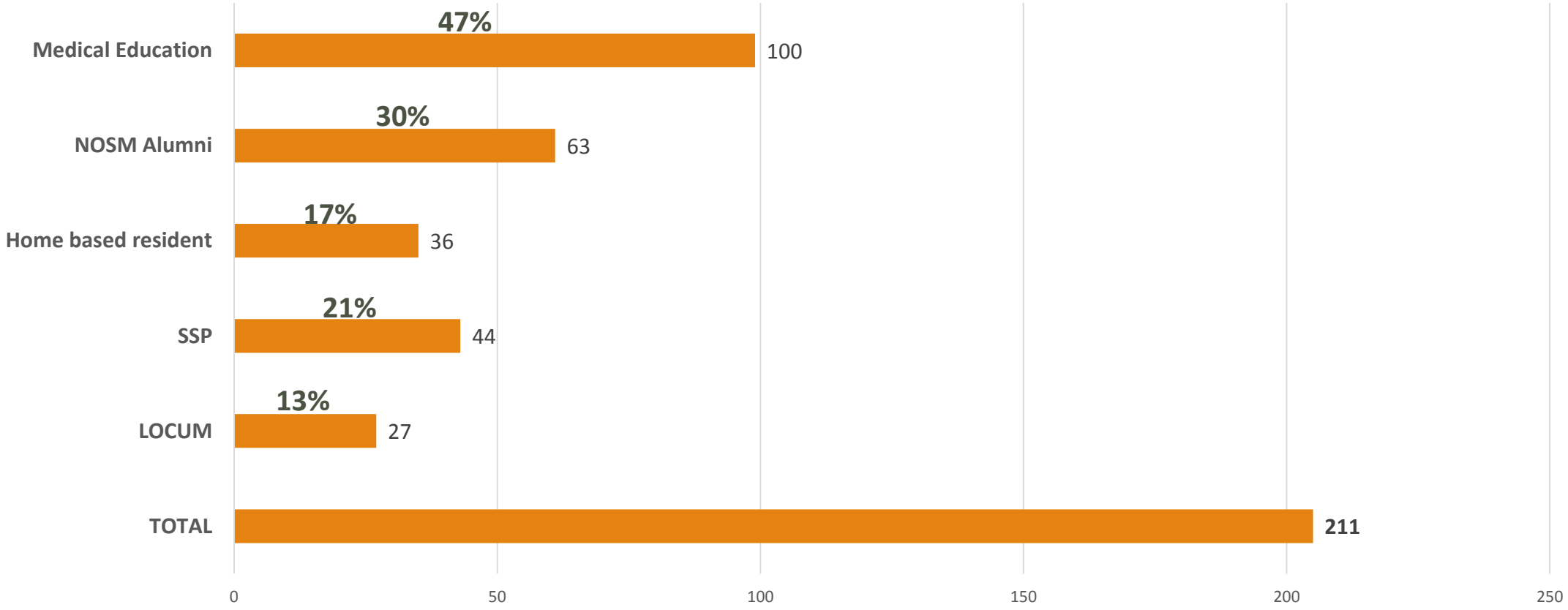
SAULT STE.MARIE

FAMILY MEDICINE PROGRAM RESULTS



	2002/03	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Inflow	1	1	1	0	1	2	3	2	9	1	4	1	7	2	3	4	6	1	3	2	2	1
Outflow	1	1	1	3	2	0	5	1	2	1	0	0	4	2	8	0	6	3	3	2	2	1
Net Change	0	0	0	-3	-1	2	-2	1	7	0	4	1	3	0	-5	4	0	-2	0	0	0	0

RECRUITMENT STATISTICS



NOSM U SUCCESSES

- 35 medical learners in our community at any one time
- Unique Summer Studentship experience for 1st & 2nd year students from SSM
- Continual expansion with residency programs, electives, UG rotations
- Our physicians are teaching now more then ever!
- 135 local physicians are NOSM faculty
- Learners LOVE the Soo!
  - “the great sense of collegiality and support from all of the physicians”
  - “the tailored learning in a supportive community”
  - “the quiet aspects of life and having nature at your doorstep”
  - “the dedicated learner space/lounge at the Sault Area Hospital”

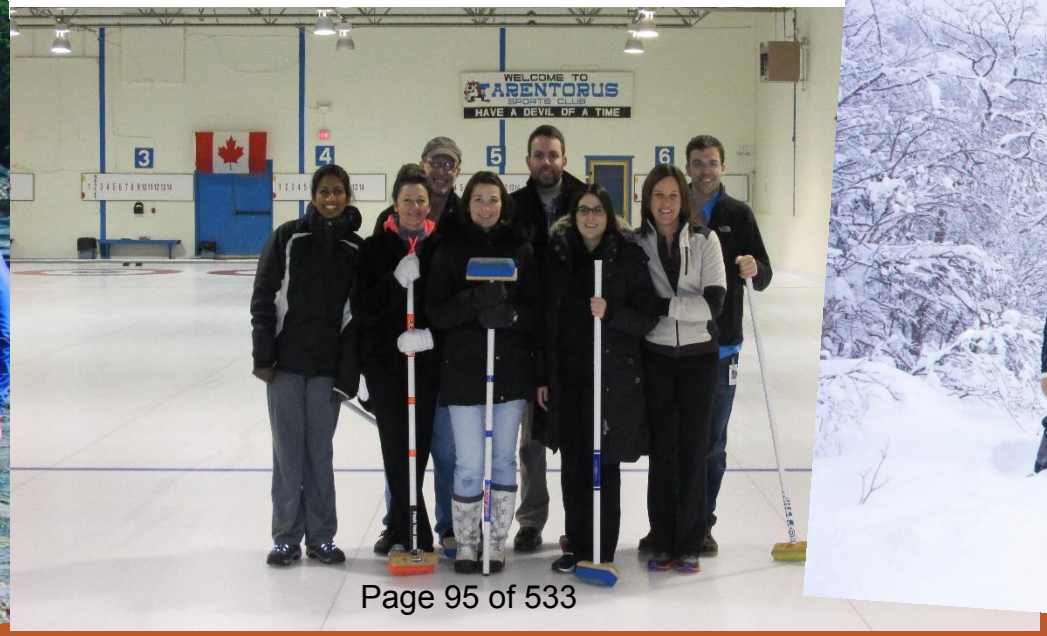
SAULT STE.MARIE


TUESDAY AUGUST 19TH
1-COSTAIN-LEY
4-FRATESI-HARWOOD








WELCOME TO
ARENTORUS
SPORTS CLUB
HAVE A DEVIL OF A TIME
3
4
5
6



OPPORTUNITIES

- International Recruitment
- Collaboration
- Medical Education
- Community Engagement



SAULT STE.MARIE

DUBLIN, IRELAND EVENT





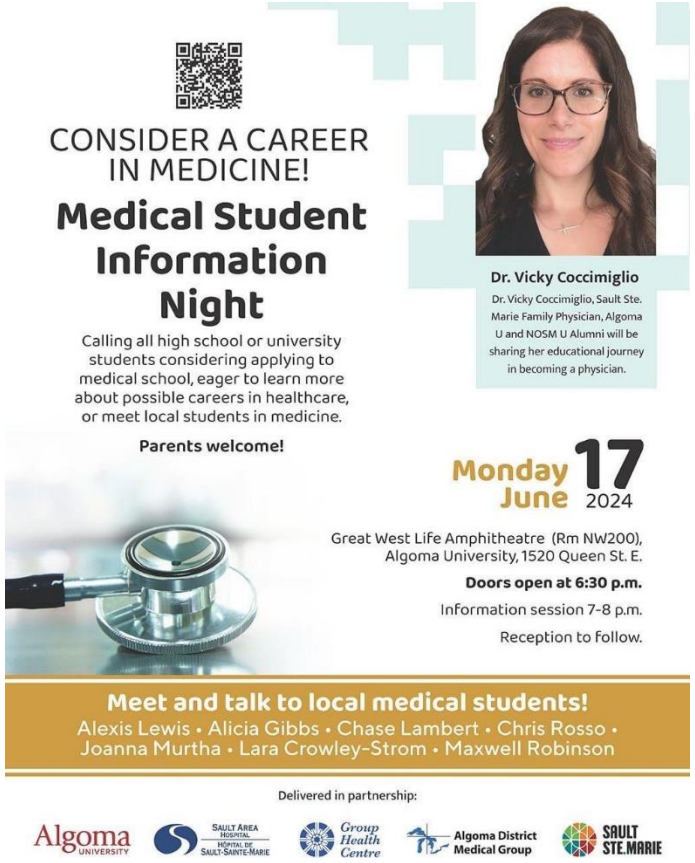


MARKETING


YOUR PRACTISE
YOUR CHOICE
We are seeking Family Medicine Physicians
Ideal candidates are medical graduates who have excelled in post graduate training and possess a license recognized by the College of Physicians and Surgeons of Ontario.
We are interested in recruiting individuals who are ready to plant roots and practise in Northern Ontario.
To learn more, connect with:
Carrie Stewart
Manager, Physician Recruitment & Retention
E: stewartc@sah.on.ca
Opportunities:
• Deliver primary care services in office environments.
• Work cohesively with a multidisciplinary team, ensuring well-rounded patient care.
• Update medical records through our state-of-the-art Electronic Medical Record (Epic).
Your ideal practise awaits in Sault Ste. Marie!
Discover Sault Ste. Marie at welcometossm.com


We offer:
Low cost of living, excellent salary, and so much more!
• A turn-key operation, free from overhead expenses.
• Paid vacation, study breaks, and sick leave.
• A lucrative remuneration package
• Access to robust chronic disease and health maintenance initiatives helmed by allied health professionals.
• A modern Electronic Medical Record (Epic).
• Integration and co-location of primary and specialty care.
• On site Diagnostic Imaging, Cardiology Diagnostics, Pharmacy, and Physiotherapy services.
• Teaching opportunities with medical students and residents.
• Comprehensive benefits encompassing major medical, dental, and vision for you and your dependents.
• Benefit of over $83,000 in incentives over four years, courtesy of the Ontario Ministry of Health Northern and Rural Recruitment & Retention Initiative.
Where you will live...
Perched on the St. Mary's River, Sault Ste. Marie seamlessly blends urban amenities with nature's beauty, bridging Lake Huron and Lake Superior at the Canada-United States border. This dynamic city offers rich cultural experiences, year-round outdoor activities, and an esteemed school system. Whether indulging in arts or embarking on wilderness adventures, there's something for everyone. Plus, with connectivity ensured by multiple Canadian and American airlines, Sault Ste. Marie stands as a convenient, vibrant destination.
Where you will practise...
The Group Health Centre is a pioneering, multi-specialty ambulatory care facility dedicated to serving over 60,000 residents across Sault Ste. Marie and the broader Algoma District. Our commitment is to deliver exceptional primary care in both office and outpatient clinics ensuring the highest standard of healthcare for every patient.
Where you will belong...
The Algoma District Medical Group (ADMG) invites Family Medicine Physicians to become integral members of our team. Proudly affiliated with the Group Health Centre in Sault Ste. Marie, Ontario, ADMG stands at the forefront of community focused healthcare.
Sault Ste. Marie
Group Health Centre
Algoma District Medical Group

COMMUNITY ENGAGEMENT



Tenaris donates $200k in support of Northern Ontario healthcare

PUBLISHED ON 01/24/2023



SAULT STE.MARIE

Questions?

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Shelley J. Schell, CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT:	Corporate Services
RE:	2025 Budget Schedule

Purpose
The purpose of this report is to provide Council the 2025 Budget Schedule

Background
The Operating and Capital Budgets are strategic documents shaped by Council priorities and direct how the City uses its finances to deliver essential services. The budget schedule is provided to apprise Council of the 2025 timelines.

Analysis
Not applicable.

Financial Implications
There are not direct financial implications associated with the budget schedule.

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated June 24, 2024 concerning the 2025 Budget Schedule be received as information.

Respectfully submitted,

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
2025 BUDGET SCHEDULE
OPERATING & CAPITAL BUDGET

	Completion Date
Local / Levy Board Presentations Outside Agencies budget requests for additional funding	November 12, 2024
Release of Operating & Capital Budget to Council	November 13, 2024
Presentation of the Mayor's Preliminary Budget to Council - Operating & Capital User Fees approval Departmental increase request presentation	November 18, 2024
Budget deliberation	December 9 & 10, 2024
Post Budget Approval	
Tax Policy Analysis, Options and Tax Rates	April 2025, or earlier if available
Capping Options (date is dependent upon release of Education Rates by Province)	April 2025, or earlier if available

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Shelley J. Schell, CPA, CA, Chief Financial Officer & Treasurer
DEPARTMENT:	Corporate Services
RE:	Cancellation of Vacant Unit Rebate

Purpose

The purpose of this report is to seek Council approval to eliminate the Vacant Unit Rebate provided to the Commercial property class.

Background

On June 12, 2017 Council approved changes to the Vacant Unit Rebate as a result of a provincial legislative change that provided municipalities flexibility to tailor the program to their local circumstances. Prior to the changes the budget for the annual rebates was approximately $375,000, with 120 properties receiving the rebate. The changes to the program included:

- Ending the rebate eligibility for the Industrial property class. An Economic Growth Community Improvement Plan replaced the vacancy rebate and encourages new industrial development
- Ending the rebate eligibility for Shopping Centres, which will have vacancies from time to time as part of their business model
- Restricting the Commercial class rebates (the only qualifying class remaining for the rebate) to a maximum of 3 taxation years for each 10 year period.
- Temporary uses were introduced that allowed uses of any type that do not pay rent not be considered as a break in the three consecutive month requirement. This was hoped to encourage new start-up business, temporary uses and window displays.

Analysis

The annual vacancy rebate has steadily decreased since the changes were instituted in 2017. Prior to implementing the changes in 2017 the average annual rebate for the municipal share of taxes was $375,000, as compared to $23,900 in 2022 (rebated in 2023). This is a 94% decrease in 6 years. With the restriction of a maximum of 3 taxation years for each 10 year period many of the historically

consistent applications have been eliminated. In 2024, seven (7) applications were processed, of which only three (3) were first time applications.

Staff are recommending that the Vacancy Rebate Program be eliminated effective July 1, 2024 based upon the following:

- There are relatively few property owners for a proportionately larger cost to administer the program
- The rebate has phased itself out over the last 6 years with very few new applications
- The rebate did not encourage occupancy or temporary use as anticipated
- The rebates are effectively funded by the rest of the property tax base.
- A vacant home tax has been approved for the residential class. A rebate for the commercial class, which also has problematic vacancies, is inconsistent with the direction for residential properties.
- Certain vacant commercial properties could be converted to accommodate much needed residential units.
- Planning reports, such as the housing needs assessment, have shown that Sault Ste. Marie has entered a period of growth, and it is anticipated that the community will continue to grow, including commercial growth and a reduction in commercial vacancies.

The Province of Ontario in their 2018 budget stated that greater flexibility was provided to municipalities to tailor their programs to best reflect local circumstances and interests of local businesses. While municipalities that decided to modify their vacancy programs at that time had implemented a variety of changes, 80% of those municipalities phased out the program by 2020. The recommendation proposed by staff is consistent with the direction taken by many other municipalities.

Financial Implications
The 2024 annual operating budget for vacancy rebates is $100,000. If the rebate is eliminated effective July 1, 2024, there will be a savings of $100,000 to the 2025 tax levy.

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 2024-91 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Two Eight-Metre Low Floor Parabus – Transit

Purpose

The purpose of this report is to obtain Council approval for purchase of two eight-metre low floor specialized Transit buses (parabus) as required by the Transit Division – Community Development and Enterprise Services (CDES).

Background

On January 11, 2021 Council approved entering into a multi-year governance agreement for joint Transit procurements facilitated by Metrolinx for the remainder of its five-year term to expire on March 31, 2024

On March 18, 2024 Council approved the extension of the Metrolinx governance agreement for a further five years, such that the extended term shall expire on March 31, 2029.

Analysis

Pursuant to the terms and conditions set out in the multi-year governance agreement, Metrolinx facilitated the joint procurement for supply and delivery of eight-metre low floor parabus. A competitive process for suppliers was conducted forming a master agreement between Metrolinx and Creative Carriage Ltd. dated October 14, 2022.

Staff have reviewed the 2024 pricing provided by Creative Carriage Ltd. for the purchase of two eight-metre low floor parabus under Schedule 2 to the master agreement, which reflects the advantages of leveraging the buying power through Metrolinx and are satisfied that it is fair and equitable. The lead-time for this equipment is expected at 12-14 months from receipt of purchase order and finalized floor plan, F.O.B Sault Ste. Marie Transit facility.

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

Financial Implications
The proposed fee of Creative Carriage Ltd. at $240,327.37 per unit will result in a total expenditure of $489,114.26 including non-rebatable HST.

The 2022 and 2023 capital budgets include a total allocation of $333,300 for this equipment. In order to award this procurement, staff are recommending the cancellation of two passenger vans from the 2022 budget, totaling $240,000. The cancelled vehicles will be submitted for Council's consideration in a future capital budget.

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

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

Resolved that the report of the Manager of Purchasing dated June 23, 2024 concerning acquisition of two eight-metre low floor parabuses be received and that the purchase from Creative Carriage Ltd. at $480,655 plus HST be approved, with funding of $240,000 reallocated from the Transit 2022 budget for passenger vans.

The relevant By-law 2024-100 is listed elsewhere on the Agenda and will be read with all by-laws under that item.

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP for Professional Collection Services – Provincial Offences

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Purpose

The purpose of this report is to obtain Council approval to award Professional Collection Services for a term of five years commencing June 24, 2024 with an automatic extension for an additional two years (*unless notice of termination provided)*, as required by the POA Division of the Legal Department.

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on April 3, 2024.

Analysis

Proposals from eleven proponents were received prior to closing deadline:

- A-1 Credit Recovery & Collection Services Inc., Toronto
- CBV Collection Services Ltd., Markham
- Credit Bureau Collections Algoma District, Sault Ste. Marie
- Credit Bureau of Canada Collections, Mississauga
- Credit Bureau Services Canada, St. Catharines
- Financial Debt Recovery, Richmond Hill
- Gatestone & Co. Inc., Toronto
- International Credit Experts Inc., Woodbridge
- MJR Capital Services Inc., Mississauga
- Partners in Credit Inc., Thornhill
- Transworld Systems Canada Inc., Toronto

The proposals received have been reviewed and evaluated by a committee comprised of staff from POA and Administration – Legal Department

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is MJR Capital Service Inc. (MJR Capital).

Financial Implications
The bulk of the net revenue collected by the agency remains with the City. Commission Fees associated with the collection of provincial fines are added to the amount collected resulting in no net cost to the City.

MJR Capital proposed a commission rate of 11% plus H.S.T.

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

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

The relevant By-law 2024-101 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP for White Goods and Scrap Metal Recycling – PWES

Purpose

The purpose of this report is to obtain Council approval to award the white goods and scrap metal recycling services for a term of three years commencing July 1, 2024 with the option to extend for up to two additional years by mutual agreement as required by the Waste Management Division of Public Works.

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on April 24, 2024.

Analysis

Proposals from two proponents were received prior to closing deadline:

Triple M Metal LP
American Iron and Metal

The proposals received have been evaluated by a committee comprised of staff from the Waste Management Division of Public Works

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is American Iron and Metal (AIM).

Financial Implications

This service is revenue generated. AIM has quoted payment rates based on the disposal weights to be collected for the recycling products obtained from the Municipal Landfill Site and City Works Centre, consisting of white goods and scrap metal, batteries, and various tanks (propane, helium, low pressure foam).

Strategic Plan / Policy Impact / Climate Impact

This program supports the Quality of Life focus area of the corporate Strategic Plan promoting quality of life advantages as well as supporting value commitments towards environmental stewardship to maintain and create a sustainable City for future generations.

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

Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning white goods and scrap metal recycling as required by Waste Management – Public Works be received and that the proposal for the services be awarded to American Iron and Metal at the return rates quoted.

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP Professional Engineering Services – Arena Roof Replacement, John Rhodes Community Centre

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Purpose

The purpose of this report is to obtain Council approval to award professional engineering services for comprehensive engineering and contract administration services for the tendering process for roof replacement at the John Rhodes Community Centre to support future solar panel installation, incorporating two aligned projects of heat recovery system and replacement of HVAC equipment as required by Arena Division Community Development and Enterprise Services (CDES).

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on May 3, 2024.

Analysis

Proposals from three proponents were received prior to closing deadline:

FORM Studio Architects Inc., Thunder Bay
Rimkus Consulting Group Canada Inc., Mississauga
TSS Building Science Inc., Vaughan

The proposals received have been reviewed and evaluated by a committee comprised of staff from CDES including the Sustainability Coordinator, Maintenance and Operations Manager, and Director Community Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Rimkus Consulting Group Canada Inc. (Rimkus).

Financial Implications

Rimkus proposed fees for professional services will result in a total expenditure of $165,022, HST being fully rebatable.

During 2023 and 2024 budget deliberations Council approved the allocation of $4,650,000 combined for the three projects: John Rhodes Community Centre Roof Replacement, Heat Recovery System and HVAC equipment.

This request can be accommodated with the funding allocation.

Strategic Plan / Policy Impact / Climate Impact
Upgrades of existing infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan as well as the value of Environmental Stewardship, to maintain and create a sustainable future.

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

The relevant By-law 2024-109 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP for Playground Equipment – Westwood and Parkland Parks

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Purpose

The purpose of this report is to obtain Council approval for the supply and installation of playground equipment for the Westwood and Parkland Parks as required by Community Development and Enterprise Services (CDES) and Public Works and Engineering Services (PWES).

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on May 30, 2024.

Analysis

Proposals from three (3) proponents were received prior to closing deadline:

S.F. Scott Mfg. Co. Ltd. O/A Blue Imp. (Medicine Hat, AB)
Park N Play Design Company Ltd. (Rockyview County, AB)
Park N Water Ltd. (Mono, ON)

The proposals received have been reviewed and evaluated by a committee comprised of staff from CDES and PWES including the Director of Community Services, Manager of Recreation and Culture and the Manager of Parks.

Proponents were invited to submit options with full rubber surfacing or mixed surfacing. It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Park N Water Ltd. and have selected the mixed surface option, it being the most economical therefore allowing more funding applied to selection of equipment. (refer to attached drawing view)

Financial Implications

The total purchase price for the supply and installation of this equipment from Park N Water Ltd. is $305,445 for both parks including non-rebatable HST.

During 2024 budget deliberations Council approved the allocation of $300,000 for parks upgrades. Additionally, on April 8, 2024 Council approved the following resolution:

> 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.

This request can be accommodated with these approved funding allocations.

Strategic Plan / Policy Impact / Climate Impact
This recommendation supports the Quality of Life focus area of the Corporate Strategic Plan promoting quality of life advantages as well as supporting value commitments to provide accessible services to the community.

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

Resolved that the report of the Manager of Purchasing dated June 24, 2024 concerning the supply and installation of playground equipment for the Westwood and Parkland Parks as required by CDES and PWES be received and that the proposal submitted by Park N Water Ltd.at their proposed price of $300,162 plus HST be approved.

Respectfully submitted,

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

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WESTWOOD AND PARKLAND - CONCEPT 2

PROPOSAL #: 148-185353-2



PARKNWATER LTD

3D Designer: Felicia


CIRRUS SWING


COIL CLIMBER



CRAZY MAZE PANEL


ROCKIT® CURVED PANEL


VIPER™ S SLIDE


PLAYENSEMBLE® FLOWERGARDEN


NUCLEUS CORE® ARCH CLIMBER

The Corporation of the
City of Sault Ste. Marie

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

June 24, 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 articulated wheeled loader 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 May 23, 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 tendered price, meeting specifications, has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from Brandt Tractor Ltd. is $631,767 including non-rebatable HST.

During 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 June 24, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one articulated wheeled loader be awarded to Brandt Tractor Ltd. at their bid price, meeting specifications, of $620,840 plus HST.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 23, 2024
File: 2024PWE-PWT-15-T

SUMMARY OF TENDERS
ONE (1) ARTICULATED WHEELED LOADER

Firm	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Brandt Tractor Ltd. Regina, Saskatchewan	2024 John Deere 644X	90-120 w/days	Parts and Labour One (1) year	$620,839.99	Meets Specifications
Hood Equipment Canada Rosslyn, ON	2024 Hyundai HL960A	8 weeks	Parts and Labour One (1) year	$321,500.00	Does Not Meet Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $631,766.77, including the non-rebatable portion of the HST
It is my recommendation that the tendered prices, submitted by Brandt Tractor Ltd., 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

June 24, 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 16,500 lb. GVW gasoline service truck 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 May 23, 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 tendered price, meeting specifications, has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from Maitland Lewis Enterprise Ltd. is $178,306 including non-rebatable HST.

During 2024 budget deliberations Council approved the allocation of $235,000 from Sanitary Sewer Surcharge Funds for Public Works Equipment which included the purchase of this unit.

The purchase amount can be accommodated within 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 June 24, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one 16,500 lb. GVW gasoline service truck be awarded to Maitland Lewis Enterprise Ltd. at their bid price, meeting specifications, of $175,222 plus HST.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 23, 2024
File: 2024PWE-PWT-20-T

SUMMARY OF TENDERS
ONE (1) 16,500 LB. GVW GASOLINE SERVICE TRUCK

Firm	Make & Model	Delivery	Warranty	Total Tendered Price (HST extra)	Remarks
Commercial Truck Woodstock , ON	2024 Ford F450	300 w/days	3 years or 60,000 kms	$183,086.00	Meets Specifications
Maitland Lewis Ent. Ltd. Sault Ste. Marie, ON	2024 Ford F450	365 w/days	3 years or 60,000 kms	$175,222.20	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $178,306.11, including the non-rebatable portion of the HST
It is my recommendation that the tendered prices, submitted by Maitland Lewis Ent. Ltd., 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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Exterior Cladding – James L. McIntyre Library

Purpose

The purpose of this report is to obtain Council Approval to award the work for Exterior Cladding at the James L. McIntyre Centennial Library as required by Sault Ste. Marie Public Library.

Background

The tender was publicly advertised through the bidding system and notification issued through Construction Association Plan Room. Opening of the tenders took place after closing on June 6, 2024 within the e-bidding system.

Analysis

Submissions from six (6) bidders were received prior to closing deadline.

The tenders received have been thoroughly reviewed with the Chief Executive officer, Sault Ste. Marie Public Library and City's Consultant for the project, MGP AE Inc. The low tendered price, fully compliant submission has been indicated on the summary attached.

Financial Implications

The tendered price submitted for exterior cladding work by Everest Masonry Corp. meeting specifications is $284,572 including non-rebatable HST.

During 2021 and 2022 Budget deliberations, Council approved the allocation of $383,000 for the Exterior Cladding requirements.

After costs of Engineering Professional fees deducted, the tender amount can be accommodated within the remaining balance of this funding allocation.

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 June 24, 2024 concerning Exterior Cladding – James L. McIntyre Library as required by Sault Ste. Marie Public Library be received and that the tender be awarded to Everest Masonry Corp. 100378194 at their low tendered price, meeting specifications of $279,650.00 plus HST, be approved.

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

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: June 6, 2024
File: 2024PWE-ENG-BS-04-T

SUMMARY OF TENDERS
Exterior Cladding - James L. McIntyre Library

Firm		Delivery	Base Bid	Contingency	Total Tendered Price (HST extra)	Remarks
Everest Masonry Corp. 1000378194	Woodbridge, ON	3 months after Contract award	$229,650.00	$50,000.00	$279,650.00	Meets Specifications
Ficmar Builders Inc.	Sault Ste. Marie, ON	November 15, 2024	$546,240.00	$50,000.00	$596,240.00	Meets Specifications
Maverick & Son Exteriors and Consulting Services Inc.	Sault Ste. Marie, ON	October 15, 2024	$395,000.00	$50,000.00	$445,000.00	Meets Specifications
Mike Moore Construction Ltd.	Sault Ste. Marie, ON	October 30, 2024	$229,224.00	$50,000.00	$279,224.00	Not Compliant
OSTIM Ltd.	Toronto, ON	November 5, 2024	$293,750.00	$50,000.00	$343,750.00	Meets Specifications
S&T Electrical Contractors Limited	Sault Ste. Marie, ON	September 10, 2024	$352,800.00	$50,000.00	$402,800.00	Not Compliant

Note: The low tendered price, meeting specifications, is boxed above.
Everest Masonry references were checked and found to be satisfactory to carry out the work
The total cost to the City will be $284,572, including the non-rebatable portion of the HST
It is my recommendation that the tendered prices, submitted by Everest Masonry Corp., 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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco – Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	Property Tax Appeals

Purpose

The purpose of this report is to seek Council approval of tax appeals as required, pursuant to section 354, 357 and 358 of the *Municipal Act*.

Background

Under section 357 of the *Municipal Act, 2001,* taxpayers may make an application for the cancellation, reduction or refund of taxes in response to changes in assessment facts concerning the property. The reduction reduces the taxes to the correct and proper amount. Applications have been made by staff or the property owner and have been reviewed by Municipal Property Assessment Corporation (MPAC) to verify the assessment values and taxation periods to be used for the adjustment.

Section 358 of the *Municipal Act* permits applications for tax adjustments related to taxes levied in each or either of the two years preceding the year in which the application is made who are overcharged by reason of any gross or manifest error in the preparation of the assessment roll by the Municipal Property Assessment Corporation that was an error of fact. This may include, but not limited to, clerical errors, the transposition of figure or typographical errors, but not an error in judgement in making the assessment upon which the taxes have been levied. These applications relate to taxes levied in each of the of the two preceding years in which the application was made.

Section 354(2)(b) of the *Municipal Act*, authorizes the removal of unpaid taxes from the tax roll if the taxes are no longer payable as a result of tax relief under section 358. One of the properties listed for adjustment under section 358 was due to an error that occurred in 2016. The application under 358 reduces the taxes levied for the current and two preceding years; 2022-2024. Section 354(2)(b) reduces the previous years taxes levied from 2016-2021.

The listing of adjustments of realty taxes pursuant to section 354, 357 and 358 of the *Municipal Act* is attached to this report.

Analysis
The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

Financial Implications
There is an annual budget allocation for tax write-offs. The decreased revenue of $151,417.84 can be accommodated within the existing budget allocation.

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

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

Resolved that the report of the Manager of Taxation dated June 24, 2024 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 354, 357 and 358 of the *Municipal Act.*

Respectfully submitted,

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

APPLICATION TO COUNCIL TO CANCEL OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357 OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2024 06 24

ROLL #	PROPERTY ADDRESS	REASON	EXPLANATION	TAX CLASS	APPEAL NO.	TAXES	INTEREST	TOTAL
					2023			
030-065-003-21	00860 GREAT NORTHERN RD	D(i)	Building demolished	CT>CX	23-065	(11,423.13)	(97.21)	(11,520.34)
030-085-150-03	00257 GLENGARY GATE CRES	D(i)	Building razed by fire	RT	23-066	(5,465.46)	(883.00)	(6,348.46)
040-021-151-00	00293 BAY ST	G	Under renovation	CT/ST	23-067	-	Assessment confirmed	
040-021-151-00	00293 BAY ST	C	Exempt tenant under lease	CT/ST	23-068	-	Assessment confirmed	
060-001-001-00	00000 WALLACE TERR	D(i)	Buildings demolished	CT/LU/LT	23-069	(1,245.30)	-	(1,245.30)
060-070-135-00	00856 AIRPORT RD	D(ii)	Damaged and substantially unusable	RT	23-070	(1,771.30)	(11.50)	(1,782.80)
					2024			-
020-029-052-00	00403 BRUCE ST	A	Commercial assessment removed	RT/CT>RT	24-001	(586.89)	(2.13)	(589.02)
020-035-038-00	00034 WEMYSS ST	D(i)	Garage demolished	RT	24-002	(670.93)	(4.05)	(674.98)
020-042-163-00	00617 QUEEN ST E	A	Residential assessment added/CT reduced	CT>CT/RT	24-003	(25,042.14)	-	(25,042.14)
020-043-069-00	00022 HYNES ST	C	New owner exempt	CX>E	24-004	(1,935.79)	(35.68)	(1,971.47)
030-065-003-21	00860 GREAT NORTHERN RD	D(i)	Building demolished	CY>CX	24-005	(67,492.64)	(413.78)	(67,906.42)
030-085-150-03	00257 GLENGARY GATE CRES	D(i)	Building razed by fire	RT	24-006	(5,649.48)	(102.49)	(5,751.97)
030-086-054-00	00061 BIRKSHIRE PL	D(i)	Garage demolished	RT	24-007	(221.88)	-	(221.88)
030-088-056-00	00310 FIFTH LN E	C	City owned	RT>E	24-008	(5,281.53)	-	(5,281.53)
040-007-036-00	00536 CHARLES ST	A	Commercial assessment removed	CT/RT>RT	24-009	(140.39)	-	(140.39)
040-020-034-00	00060 LONDON ST	C	City owned	RT>E	24-010	(731.76)	(11.13)	(742.89)
040-023-158-00	00013 ABBOTT ST	C	City owned	RT>E	24-011	(675.47)	(12.21)	(687.68)
040-024-029-00	00149 GORE ST	C	City owned	CX>E	24-012	(1,856.10)	(34.19)	(1,890.29)
040-026-035-00	00172 ALEXANDRA ST	C	City owned	RT>E	24-013	(715.68)	(12.93)	(728.61)
040-026-038-00	00201 JOHN ST	C	City owned	RT>E	24-014	(1,527.85)	(27.58)	(1,555.43)
040-031-107-00	00107 HURON ST	C	City owned	CX>E	24-015	(4,408.23)	(81.21)	(4,489.44)
050-050-062-33	00085 CRIMSON RIDGE DR	D(i)	House razed by fire	RT	24-016	(4,915.58)	-	(4,915.58)
060-001-001-00	00000 WALLACE TERR	D(i)	Buildings demolished	CT/LU/LT	24-017	(3,786.61)	-	(3,786.61)
060-003-066-00	00178 GOULAIS AVE	D(i)	Garage demolished	RT	24-018	(71.57)	-	(71.57)
060-070-135-00	00856 AIRPORT RD	D(ii)	Damaged and substantially unusable	RT	24-019	(3,259.97)	(19.70)	(3,279.67)

REPORT TOTAL $ (148,875.68) $ (1,748.79) $ (150,624.47)

A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED
B. BECAME VACANT OR EXCESS LAND
C. BECAME EXEMPT
D. SICKNESS OR EXTREME POVERTY
D(i). RAZED BY FIRE, DEMOLITION OR OTHERWISE
D(ii). DAMAGED AND SUBSTANTIALLY UNUSABLE
E. MOBILE UNIT REMOVED
F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR
G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)

APPLICATION TO COUNCIL TO CANCEL OR REFUND PROPERTY TAXES PURSUANT TO SECTION 358 OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2024 06 24

ROLL #	PROPERTY ADDRESS	REASON	EXPLANATION	TAX CLASS	APPEAL NO.	TAXES	INTEREST	TOTAL
					2022			
010-037-064-50	00000 SIMON AVE	358	Roll created in error by MPAC	RT	22-045	(37.92)	(13.74)	(51.66)
050-070-046-50	00000 CHATFIELD DR	358	Roll created in error by MPAC	RT	22-046	(93.97)	-	(93.97)
					2023			
010-037-064-50	00000 SIMON AVE	358	Roll created in error by MPAC	RT	23-057	(39.58)	(4.89)	(44.47)
050-070-046-50	00000 CHATFIELD DR	358	Roll created in error by MPAC	RT	23-062	(98.08)	-	(98.08)
					2024			
010-037-064-50	00000 SIMON AVE	358	Roll created in error by MPAC	RT	24-019	(41.15)	(0.75)	(41.90)
					REPORT TOTAL	**$ (310.70)**	**$ (19.38)**	**$ (330.08)**

358. GROSS OR MANIFEST CLERICAL ERROR

RECOMMENDATION TO STRIKE UNCOLLECTIBLE TAXES OFF THE ROLL PURSUANT TO SECTION 354(2) OF THE MUNICIPAL ACT, 2001, S.O. 2001, c. 25

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE: 2024 06 24

ROLL NUMBER	PROPERTY ADDRESS	REASON	TAX YEAR & TAX CLASS	MUNICIPAL TAXES	EDUCATION TAXES	TOTAL TAXES	ADDED TO O/S TAX	INTEREST	CANCELLATION TOTAL
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2016** RT	$ (47.68)	$ (6.58)	$ (54.26)		$ (48.28)	**$ (102.54)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2017** RT	$ (31.98)	$ (4.12)	$ (36.10)		$ (28.73)	**$ (64.83)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2018** RT	$ (31.29)	$ (3.91)	$ (35.20)	$ (5.00)	$ (26.21)	**$ (66.41)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2019** RT	$ (31.47)	$ (3.70)	$ (35.17)	$ (15.00)	$ (24.31)	**$ (74.48)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2020** RT	$ (31.69)	$ (3.52)	$ (35.21)	$ (5.00)	$ (15.12)	**$ (55.33)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2021** RT	$ (33.01)	$ (3.52)	$ (36.53)	$ (15.00)	$ (17.06)	**$ (68.59)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2022** RT	$ -	$ -	$ -	$ (25.00)	$ (0.93)	**$ (25.93)**
010-037-064-50	00000 Simon Ave	Roll created in error by MPAC	**2023** RT	$ -	$ -	$ -	$ (5.00)	$ (0.18)	**$ (5.18)**
			Report Total	**$ (207.12)**	**$ (25.35)**	**$ (232.47)**	**$ (70.00)**	**$ (160.82)**	**$ (463.29)**

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Transit Pass to Knowledge Program

Purpose

The purpose of this report is to seek Council approval to make the "Transit Pass to Knowledge Program" permanent with both the Huron-Superior Catholic District School Board (HSCDSB) and the Algoma District School Board (ADSB).

Background

Transit has a history of trying new initiatives to improve service delivery and has completed educational partnerships in the past to increase awareness and the ease of use for Transit Services. Transit representatives have had ongoing dialogue with both School Boards over the past few years regarding avenues to improve knowledge and utilization of public transit and increase opportunities for students to access community and public services.

Resolutions were passed on April 11, 2022 and January 9, 2023 commencing and extending a pilot program with ADSB. Further, on May 1, 2023 the following resolution was passed.

> Resolved that the report of the Director of Community Services dated May 1, 2023 concerning the Expanded Transit Pass Partnership with Huron-Superior District School Board be received and that a one (1) year pilot program be approved to coincide with the ADSB pilot program that runs through until June 30, 2024.

Analysis

The Pass to Knowledge pilot was implemented in June 2022 with ADSB and feedback was very positive from both participating students and ADSB leads on the initiative. Following Council's decision to extend the "Pass to Knowledge Program" until June 30, 2024, staff reached out to the HSCDSB to follow up on previous discussions and advised them on the benefits of the pilot with ADSB.

HSCDSB representatives were eager to learn more and through ongoing dialogue have indicated their interest to pilot with their multi-lingual learners (MLL) and Independent Living Skills (ILS) classes.

The City has been advised that lack of transportation has been an issue with a number of students and their families getting out into the community, whether it be for sporting events, shopping, movies, the pool or even getting to school. City Transit is a solution to this problem.

Benefits of the Pass to Knowledge Program include:
Provides clear education to students with a goal of alleviating fears associated with taking public transit.

- Provides a better understanding of the routes firsthand by Transit Services staff (timing, transfer options, route selection etc.).
- Inform parents of who the students would come in contact with while on the bus to address previous biases of what City Transit entailed.
- A bus is brought right to the school to allow the students to learn first-hand how to use transit to make them as comfortable as possible with City Transit.
- Bus tours to the bus bay to see transit operations.
- Destination rides for hands-on experience for the students to plan and execute an outing (map out the bus route using what they have learned).

The goal of the program is to educate more students on how to use Transit safely and have more students become regular users. Whether it be to sporting events, work or social outings City Transit is a valuable resource that will get students around the City safely, allow them to experience all that the City has to offer and enable opportunities that were not previously available. As referenced in the past report, the major issue with prior initiatives is that they ceased after a trial was completed. With this program the aim is to build and expand in forthcoming years.

There are two letters of support from ADSB and HSCDSB (Appendix A and B) to continue the program. In total 759 total passes were issued during the pilot which encompassed trainings and outings as part of the program. Please find attached some images of the training sessions (Appendix C).

As indicated in the letters of support, lack of transportation has been a significant issue with a number of their students and families getting out into the community, whether it be for sporting events, shopping, movies, the pool or even getting to school. The partnership with City Transit has helped remove this barrier and has opened many more possibilities for riders. Transit staff are recommending making the program permanent which will aid in introducing youth to using Transit service.

Financial Implications
This service has minimal impact on revenues as a good portion of the students participating have not taken the bus prior to project implementation. The City will forego revenue for the number of participants utilizing the service. This will, however, aid in increasing ridership and increase long-time users of Transit.

The anticipated foregone revenue will continue to be approximately $2,600 annually which at 2023 ridership levels would have a nominal impact at reducing the overall cost per ride.

Strategic Plan / Policy Impact / Climate Impact

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens, specifically in fostering a positive avenue for individuals who are currently working, in receipt of social assistance, or who are in search of employment and require access to public transportation.
- It supports the Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Supports the Future SSM Social Equity pillar where Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life and is able to realize their full potential.
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- It also supports the FutureSSM Environmental Sustainability pillar, and Strategic Plan focus area of promoting quality of life, including the implementation of the *Community Greenhouse Gas Reduction Plan*, which has as an action to create incentives for public transit use as a strategy to increase ridership.

Climate Impact

- The Transit Pass Partnership project decreases the need for personal vehicle use in the community. 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:

Resolved that the report of the Director of Community Services dated June 24, 2024 concerning Transit Pass to Knowledge Program be received and that the program be adopted on a permanent basis.

Respectfully submitted,

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

WHITE PINES COLLEGIATE & VOCATIONAL SCHOOL

1007 Trunk Road, Sault Ste. Marie, ON P6A 5K9
Tel 705-945-7181 Fax 705-945-0726

Mrs. J. Barbeau	Mrs. K. O'Callaghan	Mrs. J. Giovanatti
Principal	Vice Principal	Vice Principal

May 29, 2024

I am writing to express my enthusiastic support for the City Transit bus pilot program in Sault Ste. Marie, particularly in its positive impact on our special needs students. As a member of the community and someone deeply invested in the well-being and development of our youth, I have witnessed firsthand the invaluable benefits that this program has brought to our students. We are now 2 years into our partnership with City Transit and it has had such far-reaching effects and positive impact on our students, parents, and program. City Transit Staff have been amazing in making our students comfortable on the bus, familiar with the schedules, and have answered so many of the students' questions. Lack of transportation has been a significant issue with a number of our students and their families getting out into the community, whether it be for sporting events, shopping, movies, the pool or even getting to school. This partnership with City Transit has torn down this barrier and has opened so many more possibilities.

In the past, a number of our students were afraid or not allowed to ride the City Bus. They were unsure of routes and found them confusing, they had issues with timing of buses (most have issues tracking time), unsure of addresses, scared of other clients on the bus, parents were worried about who the students would encounter, and had previous biases of what City Transit entailed. Being part of this pilot helped alleviate all these fears. Christian, Marcy, and their staff at City Transit showed the students how easy it was to ride the bus, how accommodating the bus can be for any type of rider, they showed them how the schedule works, and took them on various routes. The opportunity for our special needs students to ride the bus independently around the city and to various points of interest has been nothing short of transformative. This initiative has not only empowered our students to be more independent but has also equipped them with essential life skills that will serve them well beyond their school years.

One of the most significant outcomes of this program is the sense of safety and security it has instilled in our students. Through structured guidance and support from the City Transit Staff, they have learned how to navigate the routes of Sault Ste. Marie confidently, which is a crucial skill for their future mobility and integration into the community. Moreover, by interacting with community members during their bus rides, our students have had the opportunity to foster meaningful connections and develop social skills in real-world settings.

This pilot project has opened so many amazing opportunities for our students and has helped them learn that City Transit is a valuable resource that will get them around the city safely, allow them to experience all that the City of Sault Ste. Marie has to offer them and, it has created opportunities that were not previously available to our students. The following is just a few of the positive stories from our adventures.

- Students are now planning weekly activities to meet up with each other in the community based on their ability to ride the City Bus. Before, students would not interact with each other outside of the school as most had no transportation to get to and from various points.
- Students are now encouraging their parents and guardians to ride the bus with them. I am constantly getting calls from parents saying how their child showed them the route on how to get around the city.

This has brought a great sense of pride to the students.

- Students have been taking the bus as a class trip every Monday morning to the Wellness Hub. The hope was to make them comfortable enough that they would access the hub in the evenings. This has worked amazingly and we now have a large number of students attending Divergent nights at the Hub every week in the evening.
- On our Special Olympics trip to Kingston last year, one day of our events was cancelled due to the forest fires going on at the time. When I asked students what they would like to do they said let's catch the City bus and ride around the city and see the sites. They proceeded to take out their phones and look up Kingston City transit to figure out bus stops and times. This is all thanks to the wonderful training we had from this City Transit Staff
- We have a number of students with mobility issues. I received a call from a parent in tears saying how she watched her child independently get on the bus to go to meet a couple of friends. Something she thought would never happen. City Transit has truly removed the barriers to transportation and made them accessible for all.

I passionately believe that initiatives like the City Transit bus pilot program play a vital role in promoting inclusivity and fostering a sense of belonging within our community. By providing equal access to transportation and encouraging independence among all members of society, we are not only enriching the lives of our special needs students but also contributing to the overall vibrancy and cohesion of Sault Ste. Marie.

In conclusion, I urge you to continue supporting and expanding the City Transit bus pilot program, as its positive impact extends far beyond the realm of transportation. By investing in the future of our special needs students, we are investing in a more inclusive and compassionate community for all.

Thank you for your attention to this matter, and please do not hesitate to reach out if you require any further information or assistance.

With warmest regards,

Scott MacDonald – Department Head of Life Skills/SERT
macdons@adsb.on.ca
White Pines High School
705-945-7181 ext. 72577
The Wolverine Way

Appendix B

April 30, 2024

Dear Ms. Maione;

I am writing this letter regarding the Transit Pass to Knowledge Program. This school year I taught the Ontario Ministry of Education K-course Transit Training and Community Exploration at St. Mary's College.

This course was taught as part of the curriculum for the Independent Living Skills program which is a specialized program for students that

As I developed the curriculum for this course we utilized city transit by riding each route end to end, taking city transit to various locations in the city such as the Art Gallery of Algoma, Sault Ste Marie Public Library, and GFL Memorial Gardens. I taught in class lessons about how to download and set up an account on the Umo app and I was able to share this information with parents.
Having the ability to contact transit and obtain single use passes for my students was so convenient for use and was very budget friendly.

I plan to teach this course again next academic school year, beginning in September 2024. I am hoping that the Transit Pass to Knowledge Program continues so that my students will have this fantastic opportunity once again.

Thank you to you and all of the wonderful staff at Sault Ste Marie Transit for all of their patience while my students, one of whom is in a wheelchair, and I boarded and exited buses.

Sincerely,

Melissa Abbott, Independent Living Skills Teacher
St. Mary's College

Appendix C

Transit Pass to Knowledge Program Sessions











The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	YMCA Agreement Update

Purpose

The purpose of this report is to provide Council with an update on the agreements being negotiated, the conditions waiver date, and the closing date with the YMCA.

Background

At a Council meeting dated April 29, 2024, the following resolution was passed:

> Resolved that the report of the Director of Community Services dated April 29, 2024 concerning the YMCA Update be received as information.

At a Council meeting dated May 13, 2024, the following resolution was passed:

> Resolved that the report of the CAO dated May 13, 2024, concerning an agreement with the YMCA be received and Council authorize City staff to finalize a ten-year lease agreement with both the Organization and the YMCA;
>
> Further that Council authorize a contribution of up to $505,000 from the contingency reserve to support capital refurbishments at the YMCA and maximize an NOHFC funding agreement;
>
> Further that Council request staff determine a path forward to enable the YMCA building to continue to be exempt from municipal taxation if such exemption is lost as a result of this transaction.

Analysis

Since the meeting on May 13, 2024, City Staff have focused efforts in preparing the various agreements required to support the purchase of the property and operating arrangements of the YMCA. This includes capital requirements, ongoing operations, governance, and the membership drive (all with the goal of positioning the YMCA for long term success).

The agreements being reviewed are:

1. Lease between the City and Foundation (Buyer)
2. Sublease between the City and YMCA
3. Memorandum of Understanding between the City and YMCA

4. Community Development Fund Grant Agreement

The following dates are critical in the process.

Item	Date
Formal agreements presented to Council	July 15, 2024
Waiving of Conditions	July 16, 2024
Closing Date	August 6, 2024

Imperative in this process is the membership drive to gain back members who were present before the YMCA announced that they were closing and to continue to grow memberships. In addition to the membership drive is the capital fundraising campaign to help address capital requirements over the next five years while bridging to allow the planning process to take place for a new build.

All parties met (Foundation, YMCA and City) and agreed that extending the date to close conditions would be advantageous. A fulsome report will appear on the July 15, 2024 Agenda providing the agreements and details of the YMCA's progress for Council's consideration.

Financial Implications
There is no operating impact as a result of this report.

Strategic Plan / Policy Impact / Climate Impact
This item is contemplated in the Community Development and Partnerships component of the Corporate Strategic Plan.

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

Resolved that the report of the Director of Community Services dated June 24, 2024 concerning YMCA Agreements be received as information.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Rick Van Staveren, Director Economic Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Federation of Canadian Municipalities Brownfield Funding Approved

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PURPOSE

The purpose of this report is to advise Council that the funding application for the Federation of Canadian Municipalities (FCM) has been approved.

BACKGROUND

On November 20, 2023 Council passed the following resolution:

Resolved that the report of the Director of Economic Development dated November 20, 2023 concerning Federation for Canadian Municipalities Brownfield Funding Application be received and that an application to the remediation program be submitted; further that the City contribute up to $100,000 from the Community Development Fund – Economic Development Program for the project.

The program covers 50% of the costs of remediation planning and remediation studies up to $200,000. To advance future development of Parcels Two and Three (Attachment A – Gateway Areas Legal Final) staff recommended an application to FCM. The project includes the completion of a Phase II Environmental Assessment and a Record of Site Condition for the remaining portions of the Gateway property.

It is estimated that the cost to complete this work will be up to $200,00 with the City contributing up to $100,000 from the Community Development Fund – Economic Development Program (CDF – EDP).

ANALYSIS

Completion of this environmental study work will assist any future developer of the property by providing a current environmental report (previous reports were completed in 1996). The studies will also provide options for the redevelopment of the property and confirm whether a residential development can be feasibly undertaken on the parcels.

With this information Economic Development staff can market the property appropriately and advance discussions with interested developers leading to a future sale and the development of these properties.

FINANCIAL IMPLICATIONS
Funding for the environmental studies is estimated to total up to $200,000. With the recent approval of the FCM application, $100,000 will be provided by FCM and $100,000 from the Community Development Fund – Economic Development Program previously approved by Council.

STRATEGIC PLAN / POLICY IMPACT
This project supports the Strategic Focus Area of Community Development by contributing to quality of life and a vibrant downtown area. It also supports the City of Sault Ste Marie's environmental commitment.

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

Resolved that the report of the Director of Economic Development dated June 24, 2024 concerning Federation of Canadian Municipalities Funding Approval for brownfield remediation studies be received as information.

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

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

June 24, 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:	Financial Assistance for National Sport Competition – Marty Dimma

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Purpose

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

Background

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

Analysis

The application was received for Marty Dimma who will be representing Ontario at the 2024 Canadian National Armwrestling Championships being held in Gatineau, Quebec June 29 and 30, 2024. The Parks and Recreation Advisory Committee reviewed the application at their meeting on June 4, 2024 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Resolved that the Parks and Recreation Advisory Committee endorse the application by armwrestler Marty Dimma to receive assistance to attend the 2024 Canadian National Armwrestling Championships June 29 and 30, 2024 in the amount of $200.

Financial Implications

The City's operating budget provides an annual amount to fund Financial Assistance for National /International Sports Competition Program. The budget for 2024 is $5,000 and can accommodate this request.

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 Recreation and Culture dated June 24, 2024 concerning Financial Assistance for National Sport Competition for Marty Dimma be received and that the recommendation of the Parks and Recreation Advisory Committee that Council approve a grant in the amount of $200 to attend the 2024 Canadian Armwrestling Championships being held in Gatineau, Quebec on June 29 and 30, 2024 be approved.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

June 24, 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:	Heritage Property Tax Rebate Application – 54 Summit Avenue

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Purpose

The purpose of this report is to seek Council's approval to register 54 Summit Avenue as a designated property into the City's Heritage Property Tax Rebate program.

Background

The Ontario Government under section 365.2 of the *Municipal Act (2001, S.O. 2001, c.25 as amended)* allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in the community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties.

Analysis

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the property owner is completed and then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with a City Building Inspector conducts annual

inspections of all heritage properties enrolled in the program. Owners are provided with a report of the findings outlining maintenance items to be addressed. Owners who fail to maintain heritage properties to an acceptable standard risk losing the annual tax rebate.

The owners of 54 Summit Avenue, a designated heritage property, filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property was recently designated under the *Ontario Heritage Act.* In 2023, 16 owners of designated heritage properties were enrolled in the property tax rebate program. There are 42 heritage sites in the City of Sault Ste. Marie designated under Part IV of the *Ontario Heritage Act.*

At the Municipal Heritage Committee meeting held on April 3, 2024 the committee reviewed the application and passed the following resolutions:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request by the owners of 54 Summit Avenue 'The Gables' to be enrolled in the heritage property tax rebate program and that a report be prepared requesting approval by City Council.

Financial Implications
The estimated amount of the rebates for the 2023 tax year is $2,209.32, with the municipal portion being $2,012.87 and the education portion being $196.45

Strategic Plan / Policy Impact / Climate Impact
Approval of this application supports the Focus Area – Quality of Life: Promotion of the City's arts, culture, historic and heritage sites.

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

Resolved that the report of the Manager of Recreation and Culture dated June 24, 2024 concerning Heritage Property Tax Rebate Program Application for 54 Summit Avenue be received and that 54 Summit Avenue be enrolled in the Heritage Property Tax Rebate Program.

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

June 24, 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:	Ermatinger Clergue National Historic Site Capital Funding Reallocation

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Purpose

The purpose of this report is to request Council approval to reallocate funds from the Old Stone House roof replacement to other capital projects at the Ermatinger Clergue National Historic Site.

Background

The Ermatinger Clergue National Historic Site was allocated capital funding to replace the cedar shingle roof on the Old Stone House. Funds were allocated in 2021 to prepare the engineering specifications for the roof replacement. Additional funding was approved in the 2024 capital budget. The project is currently underway and roof replacement will be starting late summer. In addition, funding for three other projects was approved as part of the 2023 capital budget: Repairs to the exterior walls of the Old Stone House, replacement of the fence and gates, and repairs to the roof coverings in the linkway between the Old Stone House and the Summer Kitchen.

Analysis

Staff are hoping to complete all the above projects in 2024. The Old Stone House roof replacement came in under budget. A total of $197,849 is available to complete the project and Engineering fees and replacement costs are currently $122,766. The replacement of the fences and gates was allocated $15,000 in 2023 and the materials were purchased for the replacement; however, additional funds are required to install the fencing and build a new gate.

Staff is requesting that unspent capital funds be transferred from the Old Stone House roof replacement to other capital projects at the Ermatinger Clergue National Historic Site. The funds would support the installation of the split rail fence and gate, construction of a new woodshed to replace the existing shed, and remaining funds would support repairs on the Clergue Blockhouse.

This would result in the remaining funds of approximately $75,000 being reallocated as follows:

- $21,000 to split rail fence installation and gate construction
- $15,000 to fund construction of a new shed
- $39,000 to fund various repairs at the Clergue Blockhouse

This reallocation, even though it is within the CAO's approval limit, is required as the projects above include scope enhancements.

Financial Implications
There are excess funds remaining from Old Stone House roof replacement. Staff are seeking Council's approval to utilize these funds to complete the installation of the fence and gates, construction of a new shed, and remaining funds to support Clergue Blockhouse repairs.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Infrastructure and Quality of Life focus areas of the strategic plan. Maintaining existing infrastructure at the Ermatinger Clergue National Historic Site ties into the promotion of the City's arts, culture and historic heritage sites which is essential in achieving economic health.

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

Resolved that the report of the Manager of Recreation and Culture dated June 24, 2024 concerning the Ermatinger Clergue National Historic Site Capital Funding Reallocation be received and that the reallocation of funds from the Old Stone House roof replacement to other capital projects at the Ermatinger Clergue National Historic Site approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Delegated Authority for Funding Agreements

Purpose

The purpose of this report is to request that Council approve a delegated authority by-law in support of prior resolutions, allowing the Deputy CAO of Community Development & Enterprise Services to execute Economic Development and Tourism Development funding agreements.

Background

Council approved the creation of a Community Development Fund (CDF) and a Tourism Development Fund (TDF) following reports received in November 2020 and May 2021. It was resolved at that time that the Deputy CAO would sign on behalf of the City, funding agreements for contribution amounts approved by Council.

Analysis

A by-law supporting the delegated authority did not return to City Council following the 2020 and 2021 resolutions. However, a subsequent June 2023 request to delegate authority to staff for approval of TDF allocations under $10,000.00 did return but was defeated based on the limit rather than the delegated authority to sign an agreement.

Once the contribution amount is approved by City Council, the Deputy CAO signing a funding agreement in the prescribed form is consistent with the 2020 and 2021 resolutions, as well as the undefeated aspect of the June 2023 resolution. This delegation further reduces the administrative requirements to prepare execution by-laws and circulate agreements that are verbatim, except for the contribution amounts.

As prepared for Council approval, the By-law confirms that Council will receive a report from staff and approve the funding allocation. Thereafter, staff will complete a funding agreement in the prescribed form attached as a schedule to the by-law. Staff may only make minor administrative adjustments to the agreement that do not increase the City's risk, liabilities, or costs. Additionally, staff may add an additional funding partner if the funding partner wishes to benefit from the terms of

the agreement, such as the funding and indemnity clauses, and list a different funding source, for example, FedNor, under section 4 of the agreement.

Financial Implications
There are no financial impacts with respect to the delegated authority by-law.

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

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

The relevant By-law 2024-108 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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Susan Hamilton Beach, P. Eng.
DEPARTMENT:	Public Works and Engineering Services
RE:	Curb and Sidewalk Program 2024

Purpose
The purpose of this report is to inform Council of the proposed 2024 Curb and Sidewalk Program.

Background
Each year the program is reported to Council for information. This year it is proposed that the program include approximately 1548 square metres of sidewalk, 398 linear metres of curb and nine accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2024 locations. The program represents approximately 0.1% of the curb inventory and 0.3% of the sidewalks maintained by the City. The budget for this program is $630,792.

Analysis
Typically, the program is compiled from requests from Councillors, residents, the Accessibility Office, and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated.

Financial Implications
The proposed program maximizes the assigned operational budget for curb and sidewalk program.

Strategic Plan / Policy Impact / Climate Impact
The sidewalk and curb repair program is linked to the Asset Management, Maintaining Existing Infrastructure component of the corporate Strategic Plan.

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

Resolved that the report of the Director of Public Works dated June 24, 2024 concerning 2024 Curb and Sidewalk Program be received as information.

Respectfully submitted,

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

Curb And Sidewalk Program 2024

PROGRAM TOTALS	
Curb	398 Linear Metres
Sidewalk	1548 Square Metres
Accessibility Ramps	9 Highlighted in red

Civic Address	Street Name
434	Albert Street East
144	Albert Street East
150	Albert Street West
23	Alberta Avenue
15	Alberta Avenue
54	Amber Street
173	Andrew Street
3	Balsam Lane
119	Bellevue Avenue
1	Bennett Boulevard
2	Bennett Boulevard
185	Birch Street
238	Birch Street
57	Bitonti Crescent
546	Boundary Road
123	Breton Road
146	Brien Avenue
103	Bristol Place
3	Campbell Avenue
37	Carmel Road
13	Carmel Road
192	Carufel Avenue
368	Cathcart Street
136	Cathcart Street
267	Cathcart Street
45	Cathcart Street
134	Central Street
347	Cheshire Road
6	Chicora Crescent
104	Churchill Boulevard
150	Conmee Avenue
150	Conmee Avenue
150	Conmee Avenue
27	Crestview Court
196	Denwood Drive
405	Douglas Street
508	Douglas Street
524	Douglas Street

Civic Address	Street Name
544	Douglas Street
621	Douglas Street
523	Douglas Street
451	Douglas Street
430	Douglas Street
520	Douglas Street
534	Douglas Street
608	Douglas Street
731	Dyment Street
737	Dyment Street
106	East Balfour Street
110	East Balfour Street
18	Elmwood Avenue
46	Essex Lane
47	Estelle Street
72	Estelle Street
100	Estelle Street
412	Farwell Terrace
416	Farwell Terrace
115	Fields Square
5	Findlay Drive
43	Findlay Drive
25	Findlay Drive
114	Gladstone Avenue
9	Gladstone Avenue
22	Gladstone Avenue
209	Gloucester Street
1	Gore Street
363	Goulais Avenue
301	Goulais Avenue
321	Goulais Avenue
351	Goulais Avenue
631	Goulais Avenue
321	Goulais Avenue
2	Goulais Avenue
636	Goulais Avenue
41	Grand Boulevard
64	Grandview Avenue
431	Great Northern Road
1180	Great Northern Road
1236	Great Northern Road
63	Greenfield Drive
52	Greenview Lane
41	Greenview Lane
45	Heath Road
171	Henrietta Avenue

Civic Address	Street Name
403	Henry Street
36	Huntington Park
40	Huntington Park
254	Huron Street
246	Huron Street
109	James Street
35	Kerr Drive
331	Korah Road
538	Korah Road
692	Korah Road
653	Korah Road
589	Korah Road
640	Korah Road
706	Korah Road
597	Lake Street
512	Lake Street
978	Lake Street
974	Lake Street
134	Lewis Road
17	Maple Street
25	Maple Street
115	McDougald Street
223	Meadow Park Crescent
73	Melrose Avenue
265	Millcreek Drive
256	Millcreek Drive
553	Nelson Street
18	Nicolas Avenue
34	Nicolas Avenue
90	Nicolas Avenue
49	Norden Crescent
890	North Street
955	North Street
951	North Street
941	North Street
735	North Street
502	North Street
242	North Street
333	Northland Road
440	Northland Road
59	Old Garden River Road
137	Pageant Drive
133	Pageant Drive
129	Pageant Drive
93	Pageant Drive
29	Pageant Drive

Civic Address	Street Name
133	Pageant Drive
1061	Peoples Road
1071	Peoples Road
227	Pim Street
420	Pim Street
235	Pim Street
296	Prentice Avenue
248	Prentice Avenue
3	Prince Charles Crescent
170	Princeton Drive
196	Promenade Drive
200	Promenade Drive
176	Promenade Drive
174	Reid Street
334	Rossmore Road
145	Salisbury Avenue
4	Second Line East
20	Second Line East
363	Second Line West
460	Shannon Road
508	Shannon Road
484	Shannon Road
504	Shannon Road
615	Sherbourne Street
200	Simpson Street
261	Simpson Street
196	South Market Street
221	Spadina Avenue
352	Sussex Road
356	Sussex Road
360	Sussex Road
27	Texas Avenue
9	Texas Avenue
55	Texas Avenue
66	The Drive
52	The Drive
88	Third Line East
149	Trunk Road
25	Tuckett Street
167	Turner Avenue
135	Turner Avenue
81	Wallace Terrace
26.5	Wallace Terrace
58	Wawanosh Avenue
122	Wawanosh Avenue
1236	Wellington Street East

Civic Address	Street Name
1491	Wellington Street East
701	Wellington Street West
722	Wellington Street West
3	Willoughby Street
171	Willow Avenue
134	Willow Avenue
149	Willow Avenue
94	Wilson Street
16	Woodlawn Avenue

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Susan Hamilton Beach, P. Eng., Director of Public Works
DEPARTMENT:	Public Works and Engineering Services
RE:	2024 Ditching Program

Purpose
The purpose of this report is to inform Council of the proposed 2024 ditching program.

Background
Each year the ditching program is reported to Council for information. This year it is proposed that the program include the re-ditching of approximately 12,676 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2024 locations. The program represents approximately 2.48% of the total 512,000 meters of ditches maintained by the City. The budget for this program is $247,943.

Analysis
Typically, each year the program is compiled from requests received from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

Financial Implications
The proposed program maximizes the assigned operational budget for ditching.

Strategic Plan / Policy Impact / Climate Impact
The ditching program is linked to the asset management, maintaining existing infrastructure component of the corporate Strategic Plan.

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

Resolved that the report of the Director of Public Works dated June 24, 2024 concerning Public Works 2024 Ditching Program be received as information.

Respectfully submitted,

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

2024 DITCHING PROGRAM

Program will run East to West in 2024 as seen below

CIVIC NO.	STREET	FROM	TO	METRES	DESCRIPTION
837	River Rd	Civic #797	To cross culvert at #861 River Rd	395	South Side
108	Williams St	Civic #112	To civic #88 Williams St	122	East Side
127	Chicora Cres	Civic #127	To civic #131 Chicora Crescent	30	West Side
7	Griffon St	Civic #7	To civic #24 Kerr Dr	196	North Side
4048	Queen St E	Civic #4036	To civic #4038	86	North Side
3864	Queen St E	Civic #3864	To civic #3920 Queen St	245	North Side
77	Williams St	Civic #77	To corner of Dacey Rd	226	North Side
	Queen St	Civic #3 Kerr Dr	To ditch inlet at River Rd	378	North Side
52	Centre St	Civic #52	To cross culvert at #78 Centre St	59	North Side
87	Glen Ave	Civic #87	To ditch inlet	29	West Side
86	Gibbs St	Civic #86	To civic 146 Gibbs St	180	East Side
80	Eastern Ave	Civic #70	To civic #130 Eastern Ave	234	North Side
7	Cambridge Pl	Civic #1	To civic #31 Cambridge Pl	153	South Side
16	Cambridge Pl	Civic #36	To ditch inlet at Chartwell Dr	126	North Side
75	Cambridge Pl	Civic #63	To civic #81 Cambridge Pl	73	South Side
153	Sutton Pl	Civic #133	To civic #155 Sutton Pl	106	North Side
29	Riverin Ave	Civic #16 Vera Ave	To civic #212 Farquhar St	184	West Side
198	Upton Rd	Civic #198	To ditch inlet on Edward St	12	North Side
14	McPhail Ave	Civic #14	To c/b at Riverview Ave	27	North Side
379	Lake St	Civic #379	To ditch inlet on Creery Ave	79	South Side
722	Black Rd	Pole # B7828	To off take ditch at Second Line	390	East Side
27	Panoramic Dr	Civic #27	To civic #53 Panoramic Dr	109	West Side
65	Old Garden River Rd	Civic #65	To off take ditch	116	South Side
200	Terrance Ave	Civic #170	To civic #310 Old Garden River Rd	250	North Side
964	Old Garden River Rd	Civic #964	To civic #1026 Old Garden River Rd	156	West Side
1074	Old Garden River Rd	Civic #1074	To pole #14274	285	West Side
1357	Old Garden River Rd	Civic #1357	To pole #B7638	299	South Side
185	Case Rd	Civic #131	To civic #185	253	West Side
175	Landslide Rd	Civic #175	To civic #215 Landslide Rd	155	East Side
184	Landslide Rd	Civic #184	To civic #218 Landslide Rd	132	West Side
1055	Fourth Line E	Civic #1055	To ravine	23	South Side
450	Fourth Line E	Civic #422	To civic #504 Fourth Line E	312	North Side
555	Fourth Line E	Civic #555	To ditch inlet at Great Northern Rd	266	South Side
600	Fourth Line E	Civic #600	To civic #1325 Great Northern Rd	148	North Side
1385	Great Northern Rd	Civic #1385	To civic #1423 Great Northern Rd	182	West Side
287	Fourth Line E	Civic #287	Pole #B4949	119	South Side
371	Fourth Line E	Civic #339	To civic #387 Fourth Line E	172	South Side
515	Old Goulais Bay Rd	Civic #515	To civic #571 Old Goulais Bay Rd	237	West Side
111	Old Goulais Bay Rd	Civic #107	To civic #115 Old Goulais Bay Rd	106	West Side
57	Old Goulais Bay Rd	Civic #45	To civic #65 Old Goulais Bay Rd	99	West Side
165	Drive In Rd	Civic #165	To civic #25 Drive In Rd	114	North Side
235	Drive In Rd	Civic #235	To civic #380 Industrial Park Cr	230	East Side
165	Blake Ave	Civic #111 Oryme Ave	To civic #163 Blake Ave	35	West Side
255	Strand Blvd	Civic #255	To cross culvert at #249 Strand Ave	63	South Side
12	Montcalm Rd	Civic #12	To civic #102 Superior Dr	14	North Side
1235	Peoples Rd	Civic #1201	To civic #1295 Peoples Rd	379	West Side
1562	Peoples Rd	Civic #1550	To civic # 1574 Peoples Rd	348	East Side
84	Fourth Line W	Civic #84	To pole #B5552	110	North Side
187	Fourth Line W	Civic #151	To civic #195 Fourth Line W	164	South Side
471	Brule Rd	Civic #471	To civic #214 Fourth Line W	99	West Side
	Tallack Blvd	Civic #1 Kent Cr	To civic #41 West Braemer Blvd	167	North Side
	Tallack Blvd	Civic #78	To civic #1 East Dunrobin Bay	303	North Side
	Tallack Blvd	Pole #15995	To pole #16002	318	South Side
240	Moss Rd	Civic #194	To civic #240 Moss Rd	193	East Side
751	Korah Rd	Civic #300 Rossmore Rd	To grate at Korah Rd	180	West Side
294	Rossmore	Civic #294	To civic #750 Korah Rd	135	East Side
365	Doncaster Rd	Civic #365	To civic #595 Korah Rd	148	South Side
1126	Goulais Ave	Civic #1126	To pole #15704	278	East Side
30	Wardell Rd	Civic #48	To cross culvert at Goulais Ave	345	North Side
251	East Balfour St	Civic #251	To the ravine	100	South Side
912	Third Line W	Civic #840	To civic #912 Third Line W	265	North Side
744	Second Line W	Civic #4 Arden St	To civic #702 Second Line W	283	North Side
79	Hare Ave	Civic #79	To off take ditch	59	South Side
299	Laurier Ave	Civic #299	To civic #287 Laurier Ave	49	West Side
30	Eden Sq	Civic #7 North Eden Sq	To civic #30 Eden Sq	103	North Side
51	Palomino Dr	Civic #51	to civic #45	24	South Side
30	Appaloosa Ave	Civic #30	To ravine	37	East Side
384	Maki Rd	Civic #308	To #384 Maki Rd	352	East Side
31	Sunset Dr	Civic #31	To civic #45 Sunset Dr	110	South Side
52	Sunset Dr	Civic #28	To civic #58 Sunset Dr	259	North Side

CIVIC NO.	STREET	FROM	TO	METRES	DESCRIPTION
1340	Carpin Beach Rd	Civic #1344	To pole #17749	101	East Side
1022	Carpin Beach Rd	Civic #982	To civic #1022 Carpin Beach Rd	309	East Side
1600	Base Line	Civic #1584	To pole #16743	92	North Side
579	Town Line	Civic #506	To civic #579 Town Line Rd	161	West Side
			Total metres	**12676**	

The Corporation of the
City of Sault Ste. Marie

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

June 24, 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:	Resurfacing Contract 2024-7E

Purpose

The purpose of this report is to obtain approval to award Contract 2024-7E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of Wallace Terrace from Goulais Avenue to Korah Road.

Background

At the May 13, 2024 meeting, Council approved the 2024 resurfacing program.

Tenders were received via the City's electronic bidding system. Submissions for Contract 2024-7E were opened on Monday, June 10, 2024. Tender results were made public on the project page in the electronic bidding system.

Analysis

A total of two tenders were received. All tenders submitted were checked and found to be complete and valid. The low tender of $2,291,876 (excluding HST) was received from Pioneer Construction Inc.

Financial Implications

A budget of $3,888,609 was allotted for the 2024 resurfacing program, which includes Contracts 2024-7E and 2024-8E.

When non-recoverable HST is added, the cost to complete this project is projected to be $2,332,213, which can be covered by the funds outlined above.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-106 authorizing the execution of Contract 2024-7E is listed under item 12 of the Agenda 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

June 24, 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:	Miscellaneous Construction/Paving – Contract 2024-8E

Purpose

The purpose of this report is to obtain approval to award Contract 2024-8E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of Second Line West from Goulais Avenue to civic 748 Second Line West; St. George's Avenue from Grand Boulevard to Maple Street; construction of a Hub Trail spoke on Second Line from Carmen's Way to Peoples Road; construction of the Hub Trail on Mark Street from Lake Street to Anna McCrea Public School; construction of a sidewalk on Pine Street from civic 58 Pine Street to Shore Drive; sanitary lateral repairs on St. Georges Avenue and Second Line; and surface treatment of various locations within the City.

Background

At the May 13, 2024 meeting, Council approved the 2024 resurfacing program.

Tenders were received via the City's electronic bidding system. Submissions for Contract 2024-8E were opened on Wednesday, June 12, 2024. Tender results were made public on the project page in the electronic bidding system.

Analysis

A total of two tenders were received. All tenders submitted were checked and found to be complete and valid. The low tender of $2,442,816 (excluding HST) was received from Ellwood Robinson Inc.

Financial Implications

A budget of $3,888,609 was allotted for the 2024 resurfacing program, which includes Contracts 2024-7E and 2024-8E. In addition to that amount, $917,573 is recommended to be used from the Active Transportation Fund for the work associated with the Hub Trail and $88,828 is recommended to be used from the emergency allocation in the Sanitary budget for the sanitary lateral repairs.

For Council's information, staff are finalizing the funding agreement details with Infrastructure Canada to pay for 60% of the work associated with the Hub Trail. The remaining 40% of the funds up to $540,000 have been committed by Council

as part of the 2023 Capital Budget. A report for the agreement will be coming to Council at a later date. Staff have discussed this with the contractor and the Hub Trail work is listed as a provisional item. Should the funding agreement and associated funds not materialize, staff will utilize approved funding sources to complete the work outlined in this report.

When Prince Township costs are removed and non-recoverable HST is added, the cost to complete this project is projected to be $2,412,908, which can be covered by the funds outlined above.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Infrastructure focus area of the Corporate Strategic Plan.

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

The relevant By-law 2024-107 authorizing the execution of Contract 2024-8E is listed under item 12 of the Agenda and will be read with all By-laws under that item.

Respectfully submitted,

Dan Perri
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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Third Party Cost Recovery – Fire Services 2024

Purpose

Fire Services is requesting Council approval of a two-year extension on the existing approved agreement with Fire Marque Inc. for the provision of Cost Recovery Services.

Background

A report from the Manager of Purchasing dated June 28, 2021 outlined the Request for Proposal for the provision of a Third Party Cost Recovery Service. Fire Marque was the successful bidder and these services commenced subsequent to execution of By-law 2021-134.

Analysis

The terms of the agreement between the City of Sault Ste. Marie and Fire Marque were for three years: July 1, 2021 to June 30, 2024 with an option to extend to June 30, 2026.

Fire Marque has successfully recovered costs associated with Fire Services' responses through property insurance policies by invoicing insurance companies for costs of attending with respect to insured perils.

There is a 70/30 split; Fire Services receives 70% and Fire Marque receives 30%.

To date, there has been $115,089 recovered less 30% to Fire Marque.

2022 – $34,637
2023 – $44,104
2024 – $36,348

Financial Implications

Fire Services estimates a continuation of approximately $30,000 annually in cost recoveries.

The recovered funds stay within the Fire Services budget as revenue or cost recovery in areas such as training and capital purchases – mainly items such as firefighting equipment, nozzles, tools, hose and Fire public education material.

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

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

The relevant By-Law 2024-102 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@cityssm.on.ca

Rotary
Club of Sault Ste. Marie

March 27, 2024

Mayor Shoemaker and Council
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Shoemaker and Councilors:

The Rotary Club of Sault Ste. Marie would like to request the following pertaining to the operation of ROTARYFEST 2024 for July 18-20, 2024.

A) Use of
1) Clergue and Rowswell Parks for July 13-21,
2) The Civic Centre green space and a portion of the parking lot (please see attachment 1) at the corner of Bay and Foster Drives for July 13-July 22 for the midway.
3) The south half of the Bay Street Senior Active Living Centre parking lot for July 20 (please see attachment 2).
4) Closure of Ken Danby Way for July 13 – 21.
5) The downtown plaza for July 18-20.

B) By-law
Control of what takes place on the festival grounds, adjacent sidewalks, and streets during the operation of the festival, especially pertaining to vendors. Anyone wishing to sell or demonstrate products on the grounds must first receive permission to do so from the ROTARYFEST committee. A fee may apply.
1) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
2) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
3) On the south side of Bay Street between Brock and East Streets, including the sidewalk;
4) Lower East Street south of Bay Street and Ken Danby Way;
5) The Senior Drop In Centre parking lot off of Foster Drive

On behalf of Rotary, I would like to thank you for your cooperation in this matter.

Sincerely,

Nilah Moss
Events Manager

cc: Virginia McLeod, Manager, Recreation and Culture

364 Queen St. East, Sault Ste. Marie, ON P6A 1Z1
705-945-1279 ~ www.rotarysault.com

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	Appointment of Deputy CAO, Community Development and Enterprise Services

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Purpose

The purpose of this report is to seek Council approval to appoint Brent Lamming as Deputy CAO, Community Development and Enterprise Services.

Background

At the Council meeting of January 29, 2024 City Council authorized the selection process and committee for the hiring of the Deputy CAO, Community Development and Enterprise Services (DCAO CDES).
A recruitment process was undertaken which included:

- Selection Committee appointed including Mayor Shoemaker, Councillor Vezeau-Allen, Tom Vair, Karen Fields and Nicole Ottolino
- CAO and Director of Human Resources developed job description;
- Position was posted internally and externally;
- Short list of candidates chosen by the Selection Committee based on a predetermined scoring matrix;
- Interview questions finalized by Selection Committee;
- Five candidates were selected for first interviews
- Interviews scored against ideal responses;
- Four candidates were selected for second interviews (which included additional questions and a presentation and written report required from each candidate)

Staff are seeking Council approval of Brent Lamming for the DCAO CDES role.

Analysis

Mr. Lamming has served as the Director of Community Services for just over six years and brings senior level experience from the private sector, a Certified Management Accountant designation and Board experience with non-profit organizations in the community to this position at the City.

Financial Implications
There are no financial implications to this report.

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

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

The relevant By-law 2024-104 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Tom Vair
CAO
705.759.5347
cao.vair@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-104

APPOINTMENT: A by-law to appoint Brent Lamming as Deputy CAO, Community Development and Enterprise Services.

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

1. **APPOINTMENT – DEPUTY CAO, COMMUNITY DEVELOPMENT AND ENTERPRISE SERVICES**

   Brent Lamming is hereby appointed Deputy CAO, Community Development and Enterprise Services commencing June 24, 2024.

2. **BY-LAW 2016-150 REPEALED**

   By-law 2016-150 is hereby repealed.

3. **EFFECTIVE DATE**

   This by-law becomes effective on June 24, 2024.

PASSED in open Council this 24th day of June, 2024.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

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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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Shelley J. Schell, CPA, CA Chief Financial Officer and Treasurer
DEPARTMENT:	Corporate Services
RE:	Long Term Financial Plan

Purpose

The purpose of this report is to seek the approval from Council of the Long Term Financial Plan (LTFP).

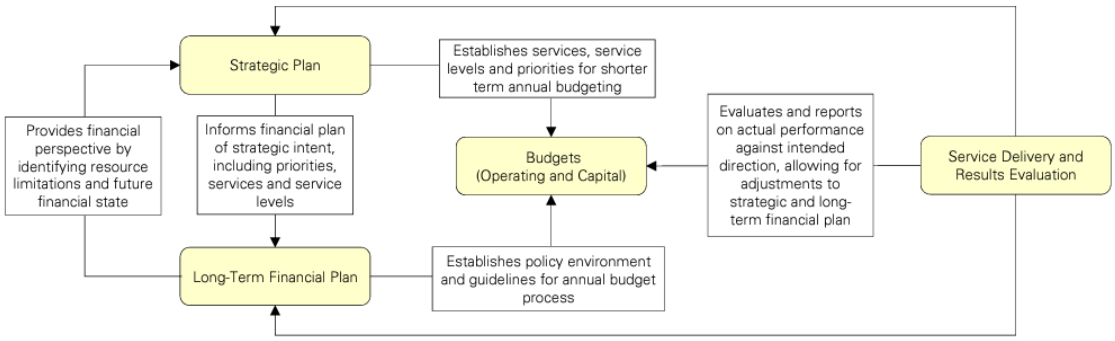
Background

The 2023 Operating Budget approved funding for the development of a long-term financial plan to guide the financial management of the municipality over a 10-year planning period. Watson & Associates Economics Ltd. were engaged to create a model that can be updated annually by the City. Watson & Associates Economics Ltd. are in attendance to present a summary of the model and the levy and tax rate impacts over the 10-year period.

Analysis

A long-term financial plan is an important tool in ensuring the financial health and sustainability of City services. It is not a budget; it informs the annual budget. Long term financial planning is the process of aligning financial capacity with the long-term service level objectives and the City's strategic plans. It involves projecting revenues, expenses and key factors that have a financial impact on the organization. By understanding long term trends and potential risk factors, impacts to the overall financial sustainability can be addressed.

Long term financial planning relates to strategic planning and budgeting, as well as for developing financial policies and asset management planning. A long-term perspective assists in decision making as financial challenges are often created over many years and can take more than one year to resolve. Its value lies when all these planning tools are aligned and integrated, as indicated in the diagram below.



Reproduced from the publication 'Financing the Future: Long-Term Financial Planning for Local Government', Shayne Kavanagh

(reproduced from KPMG Municipal Long-Term Financial Plan for the City of Greater Sudbury April 13, 2017)

The framework of the LTFP focuses on:

- Sustainability: the ability to maintain services over an extended period of time
- Flexibility: the ability to adapt to changing opportunities
- Vulnerability: the ability to mitigate the exposure to risks that could impair the capability to meet existing financial obligations and commitments

In addition, the framework will be used to guide decisions and corporate policies to ensure consistency with the LTFP.

Overview of Long Term Financial Plan

The City's LTFP model is for tax-supported services. It does not include rate supported requirements for sanitary sewer operations and capital, for which rates are forecasted and set outside of the LTFP model.

Capital requirements range from $35 million to $45 million annually during the forecast period. The LTFP includes a dedicated levy increase to provide a sustainable level of reserves to be able to fund the capital needs that are not funded through other external funding sources. The additional levy is approximately 2% annually to incrementally grow the capital reserves.

The LTFP model methodology and key assumptions are included in Section 1.2 Overview of the Long-Term Financial Plan.

The average annual levy increase will be upwards of 5.0%. With recent population growth data showing an estimated population in 2023 of 78,574, the LTFP estimates have been exceeded. Scenario 1 thus may best reflect forecasted levy requirements. Operational costs to maintain the service levels average approximately 3.5% annually. The forecast does not include additional long-term debt, other than that identified previously in the Capital Budget Forecast, as the City is at the maximum repayment limit as established by the approved Debt Management Policy. Reaching sustainability for capital reserves will require an additional 2% annually to be added to the levy. The chart below summarizes the annual incremental changes that impact the levy.

	2025	2026	2027	2028	2029	2030	2031	2032	Avg
Scenario 1									
Operations	4.3%	3.5%	3.2%	3.5%	3.6%	3.4%	3.3%	3.2%	3.5%
Reserve Transfers	0.5%	1.3%	2.0%	2.1%	2.0%	2.3%	2.3%	2.2%	1.8%
Debt Payments	0.1%	0.1%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
	4.9%	4.7%	5.2%	5.6%	5.6%	5.6%	5.6%	5.4%	5.3%
Scenario 2									
Operations	4.3%	3.5%	3.2%	3.3%	3.2%	3.1%	2.9%	2.9%	3.3%
Reserve Transfers	0.7%	1.6%	1.9%	1.8%	1.8%	2.2%	2.1%	2.2%	1.8%
Debt Payments	0.1%	0.1%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%

The LTFP outlines the significant cost pressures faced by the municipality in properly managing assets and capital projects. Significant effort is being made by the Association of Municipalities of Ontario and the Federation of Canadian Municipalities to advocate for a change to municipal funding to support sustainability. Both Toronto and Ottawa have entered into “New Deal” agreements with the Province of Ontario which provides evidence for the need for additional funding for municipalities. The significant annual tax increases outlined in the plan will not be palatable to residents and relief is required from senior levels of government to support municipalities.

Next Steps

The long-term financial plan will be reviewed and updated in conjunction with the future updates to the Strategic Plan. Once the Strategic Plan for 2024-2027 is finalized, the long-term financial plan will be reviewed to ensure alignment. As a living document, updates will be done as key assumptions change.

The following financial policies will be reviewed and updated to determine what policy changes should be made to ensure alignment with the long-term financial plan:

- Reserves and Reserve Fund Policy
- Debt Management Policy
- Capital Budget and Financing Policy

Financial indicators and benchmarks will be assessed to determine what should be measured for assessing the City’s performance against the long-term financial plan. Recommendations made by the consultant will be reviewed and incorporated.

The operating budget for 2025 will include implementation of a capital levy, as set out in the LTFP which will be utilized to slowly grow reserves to address future

capital requirements and ensure sufficient funding. The asset management plans indicate infrastructure funding gaps that could detrimentally impact service levels. The level of reserves are currently insufficient to manage the capital requirements of the City. In-year annual budget funding at the time of critical need replacement is not affordable nor sustainable.

The LTFP is a critical component of multi-year budgeting. The multi-year budget will incorporate the approved priorities identified in the Strategic Plan and the financial sustainability strategies of the long-term financial plan. A future report will be provided to Council with an update on the requirements, process and timing of implementation.

Financial Implications

There are no immediate financial implications of the approval of the long-term financial plan. The plan informs the long-term impact the current priorities identified and future impacts of community growth. The annual budget and its approval will determine the financial impact and subsequent tax levy.

Strategic Plan / Policy Impact / Climate Impact

The LTFP supports the focus area of the Community Strategic Plan for 2021-2024 for Infrastructure as it provides for the asset management plans to be funded. Providing a plan to ensure sustainability of services and capital assets reflects Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated June 24, 2024 concerning Long Term Financial Plan be received and that the Long Term Financial Plan be approved.

Respectfully submitted,

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



Long-Term Financial Plan

City of Sault Ste Marie

Final Report

Watson & Associates Economists Ltd.
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Report

Chapter 1
Introduction

1. Introduction

Watson & Associates Economists Ltd. (Watson) was retained by the City of Sault Ste Marie (City) to prepare a long-term financial plan (LTFP) for the 9-year forecast period (2024-2032) and to develop a LTFP model for use by the City in their ongoing fiscal planning decisions for tax-supported services. The purpose of the LTFP model was to provide the City with a tool that could be used to update the City's existing financial policies, optimize funding sources and measure progress towards long-term financial objectives. The LTFP summarized in this report has been prepared using the LTFP model developed for the City and summarizes the forecasts the annual net levy and property tax impacts based on the following inputs:

- Anticipated development and property assessment impacts for base and low growth scenarios (Chapter 2);
- Projected capital costs and funding sources (Chapter 3), including recommended reserve and reserve fund utilization and accumulation policies/strategies and impacts on debt capacity utilization;
- Forecast operating expenditures, revenues, and property tax impacts (Chapter 4); and
- Overall fiscal impacts including impacts on key performance indicators, (Chapter 5) such as:
    - Annual property tax as a percentage of average household income; and
    - Net levy per capita

1.1 Study Process

Watson worked extensively with City staff throughout the organization in assessing background material, building the LTFP model, developing and testing assumptions, and reviewing the financial plan findings. Summarized in Table 1-1 is the process that was followed in preparing the LTFP.

Table 1-1
Schedule of Key Study Process Dates

Process Steps	Dates
1. Project initiation meeting with staff	July 2023
2. Background Data Collection and Review	July to October 2023
3. LTFP Model Development Workshops	October 2023
4. Development Assumptions	July to October 2023
5. Long-Term Capital Program	October 2023
6. Operating Budget Implications	July to October 2023
7. Financial Impacts	March to April 2024
8. LTFP Report and Presentation	June 2024

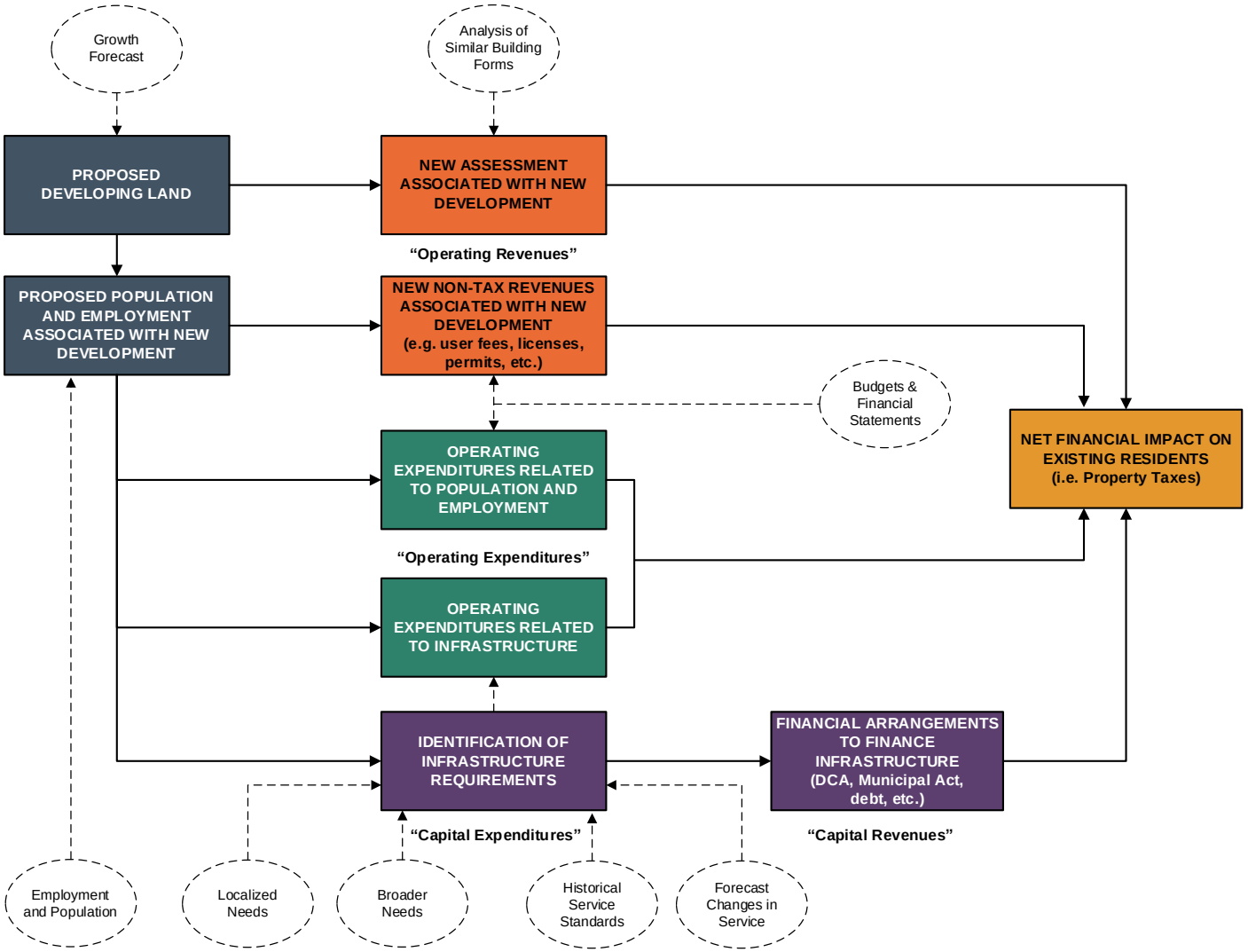
1.2 Overview of the Long-Term Financial Plan Model

Figure 1-1 provides a schematic overview of the methodology undertaken herein, which is described as follows:

- Blue Boxes – denote the anticipated development within the City to the year 2032. The anticipated development is based off of the growth forecast in the City's 2018 Population, Housing and Employment Projections and 2021 Census data. Moreover, the types of residential and non-residential development were forecast to include
    - Residential – Low-density (single-detached), low-density (semi-detached), medium-density, and high-density units
    - Non-Residential – Industrial, commercial and institutional.

- Purple Boxes – denote the incremental capital infrastructure needs to service the anticipated development. The capital requirements to support the increase in servicing needs (roads, fire, recreation and parks, etc.) were developed and validated with input from various departmental staff. These needs were derived from the City's 2024 capital budget, asset management plans, 2024-2028 Roads Plan, Solid Waste Management Business Improvement Plan, and specific adjustments provided by staff. The resultant capital needs and timing are summarized in Section 3.1 of this report. Financing methods for funding the infrastructure are discussed in Sections 3.2 and 3.3. The use of debt as a financing source is measured relative to the City's legislated borrowing capacity and internal debt repayment policy limits to assess the annual repayment limit impacts. Moreover, the financing plan seeks to provide for reserve/reserve fund sustainability.
- Green Boxes – denote the additional operating expenditures anticipated over the forecast period. These costs have been assessed on two different basis: incremental operating costs related to infrastructure, and incremental operating costs related to the increase service/program demands of population and employment growth. The former identifies the specific operating costs anticipated to be incurred as additional infrastructure (e.g., roads, facilities, etc.) is constructed, purchased or assumed. The latter identifies service/program expenditures which are linked to population and employment growth.
- Orange Boxes – denote incremental property tax revenues and non-tax revenues. Similar to the assessment of operating costs, incremental non-tax operating revenues are assessed in relation to additional infrastructure and population and employment service/program demands. Additional assessment is anticipated as residential, industrial, commercial, and institutional development occurs over the forecast period. This new assessment gives rise to additional property tax revenue, which has been forecast based on current market values for comparable development types. For market value assessment purposes, these developments include various types of built form (e.g., low density dwelling units with different lot frontages) as detailed in Section 2.4 herein. The forecast incremental market value assessment was converted to incremental weighted assessment based on the City's current taxation ratios and policies.
- Yellow Box – denotes the overall financial impact on the City's net levy, property taxes, and other financial measures such as debt capacity utilization and reserve/reserve fund sustainability.

Figure 1-1
Overview of the Long Term Financial Plan Model



1.3 Long-Term Financial Plan Scenarios

The LTFP has been prepared to consider a base and low growth scenario to assess the impact of development on the forecast fiscal position of the City over the forecast period.

Chapter 2
Anticipated Development

2. Anticipated Development

2.1 Introduction

This chapter summarizes forecast population, housing, employment, and gross floor area (G.F.A.) for the City over the forecast period for Scenarios 1 and 2 based on the City's 2018 Population, Housing and Employment Projections (2024-2032) and 2021 Census data.

Scenario 1 – Base Growth Forecast

Scenario 1 has been developed such that the growth forecast is aligned with the City's 2018 Population, Housing and Employment Projections.

Scenario 2 – Low Growth Forecast

As there was a significant upturn in development activity in the second half of the City's 2018 Population, Housing and Employment Projections, a second scenario has been prepared to assess the impacts if the City does not realize this higher level of growth.

The City's 2024 population of 72,801 has been estimated for the starting point of the LTFP based on the 2021 Census data (72,051 population) and growth identified in the 2018 Population, Housing and Employment Projections for 2021 to 2024 (i.e., 0.3% annual growth). 2024 employment has been based on the projections contained within the 2018 Population, Housing and Employment Projections due to inconsistencies in the 2021 census data for employment due to census occurring during the COIVD-19 pandemic.

2.2 Population and Housing Growth, 2024-2032

The population growth utilized for the LTFP for each scenario was based on the following information:

- 2021 Census data; and
- The City's 2018 Population, Housing and Employment Projections which identified average annual population growth of 0.7% over the period of 2021-2032.

The following provides how the forecasts for Scenario 1 and 2 were developed

2.2.1 Scenario 1 – Base Growth Forecast

- Scenario 1 was developed to be aligned with the population forecasts contained within the 2018 Population, Housing and Employment Projections. The projections provided the following growth rates over the identified intervals:
    - 2024-2026 – 0.3% average annual growth which resulted in a population increase of 500 over the 2-year period (250/year).
    - 2027-2032 – 1.0% average annual growth which resulted in a population increase of 4,575 over the 6-year period (762/year).
- Based on this level of growth, the City's population is forecast to increase from 72,801 in 2024 to 77,876 by 2032.
- In terms of housing units this results in a total of 2,219 additional housing units over the forecast period. These additional housing units comprise of 1,173 low density units (53%), 329 medium density units (15%) and 717 high density units (32%).
- The detailed residential growth forecast for Scenario 1 is presented in Table 2-1.

2.2.2 Scenario 2 – Low Growth Forecast

- Scenario 2 was developed to be aligned with the population growth levels contained within the 2024-2026 interval of growth in the 2018 Population, Housing and Employment Projections. The projections provided the following growth rate over the 2024-2032 period:
    - 0.3% average annual growth which resulted in a population increase of 2,750 over the 9-year period (3,075 lower than the growth identified in Scenario 1)
- Based on this level of growth, the City's population is forecast to increase from 72,801 in 2024 to 74,802 by 2032.
- In terms of housing units this results in a total of 1,045 additional housing units over the forecast period. These additional housing units comprise of 556 low density units (53%), 159 medium density units (15%) and 330 high density units (32%).
- The detailed residential growth forecast for Scenario 2 is presented in Table 2-2.

Table 2-1
Scenario 1 Residential Growth Forecast

RESIDENTIAL			2024-2032							
Type of Units	Estimated P.P.U.	2024	2025	2026	2027	2028	2029	2030	2031	2032
Number of Units										
Low Density			**51**	**51**	**160**	**160**	**160**	**160**	**160**	**119**
Single-detached	*3.34*		*38*	*38*	*122*	*122*	*122*	*122*	*122*	*90*
Semi-detached	*2.69*		*13*	*13*	*39*	*39*	*39*	*39*	*39*	*29*
Medium Density			**14**	**14**	**45**	**45**	**45**	**45**	**45**	**33**
Rowhouse, Duplex	*2.65*		*14*	*14*	*45*	*45*	*45*	*45*	*45*	*33*
High Density	***1.70***		**30**	**30**	**99**	**99**	**99**	**99**	**99**	**72**
Total Units			**95**	**95**	**304**	**304**	**304**	**304**	**304**	**224**
Net Population Increase	**Annual**		**250**	**250**	**797**	**797**	**797**	**797**	**797**	**588**
	Cumulative		**250**	**500**	**1,297**	**2,095**	**2,892**	**3,689**	**4,486**	**5,075**
Total Population		**72,801**	**73,051**	**73,301**	**74,099**	**74,896**	**75,693**	**76,490**	**77,288**	**77,876**

Table 2-2
Scenario 2 Residential Growth Forecast

RESIDENTIAL			2024-2032							
Type of Units	Estimated P.P.U.	2024	2025	2026	2027	2028	2029	2030	2031	2032
Number of Units										
Low Density			**51**	**51**	**51**	**51**	**51**	**51**	**51**	**51**
Single-detached	*3.34*		*38*	*38*	*38*	*38*	*38*	*38*	*38*	*38*
Semi-detached	*2.69*		*13*	*13*	*13*	*13*	*13*	*13*	*13*	*13*
Medium Density			**14**	**14**	**14**	**14**	**14**	**14**	**14**	**14**
Rowhouse, Duplex	*2.65*		*14*	*14*	*14*	*14*	*14*	*14*	*14*	*14*
High Density	***1.70***		**30**	**30**	*30*	*30*	*30*	*30*	*30*	*30*
Total Units			**95**	**95**	**95**	**95**	**95**	**95**	**95**	**95**
Net Population Increase	**Annual**		**250**	**250**	**250**	**250**	**250**	**250**	**250**	**250**
	Cumulative		**250**	**500**	**750**	**1,000**	**1,250**	**1,500**	**1,749**	**1,999**
Total Population		**72,801**	**73,051**	**73,301**	**73,551**	**73,801**	**74,051**	**74,301**	**74,552**	**74,802**

2.3 Non-Residential Growth, 2024-2032

The non-residential growth utilized for the LTFP was derived on the basis of the following information:

- 2024 forecast employment based on the City's 2018 Population, Housing and Employment Projections.
- Forecast non-residential gross floor area has been derived based on the following assumptions regarding incremental floor space per employee.
    - Industrial – 93 square metres/employee
    - Commercial - 50 square metres/employee
    - Institutional - 50 square metres/employee

The following provides how the above information was utilized to develop the forecasts for Scenario 1 and 2.

2.3.1 Scenario 1 – Base Growth Forecast

- Scenario 1 was developed to be aligned with the employment forecasts contained within the 2018 Population, Housing and Employment Projections. The projections provided the following growth rates over the following intervals:
    - 2024-2026 – 0.6% average annual growth which resulted in an employment increase of 378 employees over the 2-year period (189/year)
    - 2027-2032 – 1.0% average annual growth which resulted in an employment increase of 2,089 employees over the 6-year period (348/year).
- Based on this level of growth, the City's employment levels are forecast to increase from 33,106 in 2024 to 35,573 by 2032.
- In terms of G.F.A. development, this results in a total of 147,000 additional square metres of non-residential space over the forecast period. This additional non-residential space comprises of 50,000 square metres of industrial space (34%), 60,000 square metres of commercial space (41%) and 37,000 square meters of institutional space (25%).
- The detailed non-residential growth forecast for Scenario 1 is presented in Table 2-3.

2.3.2 Scenario 2 – Low Growth Forecast

- Scenario 2 was developed to be aligned with the employment growth levels contained within the 2024-2026 interval of growth in the 2018 Population, Housing and Employment Projections. The projections provided the following growth rates over the 2024-20232 period:
    - 0.6% average annual growth which resulted in an employment increase of 1,514 employees over 9-year period (954 lower than the growth identified in Scenario 1)
- Based on this level of growth, the City's employment levels are forecast to increase from 33,106 in 2024 to 34,619 by 2032.
- In terms of G.F.A. development, this results in a total of 93,000 additional square metres of non-residential space over the forecast period. This additional non-residential space comprises of 36,500 square metres of industrial space (39%), 35,000 square metres of commercial space (38%) and 21,000 square meters of institutional space (23%).
- The detailed non-residential growth forecast for Scenario 2 is presented in Table 2-4.

Table 2-3
Scenario 1 Non-Residential Growth Forecast

NON-RESIDENTIAL			2024-2032							
Type of Development	Estimated Sq.M./Emp.	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total Sq.M. of Development										
Primary	-		-	-	-	-	-	-	-	-
Industrial	93		4,571	4,571	6,885	6,885	6,885	6,885	6,885	6,197
Commercial	50		4,385	4,385	8,745	8,745	8,745	8,745	8,745	7,491
Institutional	50		2,639	2,639	5,469	5,469	5,469	5,469	5,469	4,325
Total Sq.m. of Development			**11,595**	**11,595**	**21,098**	**21,098**	**21,098**	**21,098**	**21,098**	**18,013**
New Employment	**Annual**		**189**	**189**	**357**	**357**	**357**	**357**	**357**	**302**
	Cumulative		**189**	**378**	**736**	**1,093**	**1,451**	**1,808**	**2,165**	**2,468**
Total Employment (excl. NFPOW & WAH)		**33,106**	**33,295**	**33,484**	**33,841**	**34,199**	**34,556**	**34,914**	**35,271**	**35,573**

Table 2-4
Scenario 2 Non-Residential Growth Forecast

NON-RESIDENTIAL			2024-2032							
Type of Development	Estimated Sq.M./Emp.	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total Sq.M. of Development										
Primary	-		-	-	-	-	-	-	-	-
Industrial	93		4,571	4,571	4,571	4,571	4,571	4,571	4,571	4,571
Commercial	50		4,385	4,385	4,385	4,385	4,385	4,385	4,385	4,385
Institutional	50		2,639	2,639	2,639	2,639	2,639	2,639	2,639	2,639
Total Sq.m. of Development			**11,595**	**11,595**	**11,595**	**11,595**	**11,595**	**11,595**	**11,595**	**11,595**
New Employment	**Annual**		**189**	**189**	**189**	**189**	**189**	**189**	**189**	**189**
	Cumulative		**189**	**378**	**568**	**757**	**946**	**1,135**	**1,324**	**1,514**
Total Employment (excl. NFPOW & WAH)		**33,106**	**33,295**	**33,484**	**33,673**	**33,862**	**34,052**	**34,241**	**34,430**	**34,619**

2.4 Assessment Growth, 2023-2032

The residential and non-residential growth forecasts formed the basis of property value assessment growth that was utilized for the LTFP model. Average market value property assessments were applied to the growth assumptions summarized in Section 2.2 and 2.3 to develop the forecast of assessment over the forecast period. The average market value assessments were derived from the City's historical assessment data and are presented in Table 2-5.

Table 2-5
Market Value Assessment Assumptions for New Development

RESIDENTIAL	
Average Assessment per Unit	**2018-2022**
Low Density	*439,212*
Single-detached	*463,224*
Semi-detached	*278,333*
Other single-attached house	
Medium Density	228,320
Row house	*228,067*
Apartment, detached duplex	*241,000*
High Density	185,921

NON-RESIDENTIAL	
Average Assessment per sq.m.	**2018-2022**
Industrial	2,423
Commercial	3,014
Institutional	4,612

Incremental property tax revenues from new development are calculated based on weighted taxable assessment. As such, the forecast incremental weighted taxable assessment is determined by multiplying the incremental market value assessment by the City's 2024 tax ratios to determine the incremental weighted assessment for tax purposes.

In addition to adding incremental weighted assessment to the City's current assessment base, new development activity will also decrease certain tax classes as land uses are converted. For example, as non-residential lands develop, the current assessment for vacant land will decrease as a result. In addition, to these assumptions, the following

assumptions have also been used in preparing the forecast of weighted taxable assessment growth:

- The forecast of assessment assumes a six-month lag between occupancy and assessment.
- High density residential development will be assessed in the "New Multi-Residential" tax class.

Table 2-6 summarizes the residential and non-residential weighted assessment growth for Scenario 1 (Base growth), and Scenario 2 (Low Growth), respectively.

Table 2-6
Weighted Assessment Forecast ($,Billions)

Forecast Weighted Assessment	2024	2032	Annual Increase (%)
Base Growth			
Residential	$6.2 B	$6.8 B	1.2%
Non-Residential	$2.5 B	$2.7 B	0.9%
Total	**$8.7 B**	**$9.4 B**	**1.1%**
Low Growth			
Residential	$6.2 B	$6.4 B	0.5%
Non-Residential	$2.5 B	$2.6 B	0.6%
Total	**$8.7 B**	**$9 B**	**0.5%**

Applying the City's 2024 tax ratios by tax class produces incremental weighted assessment of $9.4 billion by 2032, or 1.1% growth rate in average annual weighted assessment under the base growth forecast. Under the low growth forecast, annual weighted assessment increases by 0.5% per year resulting in total weighted assessment in 2032 of $9.0 billion (approximately 4% lower than Scenario 1). The details of the weighted assessment forecast for the forecast period are provided in Appendix A.

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Chapter 3
Capital Costs and Capital Funding Plan

3. Capital Costs and Capital Funding Plan

3.1 Capital Costs

As part of the process for this financial evaluation, detailed discussions were undertaken with City staff to evaluate and identify future capital needs. These discussions involved review of the City's 2024 capital budget, asset management plan, and Solid Waste Management Business and Implementation Plan.

The capital expenditure forecasts for Scenarios 1 and 2 remain unchanged as the pace of growth identified in Chapter 2 is not expected to impact the forecast capital needs. The forecast capital needs are presented in Table 3-1. All capital expenditures have been forecast assuming 3% annual capital cost inflation.

The majority of the forecast capital needs relate to engineering services (primarily Roads and Stormwater Management costs) which represent 58% of the forecast capital needs and Community Development & Enterprise Services (primarily Fleet and Equipment and Community Services) which represent 23% of the forecast capital needs. The annual capital expenditures for the 2024-2032 forecast period average $40.4 million. Public Works costs (which include forecast costs for the Landfill identified in the B&I plan) represent 12% of the forecast capital needs.[1]

Section 3.2 summarizes the capital funding alternatives and Section 3.3 of this report presents the capital funding plan for the capital expenditure forecasts. In addition, this section presents the impacts of the capital needs on the City's reserves and reserve fund balances and debt financing capacity.

[1] Landfill costs that have committed debenture funding are not included in the forecast capital needs. Annual debt repayment costs are included within the operating costs forecast.

Table 3-1
Forecast Capital Needs

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032	2024-2032 Average
Engineering	21,725,562	22,169,684	23,012,298	20,743,572	22,715,568	24,137,621	24,861,750	25,607,602	26,375,830	23,483,276
Public Works	3,445,350	2,014,980	1,831,370	7,484,038	12,859,706	8,406,998	3,401,497	3,509,876	3,628,220	5,175,782
Community Development & Enterprise Services	6,496,313	14,440,128	9,678,903	6,217,251	7,128,439	9,659,614	9,949,402	10,247,884	10,555,321	9,374,806
Fire Services	153,470	559,853	189,765	1,405,463	-	1,470,256	1,514,363	1,559,794	1,606,588	939,950
Corporate Administration	748,810	2,353,499	707,337	621,506	640,151	1,151,619	1,186,167	1,221,752	1,258,405	1,098,805
Outside Agencies	259,560	519,282	163,909	478,363	173,891	350,214	360,720	371,542	382,688	340,019
Total	**32,829,065**	**42,057,425**	**35,583,582**	**36,950,192**	**43,517,755**	**45,176,320**	**41,273,899**	**42,518,450**	**43,807,051**	**40,412,638**

3.2 Summary of Capital Funding Alternatives

The methods of capital cost recovery available to municipalities are provided as follows:

RECOVERY METHODS	SECTION REFERENCE
• Development Charges Act, 1997	3.2.1
• Municipal Act	3.2.2
○ Fees and Charges	
○ Connection Fees	
○ Local Improvements	
• Grant Funding Availability	3.2.3
• Debenture Financing	3.2.4
• Reserves/Reserve Funds	3.2.5

3.2.1 Development Charges Act, 1997

The Development Charges Act received royal assent on December 8, 1997. The Province's stated intentions were to "create new construction jobs and make home ownership more affordable" by reducing the charges and to "make municipal Council decisions more accountable and more cost effective." The basis for this Act is to allow municipalities to recover the growth-related capital cost of infrastructure necessary to accommodate new growth within the municipality. The Act provides for limitations and ceilings on services that can be included in the charges (e.g., historic level of service caps and ineligible services, such as general administration facilities).

The City currently does not utilize Development Charges as a funding source for growth related capital needs.

3.2.2 Municipal Act, 2001

Part XII of the Municipal Act, 2001 provides municipalities with broad powers to impose fees and charges via passage of a by-law. These powers, as presented in s.391(1), include imposing fees or charges:

- “for services or activities provided or done by or on behalf of it;
- for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- for the use of its property including property under its control.”

Restrictions are provided to ensure that the form of the charge is not akin to a poll tax. Any charges not paid under this authority may be added to the tax roll and collected in a like manner. The fees and charges imposed under this part are not appealable to the Ontario Land Tribunal (O.L.T.).

Under Local Improvement Regulations:

- A variety of different types of works can be undertaken, such as watermain, storm and sanitary sewer projects, supply of electrical light or power, bridge construction, sidewalks, road widening and paving.
- Council can pass a by-law for undertaking such work on petition of a majority of benefiting taxpayers, on a 2/3 vote of Council and on sanitary grounds, based on the recommendation of the Minister of Health. The by-law was required to go to the O.L.T., which might hold hearings and alter the by-law, particularly if there were objections.
- The entire cost of a work can be assessed only upon the lots abutting directly on the work, according to the extent of their respective frontages, using an equal special rate per metre of frontage.
- The Local Improvement Act was repealed as of April 1, 2003; and O.Reg. 119/03, made under the Municipal Act, 2001, was enacted on April 19, 2003 which restored many of the previous Local Improvement Act provisions.

The fiscal impact analysis does not assume any additional capital charges or local improvement charges being imposed over the forecast period.

3.2.3 Grants and Other Funding Sources

Anticipated funding from the following sources throughout the forecast period have been considered in the LTFP:

- Gas Tax;
- Ontario Community Infrastructure Fund (OCIF);
- Connecting Links; and

- Grants.

These funding sources have been included at forecast amounts included in the City's capital budget forecast to 2027 and maintained at that level thereafter.

3.2.4 Debenture Financing

Although it is not a direct method of minimizing the overall cost to the taxpayer, debentures are used by municipalities to assist with cash flow for implementing large capital projects.

The Ministry of Municipal Affairs and Housing regulates the level of debt incurred by Ontario municipalities, through its powers established under the Municipal Act. Ontario Regulations 403/02 provides the current rules respecting municipal debt and financial obligations. Through the rules established under these regulations, a municipality's debt capacity is capped at a level where no more than 25% of the municipality's own purpose revenue may be allotted for servicing the debt (i.e., debt charges). Hence, proper management of capital spending and the level of debt issued annually must be monitored and evaluated over the longer-term period. Presently, the Town's annual outstanding debt payments account for 4.1% of own source revenues.

The City has established a debt policy framework setting the upper limit for annual principal and interest payments to 5% of own sourced revenues. This internal debt policy relates to tax-supported services and water/wastewater rate supported services. No additional debt funding has been considered within the forecast period other than what the City already has committed to. The impacts of these commitments on the City and legislated borrowing limits is discussed further in Section 3.3.

3.2.5 Reserves and Reserve Funds

Reserves and reserve funds can be established by municipalities to set aside funds to meet a future funding requirement. These funds can be established by Council on a discretionary basis, by by-law of the municipality, and/or through legislation. Council has the discretion to set up a reserve or reserve fund for any purpose for which they have the authority to spend money. The distinction between reserves and reserve funds is as follows:

- Reserves are established by Council at their own discretion to be available to meet future needs. The "future needs" does not have to be specific projects/assets and a reserve can serve multiple purposes. These reserves do not have to be segregated from the general revenues of a municipality and reserves do not accumulate interest earned on annual balances (unless deemed by policy).
- Reserve funds can either be obligatory or discretionary. Obligatory reserve funds are created whenever a statute requires that funds received be segregated from the general revenues of the municipality (e.g., Building Code Act Reserve Funds, etc.). Discretionary reserve funds are established at the discretion of Council but normally established by by-law, with funds earmarked for a specific purpose. In both cases, the funds accumulate (accrue) interest earned on balances which is used to reduce the amount of future funding.

For capital and operating funding purposes the City's reserves have been segregated between general capital reserves, program specific capital reserves (e.g., Transit Equipment) and obligatory reserve funds. This categorization was developed through discussion with staff to maintain dedicated reserves as a funding source for specific needs where deemed appropriate while consolidating other general capital reserves to provide flexible funding source for future needs. While not a funding source for capital needs, the categorization and intended use of operating reserves utilized by the City were also reviewed as part of the LTFP. Detail of the individual reserves within each category is provided in Table 3-2.

Table 3-2
LTFP Reserves and Reserve Funds

Reserve Group	Reserve Name
Capital Reserves	
General Capital Reserve	Asset Management
	Facilities Maintenance
	Bondar Park Equipment
	Skateboard Park
	Library Expansion
	Leighs Bay Rail
	Railway
	Concrete Crushing
	Asbestos Abatement
	Parks & Recreation
	Hub Trail
	PROPERTY PURCHASE
Corporate Administration Equipment Reserves	Computer Software
GFL Memorial Gardens	GFL Memorial Gardens Capital
Engineering Equipment	Engineering Equipment
PWT Equipment	PWT Equipment
Waste Disposal Site	Waste Disposal Site
Transit Equipment	Transit Equipment
Fire Capital Equipment	Fire Capital Equipment
Police Capital	Police Capital
Cemetery	CEMETERY
Operating Reserves	
Stabilization/Contingency	Tax Stabilization
	Contingency
	Special Council Community Fund
	OMERS Premium Reduction
	Self Insurance- LT Disability
	Designated Heritage Property Grant
	Winter Control
	Fire Special Training
	Barrier Removal
	Best for Kids Committee-Social Services
	Best For Kids Program-CSD
Election	Election
Community Development Fund	Community Development Fund

Reserve Group	Reserve Name
Green Committee	Green Committee
Police Contingency	Police Contingency
Event Development Fund	Event Development Fund
Future SSM	Future SSM
Building Permit	Building Permit

Target reserve/reserve fund balances have been established based on internal policies/targets the City has previously defined and the required contributions to meet lifecycle needs of City owned capital assets. These targets were developed based on review of the City's long-term capital lifecycle costs, the City's asset management plan, and policies established by other municipalities in Ontario. The rational for each reserve/reserve fund's target is also presented in Table 3-3.

Table 3-3
LTFP Reserves and Reserve Funds Targets

Reserve Name	Target Description
General Capital Reserve	2% of total asset inventory value (excluding below)
Computer Software	Average 10-year capital expenditures/ lifecycle costs
GFL Memorial Gardens	Annual budgeted contributions of $20,000 from ticket sales
Engineering Equipment	Average 10-year capital expenditures/ lifecycle costs
PWT Equipment	Average 10-year capital expenditures/ lifecycle costs
Waste Disposal Site	Average 10-year capital expenditures (from B&I Report)
Transit Equipment	Average 10-year capital expenditures/ lifecycle costs
Fire Capital Equipment	Average 10-year capital expenditures/ lifecycle costs
Police Capital	Current target of $750,000
Cemetery	Average 10-year capital expenditures/ lifecycle costs

3.3 Capital Funding Plan, 2024-2032

Table 3-4 summarizes the capital funding plan for Scenarios 1 and 2. The following approach to the capital funding plan has been used:

- As discussed in Section 3.2.5, the financial plan intends to achieve a sustainable reserve/reserve fund positions by the end of the forecast period. As such, transfers to reserves have been designed such that capital reserves/reserve fund

balances remain in a surplus balance position throughout the forecast period while being able to fully fund the capital needs that are not funded through other external funding sources.

- Other funding sources have been forecast at levels included within the City's 2024-2027 capital forecast and maintained at 2027 levels for the 2028 to 2032 period.
    - Gas tax funding has been forecast at $4.9 million per year
    - Funding of $8.8-$12.6 million in OCIF funding, Connecting Links and grants has been assumed between 2024 and 2027. For the 2028 to 2032 period, $8.8 million in funding has been included.

For both Scenario 1 and 2 the capital funding plan provides for the following:

- Average annual capital expenditures of $40.4 million over the forecast period;
- Gas tax funding of $4.9 million on average over the forecast period (12% of overall funding for capital);
- Other funding (i.e., OCIF, Connecting Links and grants) of $9.8 million on average over the forecast period (24% of total capital funding sources);
- No additional debt funding other than what is already committed by the City; and
- Average annual funding from reserves and reserve funds of $25.8 million (64% of overall funding for capital). To reach the reserve fund targets, annual contributions to reserves average $30.1 million (i.e., $4.3 million greater than average annual expenditures). Capital reserves are forecast to increase from $12.9 million to $65.4 million by the end of the forecast period.

A summary of the capital funding plan is presented in Table 3-4 and a summary of the current and forecast (2032) reserve fund balances are presented in Table 3-5.

As mentioned, debt payments consist entirely of the current outstanding debt with no additional debentures being modeled. The current debt consists of funding for the Northern Community Centre Twin-Pad Arena (NCC), the Biosolids Plant as it relates to Landfill, the West End Phase 2 Sewage Treatment Plant (West End STP) and internally financed debt payments. In the calculation of principal and interest payments that are included in the City's debt repayment limit only external debt is considered (i.e., the NCC, West End STP and Biosolids Plant). Internally financed debt costs average $1.5 million annually while the external debt accounts for $10.8 million annually.

A summary of the forecast debt repayment limit levels (internal and provincial) is presented in Table 3-6 and 3-7 for Scenarios 1 and 2 respectively (including non tax-supported debt), including:

- Forecast own source revenues (forecast tax and non-tax revenues are discussed further in Chapter 4) ;
- Current and committed debt payments;
- Calculation of internal and legislated annual debt financing limits;
- Forecast utilization of annual debt repayment limits; and
- Remaining loan capacity (i.e., additional debt capacity that could be taken on within internal and legislated borrowing limits)[1]

Under both Scenarios 1 and 2, the City would exceed their internal borrowing limit by as much as 8%[2] between 2025 and 2026 after which additional debt funding capacity would be created as own-source revenues increase with growth in the net levy and water/wastewater rate revenue. While moving towards the legislated borrowing limit is not recommended from a credit rating standpoint, the City would remain well below the legislated limit throughout the forecast period.

[1] Assumes future debt at 5% annual interest and 25-year amortization term
[2] Forecast debt payments in 2025 would exceed the City's internal borrowing limit by 8% under Scenario 2

Table 3-4
Capital Funding Plan Summary

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Capital Expenditures										
Annual Capital Expenditure	**32,829,065**	**42,057,425**	**35,583,582**	**36,950,192**	**43,517,755**	**45,176,320**	**41,273,899**	**42,518,450**	**43,807,051**	**363,713,740**
Capital Financing										
Reserve Funding	16,824,973	25,836,823	18,079,705	23,278,161	29,845,724	31,504,290	27,601,869	28,846,420	30,135,021	**231,952,987**
Gas Tax	4,856,092	4,856,092	4,856,092	4,856,092	4,856,092	4,856,092	4,856,092	4,856,092	4,856,092	**43,704,828**
Other Funding (OCIF, Connecting Links, Grants, etc.)	11,148,000	11,364,510	12,647,785	8,815,938	8,815,938	8,815,938	8,815,938	8,815,938	8,815,938	**88,055,925**
Total Capital Financing	**32,829,065**	**42,057,425**	**35,583,582**	**36,950,192**	**43,517,755**	**45,176,320**	**41,273,899**	**42,518,450**	**43,807,051**	**363,713,740**

Table 3-5
Reserve/Reserve Fund Balances

Reserve Name	2024 Opening Balance	2032 Closing Balance
General Capital Reserve	7,773,407	51,500,000
Computer Software	207,353	300,000
GFL Memorial Gardens	40,016	-
Engineering Equipment	509,966	210,000
PWT Equipment	(1,052,222)	3,000,000
Waste Disposal Site	4,355,561	5,400,000
Transit Equipment	-	2,500,000
Fire Capital Equipment	-	1,560,000
Police Capital	621,547	621,547
Cemetery	464,478	285,030
Total Capital Reserves	**12,920,108**	**65,376,577**

Table 3-6
Debt Repayment Limit Summary
Scenario 1 – Base Growth

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032
Own Source Revenues									
Non-Tax Revenues	14,120,311	13,393,779	13,292,196	13,176,485	13,127,965	13,092,408	13,209,421	13,153,831	13,085,756
Tax Revenues	142,882,486	149,905,508	157,015,228	165,147,327	174,403,702	184,147,597	194,403,709	205,197,952	216,239,327
Water & Wastewater Revenues	40,000,000	41,410,425	42,869,198	44,599,613	46,394,701	48,256,769	50,188,202	52,191,470	54,185,045
Total Own Source Revenues	**197,002,797**	**204,709,711**	**213,176,622**	**222,923,425**	**233,926,368**	**245,496,775**	**257,801,333**	**270,543,253**	**283,510,128**
Annual Debt Payments									
Current Debt Payments	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551
New Debt Payments									
West End Plant Phase 2	-	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638
New LTFP Debt	-	-	-	-	-	-	-	-	-
Total Debt Payments	**8,138,551**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**
Internal Debt Repayment Limit	9,850,140	10,235,486	10,658,831	11,146,171	11,696,318	12,274,839	12,890,067	13,527,163	14,175,506
Legislated Debt Repayment Limit	49,250,699	51,177,428	53,294,155	55,730,856	58,481,592	61,374,194	64,450,333	67,635,813	70,877,532
Internal Debt Repayment Limit (% Utlized)	**83%**	**108%**	**104%**	**99%**	**95%**	**90%**	**86%**	**82%**	**78%**
Legislated Debt Repayment Limit (% Utlized)	**17%**	**22%**	**21%**	**20%**	**19%**	**18%**	**17%**	**16%**	**16%**
Loan Capacity (Internal Repayment Limit)	**24,123,043**	**(11,891,108)**	**(5,924,500)**	**944,045**	**8,697,789**	**16,851,422**	**25,522,410**	**34,501,606**	**43,639,327**
Loan Capacity (Legislated Repayment Limit)	**579,432,343**	**565,142,356**	**594,975,398**	**629,318,125**	**668,086,843**	**708,855,009**	**752,209,949**	**797,105,927**	**842,794,531**

Table 3-7
Debt Repayment Limit Summary
Scenario 2 – Low Growth

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032
Own Source Revenues									
Non-Tax Revenues	14,120,311	13,393,763	13,292,164	13,176,436	13,046,339	12,901,211	12,904,303	12,730,311	12,539,221
Tax Revenues	142,882,486	150,158,423	157,801,299	165,829,474	174,262,217	183,119,757	192,423,328	202,195,216	212,458,815
Water & Wastewater Revenues	40,000,000	41,200,000	42,436,000	43,709,080	45,020,352	46,370,963	47,762,092	49,194,955	50,670,803
Total Own Source Revenues	**197,002,797**	**204,752,186**	**213,529,463**	**222,714,990**	**232,328,909**	**242,391,932**	**253,089,722**	**264,120,481**	**275,668,839**
Annual Debt Payments									
Current Debt Payments	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551	8,138,551
New Debt Payments									
West End Plant Phase 2	-	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638	2,940,638
New LTFP Debt	-	-	-	-	-	-	-	-	-
Total Debt Payments	**8,138,551**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**	**11,079,189**
Internal Debt Repayment Limit	9,850,140	10,237,609	10,676,473	11,135,750	11,616,445	12,119,597	12,654,486	13,206,024	13,783,442
Legislated Debt Repayment Limit	49,250,699	51,188,047	53,382,366	55,678,748	58,082,227	60,597,983	63,272,431	66,030,120	68,917,210
Internal Debt Repayment Limit (% Utlized)	**83%**	**108%**	**104%**	**99%**	**95%**	**91%**	**88%**	**84%**	**80%**
Legislated Debt Repayment Limit (% Utlized)	**17%**	**22%**	**21%**	**20%**	**19%**	**18%**	**18%**	**17%**	**16%**
Loan Capacity (Internal Repayment Limit)	**24,123,043**	**(11,861,176)**	**(5,675,854)**	**797,162**	**7,572,063**	**14,663,448**	**22,202,151**	**29,975,497**	**38,113,592**
Loan Capacity (Legislated Repayment Limit)	**579,432,343**	**565,292,016**	**596,218,630**	**628,583,707**	**662,458,215**	**697,915,138**	**735,608,655**	**774,475,382**	**815,165,861**

Chapter 4
Net Operating Expenditures and Property Tax Impacts

4. Net Operating Expenditures and Property Tax Impacts

4.1 Forecast Operating Expenditures and Revenues

Operating expenditures have been assessed on two different bases: (1) operating costs related to the incremental capital assets identified in the previous chapter, and (2) service/program operating costs required to service the incremental population and employment-related demands. The former identifies the specific operating costs anticipated to be incurred as additional capital assets (i.e., roads, facilities, etc.) are constructed or assumed, based on current maintenance cost of assets (e.g., $/facility square foot, $/lane km of road, etc.). The latter identifies service/program expenditures which are linked to population and employment growth at anticipated service levels.

Operating revenues are assessed for property tax and non-property tax sources. Incremental weighted property assessment, anticipated as a result of residential and non-residential building activity over the forecast period, gives rise to additional property tax revenues. Non-property tax revenues, such as user fees, permits, licenses, etc., are generally anticipated to grow in concert with population and employment growth to offset some of the incremental program costs.

In undertaking the analysis of operating expenditures and revenues discussed above, operating expenditures and revenues such as transfers to/from reserves and debt repayment have been excluded as these are addressed separately in the analysis.

It is noted, that for the purposes of the net operating expenditure forecast, operating expenditures and revenues have been forecast assuming the following inflationary rates for the various cost centers found in the City's budget:

- Salaries and Benefits – 3.5% to align with the City's cost of living increases;
- Utilities and Fuel – 5% to align with historical increases observed by the City; and
- Materials and Supplies, Maintenance and Repairs, Purchased and Contracted Services, Internal Grants, and Other expenditures as well as non-tax revenue sources – 2% to align with historical increases observed by the City.

4.1.1 Forecast Operating Expenditures and Revenues

Table 4-1 presents the forecast incremental expenditures and revenues for each budget department on a per unit basis (i.e., per capita, per employee, per lane km of roadway, per sq.m. of facility space, per number of parks, and per number of transit vehicles). The costs presented represent the incremental costs the City would incur as each unit measure increases. The budgeted costs per unit have first been adjusted based on anticipated economies of scale and changes in service levels over the forecast period ("Growth-related share of budgeted costs/revenues" column). Based on this assessment, forecast incremental annual service/program operating expenditures total approximately $786 per capita and $745 per employee while forecast incremental annual non-tax revenues total $137 per capita and $130 per employee.

These per capita and employee costs have been applied to growth over the forecast period in addition to operating expenditures contained within the City's 2024 operating budget.

Table 4-1
Growth-Related Operating Expenditures and Revenues Summary

Budget Department	Growth Related Share of Budgeted Costs/Revenues	Per Capita		Per Employee		Per Lane km of Roads	Per sq.m. of Facility Space	Per Park	Per Transit Vehicle
		%	$	%	$	$	$	$	$
Operating Expenditures									
MAYOR & COUNCIL-F	5%	69%	0.33	31%	0.33				
CHIEF ADMIN OFFI-F	5%	69%	0.21	31%	0.21				
CORPORATE SERVICES-F	25%	69%	18.20	31%	18.20				
LEGAL DEPARTMENT-F	25%	69%	17.57	31%	17.57				
FIRE SERVICES-F	25%	69%	38.86	31%	38.86				
PUBLIC WORKS & ENG-F	98%	69%	28.66	31%	28.66	18,394	2.36	57,416	
CD & ES-F	94%	79%	60.40	21%	19.63		7.84		756,387
LEVY BOARDS-F	95%	69%	222.41	31%	222.41				
OUTSIDE AGENCIES-F	95%	69%	391.51	31%	391.51				
CORPORATE - FINA-F	35%	69%	7.73	31%	7.73				
Subtotal - Operating Expenditures	**81%**	**71%**	**785.87**	**29%**	**745.10**	**18,394**	**10.21**	**57,416**	**756,387**
Operating Revenues									
MAYOR & COUNCIL-F	5%	69%	-	31%	-				
CHIEF ADMIN OFFI-F	5%	69%	-	31%	-				
CORPORATE SERVICES-F	25%	69%	(0.94)	31%	(0.94)				
LEGAL DEPARTMENT-F	25%	69%	(3.63)	31%	(3.63)				
FIRE SERVICES-F	25%	69%	(2.16)	31%	(2.16)				
PUBLIC WORKS & ENG-F	92%	69%	(4.25)	31%	(4.25)	(228)			
CD & ES-F	94%	79%	(15.23)	21%	(7.86)		(4.15)		(222,127)
LEVY BOARDS-F	95%	69%	-	31%	-				
OUTSIDE AGENCIES-F	95%	69%	(30.99)	31%	(30.99)				
CORPORATE - FINA-F	25%	69%	(80.50)	31%	(80.50)				
Subtotal - Operating Revenues	**49%**	**71%**	**(137.69)**	**29%**	**(130.33)**	**(228)**	**(4.15)**	**-**	**(222,127)**

Total annual operating expenditures and non-tax revenues forecasts for Scenarios 1 and 2 are provided in Tables 4-2 and 4-3, respectively. The impacts of these forecasts are discussed further in Section 4.2.1.

Table 4-2
Summary of Operating Expenditures and Non-Tax Revenues – Scenario 1

Budget Department	2024	2025	2026	2027	2028	2029	2030	2031	2032
Operating Expenditures									
MAYOR & COUNCIL-F	700,673	723,907	747,911	772,711	798,539	825,296	852,950	881,529	911,066
CHIEF ADMIN OFFI-F	435,850	450,860	466,388	482,450	499,194	516,560	534,530	553,125	572,366
CORPORATE SERVICES-F	7,712,061	7,947,326	8,189,864	8,439,903	8,708,874	8,990,020	9,280,292	9,579,990	9,889,422
LEGAL DEPARTMENT-F	7,441,850	7,656,352	7,877,299	8,104,892	8,350,074	8,606,304	8,870,635	9,143,328	9,424,656
FIRE SERVICES-F	16,461,244	17,042,075	17,643,382	18,265,885	18,934,676	19,635,569	20,362,258	21,115,687	21,896,836
PUBLIC WORKS & ENG-F	39,741,021	42,133,832	44,248,313	46,028,987	48,023,558	50,189,360	52,373,940	54,305,989	56,288,472
CD & ES-F	31,039,289	32,069,804	33,134,732	34,235,227	35,409,884	36,628,705	37,889,482	39,193,661	40,542,734
LEVY BOARDS-F	24,794,407	25,389,917	25,999,329	26,622,962	27,392,973	28,224,372	29,078,071	29,954,628	30,854,616
OUTSIDE AGENCIES-F	43,646,058	45,156,833	46,719,183	48,334,849	50,247,454	52,308,238	54,448,045	56,669,780	58,976,452
CORPORATE - FINA-F	2,923,077	2,984,999	3,048,229	3,112,794	3,183,302	3,256,818	3,332,002	3,408,890	3,487,520
CAPITAL LEVY & D-F	-	-	-	-	-	-	-	-	-
Subtotal - Operating Expenditures	**174,895,530**	**181,555,904**	**188,074,629**	**194,400,661**	**201,548,527**	**209,181,243**	**217,022,204**	**224,806,607**	**232,844,140**
Operating Revenues									
MAYOR & COUNCIL-F	-	-	-	-	-	-	-	-	-
CHIEF ADMIN OFFI-F	-	-	-	-	-	-	-	-	-
CORPORATE SERVICES-F	(396,309)	(404,654)	(413,175)	(421,874)	(431,311)	(441,130)	(451,169)	(461,433)	(471,927)
LEGAL DEPARTMENT-F	(1,536,577)	(1,568,933)	(1,601,969)	(1,635,699)	(1,672,287)	(1,710,357)	(1,749,281)	(1,789,077)	(1,829,766)
FIRE SERVICES-F	(915,988)	(935,276)	(954,970)	(975,077)	(996,888)	(1,019,582)	(1,042,785)	(1,066,509)	(1,090,764)
PUBLIC WORKS & ENG-F	(4,017,323)	(3,451,263)	(3,524,822)	(3,599,572)	(3,678,463)	(3,760,431)	(4,008,185)	(4,097,179)	(4,188,178)
CD & ES-F	(11,786,303)	(12,027,428)	(12,273,484)	(12,524,571)	(12,789,814)	(13,062,115)	(13,340,191)	(13,624,166)	(13,914,163)
LEVY BOARDS-F	-	-	-	-	-	-	-	-	-
OUTSIDE AGENCIES-F	(3,454,573)	(3,537,545)	(3,622,453)	(3,709,343)	(3,816,628)	(3,932,466)	(4,051,410)	(4,173,540)	(4,298,934)
CORPORATE - FINA-F	(34,103,094)	(34,821,215)	(35,554,419)	(36,303,023)	(37,115,066)	(37,959,997)	(38,823,879)	(39,707,132)	(40,610,186)
CAPITAL LEVY & D-F	-	-	-	-	-	-	-	-	-
Subtotal - Operating Revenues	**(56,210,167)**	**(56,746,315)**	**(57,945,292)**	**(59,169,158)**	**(60,500,457)**	**(61,886,077)**	**(63,466,900)**	**(64,919,036)**	**(66,403,919)**
Net Operating Expenditures	**118,685,363**	**124,809,590**	**130,129,337**	**135,231,502**	**141,048,070**	**147,295,166**	**153,555,304**	**159,887,571**	**166,440,221**

Table 4-3
Summary of Operating Expenditures and Non-Tax Revenues – Scenario 2

Budget Department	2024	2025	2026	2027	2028	2029	2030	2031	2032
Operating Expenditures									
MAYOR & COUNCIL-F	700,673	723,907	747,911	772,711	798,333	824,805	852,154	880,411	909,604
CHIEF ADMIN OFFI-F	435,850	450,860	466,388	482,450	499,065	516,252	534,031	552,423	571,448
CORPORATE SERVICES-F	7,712,061	7,947,326	8,189,864	8,439,903	8,697,678	8,963,431	9,237,413	9,519,881	9,811,102
LEGAL DEPARTMENT-F	7,441,850	7,656,352	7,877,299	8,104,892	8,339,338	8,580,850	8,829,648	9,085,959	9,350,017
FIRE SERVICES-F	16,461,244	17,042,075	17,643,382	18,265,885	18,910,332	19,577,495	20,268,174	20,983,198	21,723,423
PUBLIC WORKS & ENG-F	39,741,021	42,133,832	44,248,313	46,028,987	48,005,624	50,100,917	52,210,159	54,061,773	55,958,443
CD & ES-F	31,039,289	32,069,804	33,134,732	34,235,227	35,372,483	36,547,732	37,762,248	39,017,350	40,314,399
LEVY BOARDS-F	24,794,407	25,389,917	25,999,329	26,622,962	27,261,140	27,914,197	28,582,471	29,266,310	29,966,070
OUTSIDE AGENCIES-F	43,646,058	45,156,833	46,719,183	48,334,849	50,005,631	51,733,389	53,520,045	55,367,584	57,278,059
CORPORATE - FINA-F	2,923,077	2,984,999	3,048,229	3,112,794	3,178,723	3,246,043	3,314,785	3,384,978	3,456,653
CAPITAL LEVY & D-F	-	-	-	-	-	-	-	-	-
Subtotal - Operating Expenditures	**174,895,530**	**181,555,905**	**188,074,630**	**194,400,660**	**201,068,347**	**208,005,111**	**215,111,128**	**222,119,867**	**229,339,218**
Operating Revenues									
MAYOR & COUNCIL-F									
CHIEF ADMIN OFFI-F									
CORPORATE SERVICES-F	(396,309)	(404,654)	(413,175)	(421,874)	(430,756)	(439,825)	(449,084)	(458,538)	(468,190)
LEGAL DEPARTMENT-F	(1,536,577)	(1,568,933)	(1,601,969)	(1,635,699)	(1,670,137)	(1,705,298)	(1,741,198)	(1,777,852)	(1,815,275)
FIRE SERVICES-F	(915,988)	(935,276)	(954,970)	(975,077)	(995,606)	(1,016,567)	(1,037,967)	(1,059,817)	(1,082,126)
PUBLIC WORKS & ENG-F	(4,017,323)	(3,451,263)	(3,524,822)	(3,599,572)	(3,675,942)	(3,753,972)	(3,997,631)	(4,082,369)	(4,168,946)
CD & ES-F	(11,786,303)	(12,027,428)	(12,273,484)	(12,524,571)	(12,780,793)	(13,042,253)	(13,309,059)	(13,581,321)	(13,859,149)
LEVY BOARDS-F									
OUTSIDE AGENCIES-F	(3,454,573)	(3,537,545)	(3,622,453)	(3,709,343)	(3,798,260)	(3,889,249)	(3,982,359)	(4,077,638)	(4,175,134)
CORPORATE - FINA-F	(34,103,094)	(34,821,215)	(35,554,419)	(36,303,023)	(37,067,349)	(37,847,727)	(38,644,493)	(39,457,991)	(40,288,571)
CAPITAL LEVY & D-F									
Subtotal - Operating Revenues	**(56,210,167)**	**(56,746,314)**	**(57,945,292)**	**(59,169,159)**	**(60,418,843)**	**(61,694,891)**	**(63,161,791)**	**(64,495,526)**	**(65,857,391)**
Net Operating Expenditures	**118,685,363**	**124,809,591**	**130,129,338**	**135,231,501**	**140,649,504**	**146,310,220**	**151,949,337**	**157,624,341**	**163,481,827**

4.2 Fiscal Impacts

The following subsections summarize the fiscal impacts over the forecast period in terms of the net levy requirement (i.e., net operating expenditures and capital-related operating requirements), property tax rates, and debt capacity utilization levels. The information summarized in the following sections is summarized in Table 4-4 and provided in detail in Table 4-5 for Scenario 1 and Table 4-6 for Scenario 2.

It should be noted that the fiscal impacts presented herein are contingent on the timing and cost assumptions available and understood at the time of preparing the report. As noted in Chapter 1, the report has been prepared through the development of a LTFP model, which has been constructed to allow City staff to create alternative scenarios, update assumptions and measure impacts. While the LTFP reflects the City's current strategic plans, development plans, and cost assumptions, there are specific assumptions that could impact the report findings. These include:

- The amount, type and pace of development. As identified in Chapter 2, the anticipated development within the City's 2018 Population, Housing and Employment Projections and current assessment samples, produce a 1.1% annual growth rate in weighted assessment. A reduction in assessment growth would produce less revenue to fund the forecast net levy at current/forecast tax rates.
- The City has the ability to monitor the amount, type and pace of development and adjust capital spending accordingly. Particularly related to the emplacement of capital projects where debt financing is being utilized, financing for these projects will commit future revenues and therefore spending should be carefully correlated with development.
- Incremental net operating expenditures are forecast based on the resultant population and employment growth and emplacement of capital to facilitate increased service demands, careful monitoring of development and service level expectations will assist in predicting net operating costs.
- External capital funding sources (Gas Tax, OCIF, Connecting Links, and Grants) represent 26% of the future capital funding sources and approximately 10% of the forecast annual net levy requirement. Changes to these funding sources should be monitored so that adjustments in other funding sources (e.g., transfers

from reserves and debt utilization) can be made and impacts on the annual net levy and reserve/reserve fund sustainability can be assessed.

4.2.1 Net Operating Expenditures

Scenario 1

- Gross operating expenditures are forecast to increase by 3.4% annually over the forecast period, from $175.5 million in 2024 to $233.4 million in 2032.
- Non-Tax revenues are anticipated to increase by 2.1% annually over the forecast period, from $56.7 million in 2024 to $66.9 million by 2032.
- In aggregate, excluding capital-related operating expenditures, net operating expenditures are forecast to increase by 4.3% annually, adding $47.8 million to the net levy by 2032.

Scenario 2

- Gross operating expenditures are forecast to increase by 3.4% annually over the forecast period, from $175.5 million in 2024 to $229.9 million in 2032.
- Non-Tax revenues are anticipated to increase by 2.0% annually over the forecast period, from $56.7 million in 2024 to $66.4 million by 2032.
- In aggregate, excluding capital-related operating expenditures, net operating expenditures are forecast to increase by 4.1% annually, adding $44.7 million to the net levy by 2032.

4.2.2 Transfers to Reserves and Annual Debt Payments

In addition to changes in net operating expenditures, the increase in the net levy is impacted by changes to capital-related operating expenditures (i.e., annual transfers to and from reserves/reserve funds and changes to carrying costs of outstanding debt). Forecast capital-related operating expenditures for each scenario are summarized below:

Scenario 1

- In 2024, $19.4 million in transfers to capital reserves are anticipated in alignment with the City's operating budget and net levy. To achieve sustainability targets

identified in Chapter 3 and fund capital needs, by 2032 this amount is forecast to increase to $45.5 million

- External debt payments total $3.0 million in 2024 and continue to the end of the forecast period
- In addition to external debt, there are internal debt payments averaging $1.5 million throughout the forecast period.

Scenario 2

- In comparison to Scenario 1, transfers to reserves at 2032 would be 2% lower (i.e., $44.7 million) to achieve the same sustainability targets as additional funds would have been contributed during the 2025 to 2031 period in comparison to the financial plan in Scenario 1 (see Tables 4-4 and 4-5)
- Debt payments would be unchanged from Scenario 1.

4.2.3 Net Levy Increases, Weighted Assessment Increases, and Property Tax Impacts

This section summarizes the overall impact on the net levy requirements of the forecast net operating expenditures and capital-related operating expenditures summarized above and property tax implications when factoring in forecast weighted assessment growth identified in Chapter 2.

Table 4-4
Fiscal Impacts Summary

Description	2024	Base Growth		Low Growth	
		2032	Annual Average % Increase	2032	Annual Average % Increase
Net Operating Expenditures	$118.8 M	$166.5 M	4.3%	$163.6 M	4.1%
Transfers to Reserves & Long Term Debt Payments	$24.1 M	$49.7 M	9.5%	$48.9 M	9.2%
Net Levy	**$142.9 M**	**$216.2 M**	**5.3%**	**$212.5 M**	**5.1%**
Total Weighted Assessment	$8.7 B	$9.4 B	1.0%	$9 B	0.5%
Average Tax Rate	**1.64%**	**2.29%**	**4.2%**	**2.35%**	**4.6%**

Scenario 1

- Based on the foregoing analysis, the annual net levy requirement of $142.9 million in 2024 would increase to $216.2 million by the end of the forecast period (5.3% average annual increase).
- Chapter 2 identifies that based on the growth forecast and assessment assumptions, it is expected that the total weighted assessment across the municipality will increase from $8.7 billion in 2024 to $9.4 billion in 2032 (1.0% average annual increases).
- In terms of annual tax implications, this would result in average annual increases to residential property taxes of 4.2% (assuming no changes to property taxation ratios)[1]

Scenario 2

- By the end of the forecast period, the net levy requirement would be $212.5 million (5.1% average annual increases).
- As summarized in Chapter 2, it is expected that the total weighted assessment across the municipality will increase to $9.0 billion in 2032 (0.5% average annual increases).
- In terms of annual tax implications, this would result in average annual increases to residential property taxes of 4.6%.

[1] Actual tax rate changes will be considered with regard for the City's policies to review property tax ratios to achieve the desired balance of property taxation by property type.

Table 4-4
Scenario 1, Long Range Financial Plan Summary

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032
Expenditure Summary									
Operating Summary									
Operating Expenditures									
Operating Expenditures	174,895,530	181,555,995	188,074,815	194,400,947	201,548,596	209,181,307	217,022,263	224,806,660	232,844,187
Transfers to Operating Reserves									
BUILDING PERMIT *	489,205	489,224	489,242	489,261	489,303	489,352	489,402	489,451	489,500
Election	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000
Total Operating Expenditures	***175,469,735***	***182,130,219***	***188,649,057***	***194,975,208***	***202,122,899***	***209,755,659***	***217,596,665***	***225,381,111***	***233,418,687***
Annual % Increase		**3.80%**	**3.58%**	**3.35%**	**3.67%**	**3.78%**	**3.74%**	**3.58%**	**3.57%**
Non-Tax Revenues									
Operating Revenues	(56,210,167)	(56,746,330)	(57,945,324)	(59,169,207)	(60,500,469)	(61,886,087)	(63,466,910)	(64,919,045)	(66,403,927)
Transfer from Reserves									
HOSPITAL	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)
Election	-	-	-	-	-	-	-	-	-
BUILDING PERMIT *	(489,205)	(489,224)	(489,242)	(489,261)	(489,303)	(489,352)	(489,402)	(489,451)	(489,500)
Total Non-Tax Revenues	***(56,713,202)***	***(57,249,385)***	***(58,448,397)***	***(59,672,299)***	***(61,003,603)***	***(62,389,270)***	***(63,970,142)***	***(65,422,326)***	***(66,907,257)***
Annual % Increase		**0.95%**	**2.09%**	**2.09%**	**2.23%**	**2.27%**	**2.53%**	**2.27%**	**2.27%**
Net Operating Expenditures	***118,756,533***	***124,880,834***	***130,200,661***	***135,302,909***	***141,119,297***	***147,366,389***	***153,626,522***	***159,958,785***	***166,511,430***
Annual % Increase		***5.2%***	***4.3%***	***3.9%***	***4.3%***	***4.4%***	***4.2%***	***4.1%***	***4.1%***
Cumulative % Increase		***5.2%***	***9.6%***	***13.9%***	***18.8%***	***24.1%***	***29.4%***	***34.7%***	***40.2%***
Capital Summary									
Capital Related Operating Expenditures									
Transfers to Capital Reserves									
General Capital Reserves	12,710,285	12,922,852	14,833,498	17,919,750	21,398,928	24,890,515	29,203,820	33,660,266	38,206,724
Corporate Administration Equipment Reserv	-	279,556	279,556	279,556	279,556	279,556	279,556	279,556	279,556
GFL Memorial Gardens Reserve	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Engineering Equipment Reserves	40,000	41,125	41,125	41,125	41,125	41,125	41,125	41,125	41,125
Public Works Equipment Reserves	1,951,360	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040
Landfill Reserves	2,559,724	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726
Transit Equipment Reserves	1,170,000	341,428	341,428	341,428	341,428	341,428	341,428	341,428	341,428
Fire Equipment Reserves	283,425	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016
Police Reserves	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716
CEMETERY	540,000	150,673	150,673	150,673	150,673	150,673	150,673	150,673	150,673
Debt Payments:									
Current Debt Payments									
Twin Pad	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115
Biosolids Plant (1/3 Landfill)	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859
Internally Financed Debt (Recommended	1,666,686	1,803,149	1,677,623	1,616,304	1,572,048	1,572,048	1,249,348	1,249,348	1,185,919
New Debt Payments	-	-	-	-	-	-	-	-	-
Total Annual Capital Related Operating Ex	***24,125,954***	***25,024,674***	***26,814,568***	***29,844,418***	***33,284,405***	***36,781,208***	***40,777,187***	***45,239,167***	***49,727,897***
Annual % Increase		***3.7%***	***7.2%***	***11.3%***	***11.5%***	***10.5%***	***10.9%***	***10.9%***	***9.9%***
Cumulative % Increase		***3.7%***	***11.1%***	***23.7%***	***38.0%***	***52.5%***	***69.0%***	***87.5%***	***106.1%***
Total Levy Requirement	***142,882,486***	***149,905,508***	***157,015,228***	***165,147,327***	***174,403,702***	***184,147,597***	***194,403,709***	***205,197,952***	***216,239,327***
Annual Levy Increase		***4.9%***	***4.7%***	***5.2%***	***5.6%***	***5.6%***	***5.6%***	***5.6%***	***5.4%***
Cummulative Levy Increase		***4.9%***	***9.9%***	***15.6%***	***22.1%***	***28.9%***	***36.1%***	***43.6%***	***51.3%***

Table 4-5
Scenario 2, Long Range Financial Plan Summary

Description	2024	2025	2026	2027	2028	2029	2030	2031	2032
Expenditure Summary									
Operating Summary									
Operating Expenditures									
Operating Expenditures	174,895,530	181,555,904	188,074,629	194,400,661	201,068,348	208,005,111	215,111,128	222,119,867	229,339,219
Transfers to Operating Reserves									
BUILDING PERMIT *	489,205	489,224	489,242	489,261	489,280	489,299	489,317	489,336	489,355
Election	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000
Total Operating Expenditures	***175,469,735***	***182,130,128***	***188,648,872***	***194,974,922***	***201,642,627***	***208,579,410***	***215,685,446***	***222,694,203***	***229,913,574***
Annual % Increase		**3.80%**	**3.58%**	**3.35%**	**3.42%**	**3.44%**	**3.41%**	**3.25%**	**3.24%**
Non-Tax Revenues									
Operating Revenues	(56,210,167)	(56,746,315)	(57,945,292)	(59,169,158)	(60,418,843)	(61,694,890)	(63,161,792)	(64,495,525)	(65,857,391)
Transfer from Reserves									
HOSPITAL	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)	(13,831)
Election	-	-	-	-	-	-	-	-	-
BUILDING PERMIT *	(489,205)	(489,224)	(489,242)	(489,261)	(489,280)	(489,299)	(489,317)	(489,336)	(489,355)
Total Non-Tax Revenues	***(56,713,202)***	***(57,249,369)***	***(58,448,365)***	***(59,672,250)***	***(60,921,953)***	***(62,198,019)***	***(63,664,940)***	***(64,998,692)***	***(66,360,577)***
Annual % Increase		**0.95%**	**2.09%**	**2.09%**	**2.09%**	**2.09%**	**2.36%**	**2.09%**	**2.10%**
Net Operating Expenditures	***118,756,533***	***124,880,759***	***130,200,507***	***135,302,672***	***140,720,674***	***146,381,390***	***152,020,506***	***157,695,512***	***163,552,997***
Annual % Increase		***5.2%***	***4.3%***	***3.9%***	***4.0%***	***4.0%***	***3.9%***	***3.7%***	***3.7%***
Cumulative % Increase		***5.2%***	***9.6%***	***13.9%***	***18.5%***	***23.3%***	***28.0%***	***32.8%***	***37.7%***
Capital Summary									
Capital Related Operating Expenditures									
Transfers to Capital Reserves									
General Capital Reserves	12,710,285	13,175,842	15,619,723	18,602,134	21,656,066	24,847,674	28,829,455	32,920,803	37,384,645
Corporate Administration Equipment Reserv	-	279,556	279,556	279,556	279,556	279,556	279,556	279,556	279,556
GFL Memorial Gardens Reserve	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Engineering Equipment Reserves	40,000	41,125	41,125	41,125	41,125	41,125	41,125	41,125	41,125
Public Works Equipment Reserves	1,951,360	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040	2,809,040
Landfill Reserves	2,559,724	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726	2,250,726
Transit Equipment Reserves	1,170,000	341,428	341,428	341,428	341,428	341,428	341,428	341,428	341,428
Fire Equipment Reserves	283,425	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016	1,217,016
Police Reserves	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716
CEMETERY	540,000	150,673	150,673	150,673	150,673	150,673	150,673	150,673	150,673
Debt Payments:									
Current Debt Payments									
Twin Pad	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115	1,327,115
Biosolids Plant (1/3 Landfill)	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859	1,702,859
Internally Financed Debt (Recommended	1,666,686	1,803,149	1,677,623	1,616,304	1,572,048	1,572,048	1,249,348	1,249,348	1,185,919
New Debt Payments	-	-	-	-	-	-	-	-	-
Total Annual Capital Related Operating Ex	***24,125,954***	***25,277,664***	***27,600,793***	***30,526,802***	***33,541,543***	***36,738,367***	***40,402,822***	***44,499,704***	***48,905,818***
Annual % Increase		***4.8%***	***9.2%***	***10.6%***	***9.9%***	***9.5%***	***10.0%***	***10.1%***	***9.9%***
Cumulative % Increase		***4.8%***	***14.4%***	***26.5%***	***39.0%***	***52.3%***	***67.5%***	***84.4%***	***102.7%***
Total Levy Requirement	***142,882,486***	***150,158,423***	***157,801,299***	***165,829,474***	***174,262,217***	***183,119,757***	***192,423,328***	***202,195,216***	***212,458,815***
Annual Levy Increase		***5.1%***	***5.1%***	***5.1%***	***5.1%***	***5.1%***	***5.1%***	***5.1%***	***5.1%***
Cummulative Levy Increase		***5.1%***	***10.4%***	***16.1%***	***22.0%***	***28.2%***	***34.7%***	***41.5%***	***48.7%***

Chapter 5
Observation and Conclusions

5. Observations and Conclusions

The analysis provided herein contains the City's 2024-2032 LTFP, which addresses the capital and operating needs of the community over time with development, as providing contributions to reserves for the sustainable funding of City asset management plan needs. The basis for the forecast capital needs of service arise from the City's 2024 capital budget and forecast, asset management plans, Solid Waste Management Business Improvement Plan, and specific adjustments provided by staff. Moreover, discussion with City staff identified additional items to be considered within the nine-year plan regarding additional anticipated capital needs, operating expenditures, and levels of service.

In this regard, the analysis considered two scenarios:

- **Scenario 1**, which aligned its development forecast with the City's 2018 Population, Housing and Employment Projections.
- **Scenario 2**, which utilized a lower level of growth to assess the impacts of not realizing the growth identified in Scenario 1.

The LTFP for each scenario was prepared within the objective of remaining below the City's internal debt limit of 5% of own sourced revenues and achieving sustainable capital reserve balances by 2032. While the capital funding plan does not include the issuance of any new long-term debt, current and committed debt repayments would exceed the City's internal borrowing limit in 2025 and 2026. As such, consideration should be given to increasing the City's borrowing limit on an interim or permanent basis.

Although Scenario 1 provides for higher overall net levy requirement, the higher rate of growth offsets the increase in the levy and results in lower average annual tax rate increases over the forecast period (i.e., 4.2% annual increases vs. 4.6% increases in Scenario 2).

Key performance indicators were also reviewed as part of the LTFP to assess the affordability of the residential funding implications in comparison to other municipalities[1]. In addition to the debt utilization metrics discussed herein, the annual net levy on a per

[1] Municipal comparisons have been premised on the data contained within the BMA 2023 Municipal Study.

capita basis and the average property tax as a percentage of average household income was also assessed.

The net levy per capita was assessed to give an indication of the relative costs of providing services in the City vs. other jurisdictions. The City's current net levy per capita is $1,963 and would rank in the mid-range of the municipalities included within the BMA report. Over the forecast period, the City's net levy per capital would increase to $2,777. This increase is driven by inflationary increases in annual costs and increased reserve funding for sustainable capital funding. The net levy per capital in other municipalities will be similarly impacted by inflationary factors, asset management requirements, desired service level changes, and pace of development.

Average property tax as a percentage of household income was assessed to compare the proportion of average income that property taxes represent, and how this relationship may change over time. Currently total property taxes represent approximately 4.0% of average household income.[1] Property taxes as a percentage of household income would increase to 4.2% by 2032 after applying average inflationary assessments within the LTFP to household income and forecast property tax rates summarized in Chapter 4). This City's current and forecast position would be identified in the 'high' range when compared to other municipalities in the BMA report as result of the mid-range cost of service (i.e., net levy per capita) and the relative lower incomes in the City.

[1] Based on a median assessed value of $211,000 per home and average household income of $96,500

Appendix A
Detailed Weighted Assessment Forecast

Table A-1
Weighted Assessment Forecast Scenario 1

TOTAL WEIGHTED ASSESSMENT													
Property Class		Tax Ratio	Assessment Increment 2023-2032	Total Annual Weighted Assessment ($)									
				2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Residential													
Residential	2023 Base			5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816	5,631,920,816
	Annual Growth		229,470,498		25,496,722	25,496,722	25,496,722	25,496,722	25,496,722	25,496,722	25,496,722	25,496,722	25,496,722
	Sub-total (Cumulative)			5,631,920,816	5,657,417,538	5,682,914,260	5,708,410,982	5,733,907,704	5,759,404,426	5,784,901,148	5,810,397,870	5,835,894,592	5,861,391,314
RT		***1.0000***		1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
RH	***Weighted***		***229,470,498***	***5,631,920,816***	***5,657,417,538***	***5,682,914,260***	***5,708,410,982***	***5,733,907,704***	***5,759,404,426***	***5,784,901,148***	***5,810,397,870***	***5,835,894,592***	***5,861,391,314***
Multi-Residential	2023 Base		0.0%	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784
	Annual Growth		-		-	-	-	-	-	-	-	-	-
	Sub-total (Cumulative)		-	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784	434,774,784
MT		***1.0820***		1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820
	Weighted		***-***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***	***470,426,316***
New Multi-Residential	2023 Base		100.0%	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000	17,434,000
	Annual Growth		50,198,684		5,577,632	5,577,632	5,577,632	5,577,632	5,577,632	5,577,632	5,577,632	5,577,632	5,577,632
	Sub-total (Cumulative)			17,434,000	23,011,632	28,589,263	34,166,895	39,744,526	45,322,158	50,899,789	56,477,421	62,055,053	67,632,684
NT		***1.0820***		1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820	1.0820
	Weighted		***54,314,976***	***18,863,588***	***24,898,585***	***30,933,583***	***36,968,580***	***43,003,577***	***49,038,575***	***55,073,572***	***61,108,570***	***67,143,567***	***73,178,564***
	Total Weighted Assessment		**283,785,475**	**6,121,210,720**	**6,152,742,440**	**6,184,274,159**	**6,215,805,879**	**6,247,337,598**	**6,278,869,317**	**6,310,401,037**	**6,341,932,756**	**6,373,464,476**	**6,404,996,195**
Commercial													
Commercial - Occupied, Full Shared & General Rate	2023 Base		81.0%	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592	701,253,592
	Annual Growth		17,199,625		1,911,069	1,911,069	1,911,069	1,911,069	1,911,069	1,911,069	1,911,069	1,911,069	1,911,069
CM	Sub-total (Cumulative)			701,253,592	703,164,661	705,075,731	706,986,800	708,897,870	710,808,939	712,720,008	714,631,078	716,542,147	718,453,217
CT		***1.9732***		1.9732	1.9732	1.9732	1.9732	1.9732	1.9732	1.9732	1.9732	1.9732	1.9732
CH	***Weighted***		***33,938,196***	***1,383,709,380***	***1,387,480,291***	***1,391,251,202***	***1,395,022,112***	***1,398,793,023***	***1,402,563,934***	***1,406,334,844***	***1,410,105,755***	***1,413,876,666***	***1,417,647,576***
Commerical - Shopping Centress	2023 Base		16.4%	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506	142,269,506
	Annual Growth		3,489,440		387,716	387,716	387,716	387,716	387,716	387,716	387,716	387,716	387,716
	Sub-total (Cumulative)			142,269,506	142,657,222	143,044,937	143,432,653	143,820,368	144,208,084	144,595,799	144,983,515	145,371,230	145,758,946
ST		***2.0947***		2.0947	2.0947	2.0947	2.0947	2.0947	2.0947	2.0947	2.0947	2.0947	2.0947
	Weighted		***7,309,242***	***298,008,377***	***298,820,515***	***299,632,653***	***300,444,791***	***301,256,929***	***302,069,067***	***302,881,205***	***303,693,343***	***304,505,481***	***305,317,619***
Commerical - Office Buildings	2023 Base		2.0%	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438	17,117,438
	Annual Growth		419,839		46,649	46,649	46,649	46,649	46,649	46,649	46,649	46,649	46,649
	Sub-total (Cumulative)			17,117,438	17,164,087	17,210,736	17,257,384	17,304,033	17,350,682	17,397,331	17,443,979	17,490,628	17,537,277
DT		***2.7431***		2.7431	2.7431	2.7431	2.7431	2.7431	2.7431	2.7431	2.7431	2.7431	2.7431
DH	***Weighted***		***1,151,652***	***46,954,502***	***47,082,463***	***47,210,424***	***47,338,386***	***47,466,347***	***47,594,308***	***47,722,270***	***47,850,231***	***47,978,192***	***48,106,153***
Commercial - Excess Land	2023 Base		0.6%	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360	4,760,360
	Annual Growth		116,757		12,973	12,973	12,973	12,973	12,973	12,973	12,973	12,973	12,973
	Sub-total (Cumulative)			4,760,360	4,773,333	4,786,306	4,799,279	4,812,252	4,825,225	4,838,198	4,851,171	4,864,144	4,877,117
CU		***1.3812***		1.3812	1.3812	1.3812	1.3812	1.3812	1.3812	1.3812	1.3812	1.3812	1.3812
	Weighted		***161,269***	***6,575,181***	***6,593,099***	***6,611,018***	***6,628,937***	***6,646,856***	***6,664,775***	***6,682,693***	***6,700,612***	***6,718,531***	***6,736,450***
Commercial - Vacant Land	2023 Base			20,156,800	20,156,800	20,156,800	20,156,800	20,156,800	20,156,800	20,156,800	20,156,800	20,156,800	20,156,800
	Annual Growth		(191,913)		(21,324)	(21,324)	(21,324)	(21,324)	(21,324)	(21,324)	(21,324)	(21,324)	(21,324)
	Sub-total (Cumulative)			20,156,800	20,135,476	20,114,153	20,092,829	20,071,505	20,050,181	20,028,858	20,007,534	19,986,210	19,964,887
CX		***1.4588***		1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588
	Weighted		***(279,971)***	***29,405,526***	***29,374,418***	***29,343,310***	***29,312,202***	***29,281,094***	***29,249,987***	***29,218,879***	***29,187,771***	***29,156,663***	***29,125,555***
	Total Weighted Assessment		**33,819,494**	**1,764,652,966**	**1,769,350,787**	**1,774,048,608**	**1,778,746,429**	**1,783,444,250**	**1,788,142,070**	**1,792,839,891**	**1,797,537,712**	**1,802,235,533**	**1,806,933,354**

Table A-2
Weighted Assessment Forecast Scenario 2

TOTAL WEIGHTED ASSESSMENT														
Property Class		Tax Ratio	Assessment Increment 2023-2032	Total Annual Weighted Assessment ($)										
				2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Industrial														
Industrial - Occupied & Full Shared	2023 Base		41.6%	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172	43,737,172
	Annual Growth		3,851,538		427,949	427,949	427,949	427,949	427,949	427,949	427,949	427,949	427,949
	Sub-total (Cumulative)			43,737,172	44,165,121	44,593,069	45,021,018	45,448,967	45,876,915	46,304,864	46,732,812	47,160,761	47,588,710
IT		***4.2438***		4.2438	4.2438	4.2438	4.2438	4.2438	4.2438	4.2438	4.2438	4.2438	4.2438
IH	***Weighted***		***16,345,291***	***185,613,341***	***187,429,485***	***189,245,628***	***191,061,772***	***192,877,915***	***194,694,058***	***196,510,202***	***198,326,345***	***200,142,489***	***201,958,632***
Industrial - Excess Land													
	2023 Base		1.0%	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900	1,015,900
	Annual Growth		63,477		7,053	7,053	7,053	7,053	7,053	7,053	7,053	7,053	7,053
	Sub-total (Cumulative)			1,015,900	1,022,953	1,030,006	1,037,059	1,044,112	1,051,165	1,058,218	1,065,271	1,072,324	1,079,377
IU		***2.7585***		2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585
	Weighted		***175,101***	***2,802,353***	***2,821,809***	***2,841,264***	***2,860,720***	***2,880,175***	***2,899,631***	***2,919,087***	***2,938,542***	***2,957,998***	***2,977,454***
Industrial - Large Industrial	2023 Base		57.2%	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200	60,165,200
	Annual Growth		5,298,206		588,690	588,690	588,690	588,690	588,690	588,690	588,690	588,690	588,690
	Sub-total (Cumulative)			60,165,200	60,753,890	61,342,579	61,931,269	62,519,958	63,108,648	63,697,337	64,286,027	64,874,716	65,463,406
LT		***7.5372***		7.5372	7.5372	7.5372	7.5372	7.5372	7.5372	7.5372	7.5372	7.5372	7.5372
	Weighted		***39,933,451***	***453,475,040***	***457,912,090***	***462,349,140***	***466,786,190***	***471,223,240***	***475,660,290***	***480,097,340***	***484,534,391***	***488,971,441***	***493,408,491***
Industrial - Large Industrial	2023 Base		0.2%	245,200	245,200	245,200	245,200	245,200	245,200	245,200	245,200	245,200	245,200
Excess Land	Annual Growth		21,593		2,399	2,399	2,399	2,399	2,399	2,399	2,399	2,399	2,399
	Sub-total (Cumulative)			245,200	247,599	249,998	252,398	254,797	257,196	259,595	261,994	264,393	266,793
LU		***4.8992***		4.8992	4.8992	4.8992	4.8992	4.8992	4.8992	4.8992	4.8992	4.8992	4.8992
	Weighted		***105,785***	***1,201,273***	***1,213,027***	***1,224,781***	***1,236,535***	***1,248,289***	***1,260,043***	***1,271,797***	***1,283,551***	***1,295,305***	***1,307,059***
Vacant Land & Taxable Vacant													
Land Shared PIL	2023 Base			6,125,100	6,125,100	6,125,100	6,125,100	6,125,100	6,125,100	6,125,100	6,125,100	6,125,100	6,125,100
	Annual Growth		(25,984)		(2,887)	(2,887)	(2,887)	(2,887)	(2,887)	(2,887)	(2,887)	(2,887)	(2,887)
	Sub-total (Cumulative)			6,125,100	6,122,213	6,119,326	6,116,439	6,113,551	6,110,664	6,107,777	6,104,890	6,102,003	6,099,116
IX		***2.7585***		2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585	2.7585
IJ	***Weighted***		***(71,677)***	***16,896,045***	***16,888,081***	***16,880,117***	***16,872,153***	***16,864,189***	***16,856,225***	***16,848,261***	***16,840,296***	***16,832,332***	***16,824,368***
	Total Weighted Assessment		**16,626,176**	**659,988,053**	**666,264,492**	**672,540,931**	**678,817,370**	**685,093,808**	**691,370,247**	**697,646,686**	**703,923,125**	**710,199,564**	**716,476,003**
Other													
Parking Lots	2023 Base			4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600
	Annual Growth		-		-	-	-	-	-	-	-	-	-
	Sub-total (Cumulative)			4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600	4,236,600
GT		***1.4588***		1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588	1.4588
	Weighted		***-***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***	***6,180,517***
Pipeline	2023 Base			26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000
	Annual Growth		-		-	-	-	-	-	-	-	-	-
	Sub-total (Cumulative)		-	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000	26,929,000
PT		***2.0939***		2.0939	2.0939	2.0939	2.0939	2.0939	2.0939	2.0939	2.0939	2.0939	2.0939
	Weighted		***-***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***	***56,386,902***
Farmlands & Managed Forests	2023 Base			4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000
	Annual Growth		-		-	-	-	-	-	-	-	-	-
	Sub-total (Cumulative)			4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000	4,367,000
FT		***0.2500***		0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500
TT	***Weighted***		***-***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***	***1,091,750***
	Total Weighted Assessment		**-**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**	**63,659,170**

The Corporation of the
City of Sault Ste. Marie

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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
	Peter Tonazzo, Director of Planning
DEPARTMENT:	Community Development and Enterprise Services
RE:	Parking Agreement – North Shore Tribal Council and Social Services

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Purpose

The purpose of this report is to seek Council approval to enter into a parking agreement with the North Shore Tribal Council (NSTC) and District of Sault Ste. Marie Housing Corporation (SSMHC).

Background

SSMHC recently completed construction of a new office building at 548 Albert St. East. The original plan was to tear down the existing office building, located on the same lot and turn this space into a parking lot. Since that time, an opportunity has arisen to sell the old office building to the North Shore Tribal Council who intend to operate the building as an office use providing health services. This necessitated a consent application to sever the new and old SSMHC office buildings into 2 separate lots, as well as a minor variance application to reduce the minimum required parking. The severance was configured in a manner that would result in no parking on the proposed lot that would be occupied by the old SSMHC office building, subject to agreements to share barrier free parking spaces between the two buildings. There are a total of 15 parking spaces on-site, 6 of which are barrier free.

As per current minimum parking requirements of Zoning By-law 2005-150:

- The former SSMHC office building requires a total of 77 spaces, 4 of which must be barrier free.
    - 74 off-site parking spaces are being requested, in addition to 3 barrier free parking spaces proposed to be shared with the new SSMHC office building.
- The new SSMHC office building requires a total of 117 spaces, 5 of which must be barrier-free.

- 82 spaces are supplied off-site + 12 spaces on-site (including 3 shared barrier free parking spaces) + 16 additional off-site spaces, for a total of 110 parking spaces.

On May 15, 2024 the Committee of Adjustment heard the applications. The minor variance application only applied to the former/old SSMHC office building, seeking the following parking reductions:

1. Reduce the barrier-free parking spaces to 0 for the former SSMHC office building and allow the existing 6 barrier free spaces to be shared between both buildings. Planning staff was supportive of this particular request, which essentially results in reducing the combined minimum barrier free parking requirement for both buildings from 9 to 6 spaces.
2. Reduce the minimum parking requirement to 0 for the former SSMHC office building. Planning staff comments were not supportive of a reduction to 0 spaces but proposed a 40% parking reduction which would result in the former SSMHC office building requiring 45 spaces, as opposed to 77 spaces. As per Section 5.3.5A of Zoning By-law 2005-150, required parking spaces for uses located in the Downtown may be provided off-site, so long as they are among other things, located within 300m of the lot upon which the benefiting use is located and subject to a lease of at least 10 years. The recommended 40% reduction is consistent with what will be proposed to Council in August as part a rezoning application to implement parking reforms.

The Committee of Adjustment was not supportive of the minor variance to reduce the parking to 0 or Planning Staff's recommendation to reduce the required parking by 40%, and the minor variance application was deferred.

The severance application was approved, conditional upon the applicant securing the required parking for a minimum term of 20 years.

As a result of Committee of Adjustment decisions, Social Services contacted City staff to explore the possibility of purchasing a total of 90 parking passes - 74 for the former SSMHC office building and 16 for the new SSMHC office building, in order to satisfy parking requirements in accordance with the Committee of Adjustment's conditions of severance approval.

Analysis

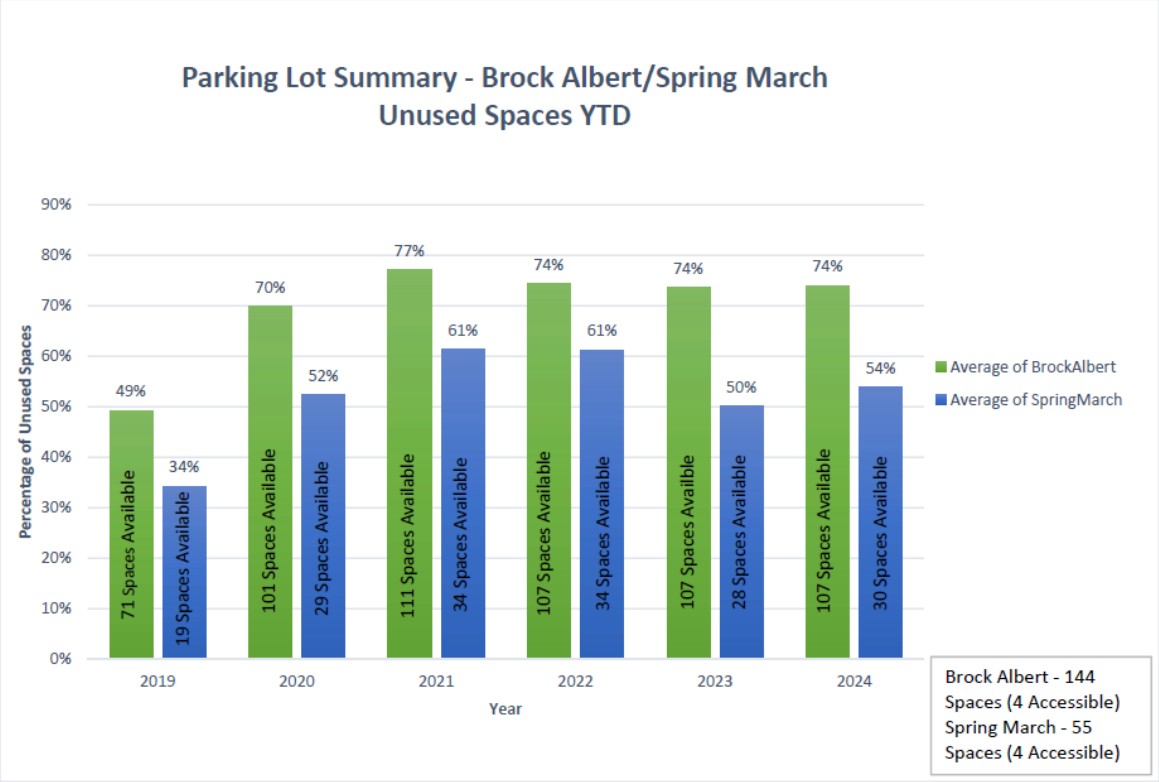
The closest lots with available parking within walking distance are the Spring/March lot (120-190m) and the Brock/Albert lot (95-160m). The Spring/March lot has 55 parking spaces which includes 4 accessible spots and the Brock/Albert lot has 144 parking spaces which includes 4 accessible spots.

The City has recently conducted a Parking Study of the downtown core through CIMA+ (Appendix A), in which the Brock/Albert has an average occupancy rate of 39%, this is an average of 54 vehicles parked in that parking lot, during business hours. This leaves, on average 85 spots open per hour for public usage, not including the accessibility spots. For the Spring/March lot, it had an average

occupancy of 54%, this is an average of 30 vehicles parked in the lot. This leaves on average 15 spots open per hour for public usage.

In addition, the City's contract parking enforcement agents track usage of City owned lots on a bi-hourly basis, Monday to Friday from 9am to 3pm. YTD statistics show an average of 26.05% occupancy for the Brock/Albert lot, which totals 37 spots occupied during regular business hours and ***46.04% occupancy*** for the Spring/March lot which totals ***25*** spots used on average. This leaves, on average ***137*** total spaces available (107 Brock/Albert and ***30*** available for Spring/March lot). There is sufficient parking to accommodate surrounding businesses. Please note, there is also on street parking (on this street) in this area.

It should be noted that NSTC and SSMHC are closed on the weekends and evenings and will not impact parking requirements for major Downtown events or requirements for SOO MRKT who have a busy day on Saturdays.



There are also approximately 1,680 public parking spaces total within a 11-minute walk of this location.

NSTC and the SSMHC have requested up to 90 spaces total (74 and 16 respectively). On average there are 148 available spaces in both proposed lots. The applicant has indicated that operationally they don't feel they will require all 90 spots however this amount is requested to get as close as possible to zoning requirements. In order to reduce the impact on one lot, and strengthen utilization for each, the following is being recommended:

- Distribute 17 parking spaces to the Spring/March lot.

(25 average spaces used +17 = 42; 42/55 = 76% utilization).

- Distribute 73 parking spaces to the Brock/Albert lot.
  (36 average spaces used +73 = 109; 109/144 = 76% utilization).

Even with the additional 90 spaces added between the two lots, the Parking utilization rates of 76% fall well below the 85% threshold that CIMA recommends for a metric of parking usage as a best practice (see Appendix A page 4).

If a permit holder under this agreement cannot find a parking spot in Spring/March or Brock/Albert, they can go to the Bell lot for overflow which has ample capacity.

Maintaining the former SSMHC building represents a critical re-use of an existing building, which will continue to pay taxes and increase the overall assessment of the downtown, bring new activity, including economic spin off with the various staff that will now work downtown. Finally, the proposed office use will provide much needed services to the downtown, however it is recognized that uses come and go, and the recommended agreement could survive beyond the existing use. Staff's opinion would remain the same if the use was not a social service.

Over the past 12 months, as part of Planning Division's 'Grow the Sault' initiative, staff have been working on parking reforms. It is anticipated that a rezoning application will be brought to Council's August meeting, to recommend a number of amendments to Zoning By-law 2005-150. A major part of this project will be to recommend general reductions to required parking, especially in the downtown and strategic growth areas. The overall goals are to increase development densities, unlock development potential in unused parking areas and facilitate complete communities with various transportation options.

If Council were to approve SSMHC's request for parking spaces, a minor variance application would still be required to accommodate minor parking reductions, including:

- Reducing the total number of required barrier free parking spaces for both buildings from 9 to 6 and permitting them to be shared by both buildings.
- Reducing the total required parking for the new SSMHC building from 117 to 110 spaces. Alternatively, it is also possible that parking reforms may be implemented which would have the effect of reducing the total number of parking spaces required, which may negate the need to reduce the overall spaces required.

The parking agreement has been structured in a manner that allows either party to reduce the total number of spaces leased. If for example, minimum parking requirements are reduced as part of future parking reforms, so long as zoning by-law requirements are met, and subject to operational requirements of the leaseholder, the number of parking spaces leased could be reduced.

City staff will continue to monitor utilization rates of public parking lots. If utilization rates begin approaching 85%, staff will report back to Council with potential interventions, such as increasing the overall capacity where needed. Furthermore,

as a general policy, which may be formalized as part of any forthcoming parking reforms, staff will continue to entertain parking leases on public lots, so long as the leases do not result in a utilization rate that is greater than 85%.

Staff from Parking, Finance and Planning are recommending as proposed.

Financial Implications
The Parking Agreement will see an increase in parking revenue of approximately $48,600 ($540 per year*90 subject to user fee increase annually) if all 90 spaces are utilized. In addition, there will be an increase in property tax revenue generated from having both buildings being maintained in the area.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- Quality of Life – Vibrant Downtown Areas – The recommendation will result in the adaptive re-use of an existing building, which will bring additional activity to the downtown area.

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

The relevant By-law 2024-96 is listed under Agenda 12 and will be read with all by-laws under that item.

Respectfully submitted,

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The Corporation of the City of Sault Ste. Marie

SSM Downtown Parking Study Final Report

Review of Off-Street Parking Requirements and On-Street/Public Parking Lots in the Downtown

B001600

June 12, 2024

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1. Introduction

CIMA+ was retained by the Corporation of the City of Sault Ste. Marie ("the City") to undertake a Review of Off-Street Parking Requirements and On-Street/Public Parking Lots in the Downtown. The main objective of this study is to review and consider the potential update to off-street parking policies and procedures currently in place for the study area. The study area is bounded by Wellington Street East to the north, St. Mary's River to the south, Church Street to the east, and Huron Street to the west, as shown in **Figure 1**.

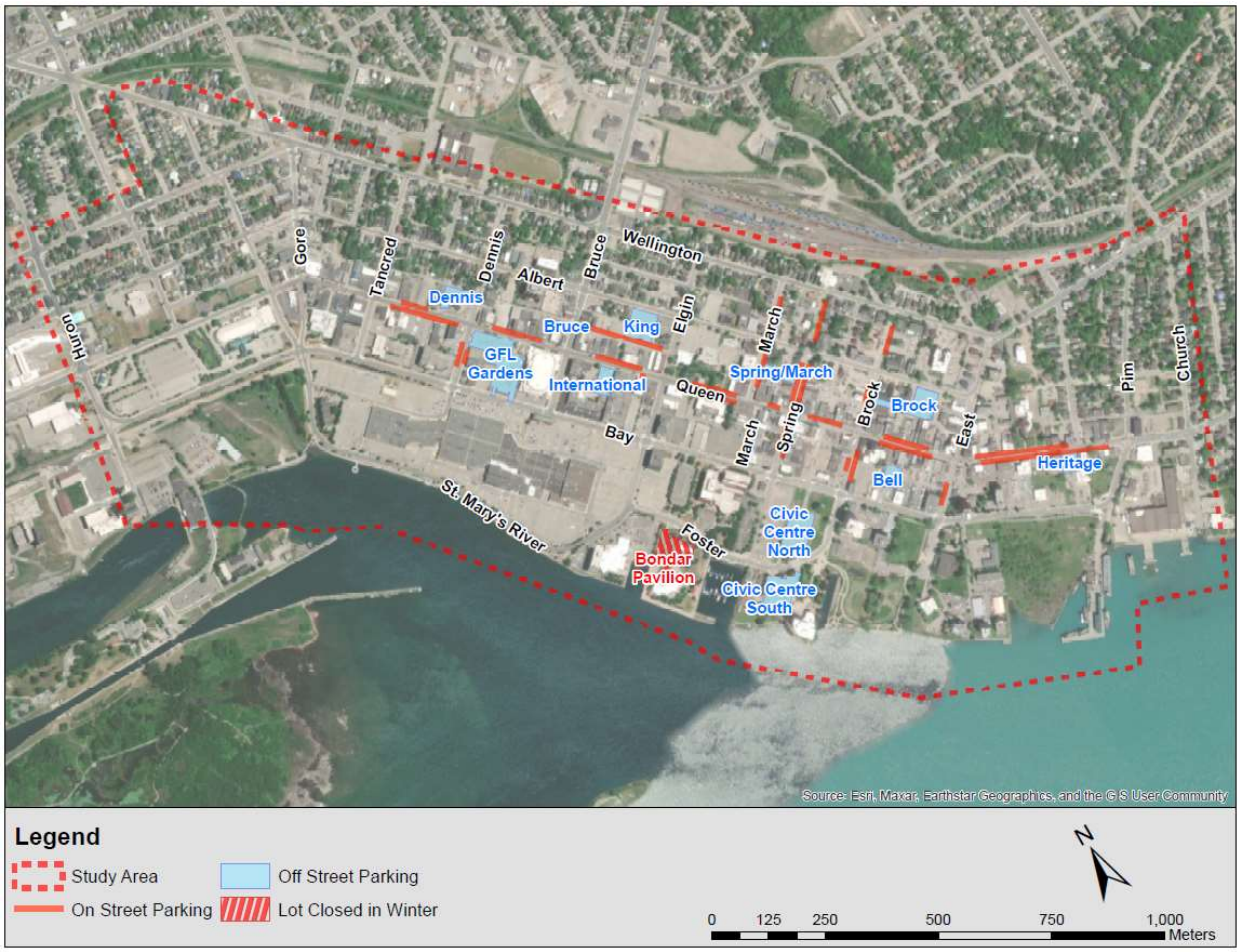


Figure 1: Study Area

The Parking Study is composed of the following subsections:

1. Analysis of Existing Parking Operations – Existing Parking Supply and Demand are evaluated to assess the current parking requirements within the study area.
2. Municipal Scan – A compilation and comparison of experiences, methodologies, and current practices regarding off-street parking policies at municipal level for various cities in North America.
3. Public Parking Cost Assessment – Discussion regarding overall costs associated with providing public parking and appropriate fees to charge for public parking.

4. Recommendations – Based on the analysis and findings, provide a set of recommendations for updating existing parking by-law requirements, potential implementation of commercial parking programs, and parking management strategies.

Public Consultation was held On November 1st and 2nd, 2023. Appendix A provides a summary report of the public consultation events.

2. Analysis of Existing Parking Operations

2.1. Existing Public Parking Supply

The study area covers Downtown Sault Ste. Marie, which includes 11 off-street parking lots and on-street parking along Queen Street, Dennis Street, King Street, March Street, Brock Street, East Street, and Spring Street. **Figure 2** provides an overview of the parking supply available within the study area. The off-street parking lots within the study area contain 1,097 parking spaces across 11 lots, with highest parking supply provided at GFL Memorial Gardens (230). There are 254 on-street parking spaces provided, which are mainly unmarked. The total public parking supply in the downtown area is 1,351.

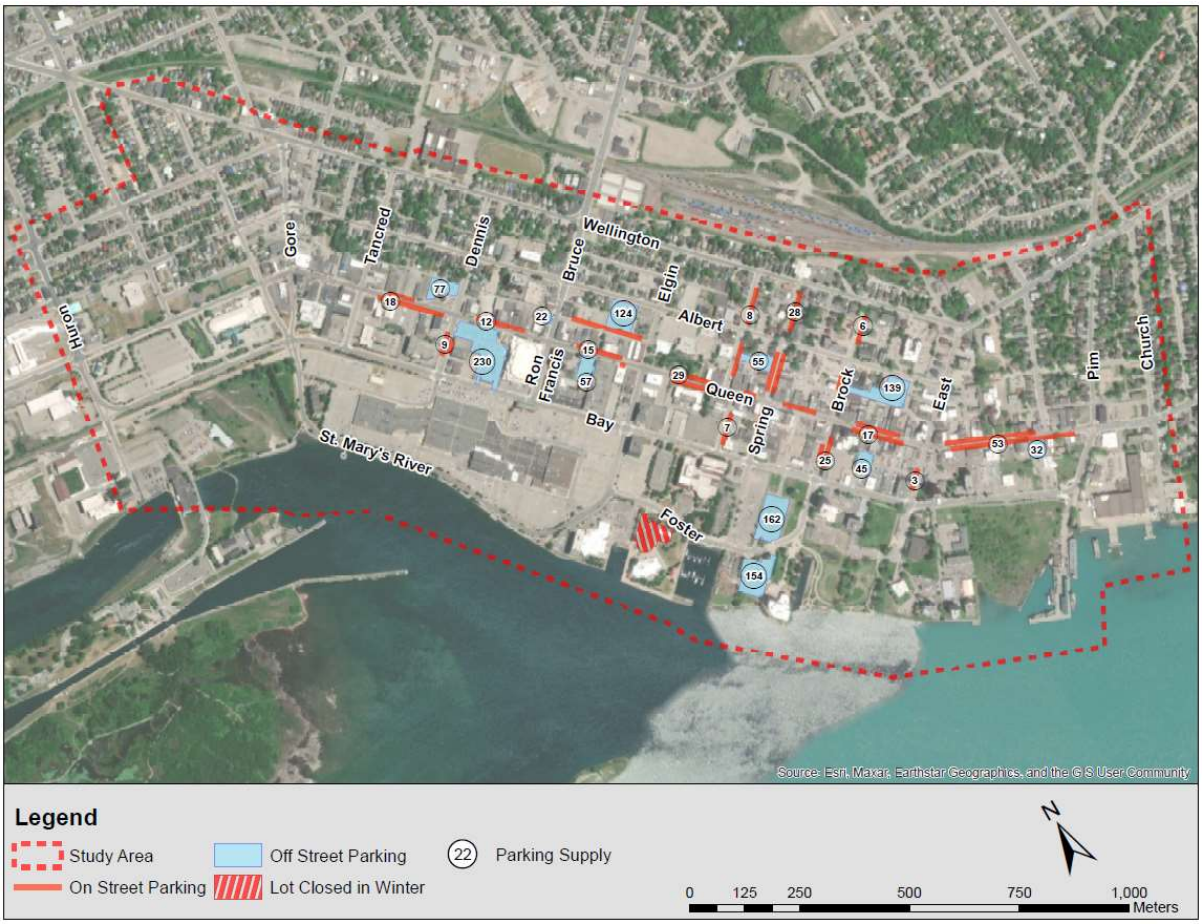


Figure 2: On- and Off-Street Parking Capacity

The following should be noted:

- Bondar Pavilion Parking Lot was not operational during the winter and was not included as part of the parking utilization survey conducted. However, the parking lot was considered as part of the total parking supply as it is available for the remainder of the year.

- Any other parking areas that may be available for use by the general public, outside of the ones listed in **Figure 2**, were not considered as part of the parking utilization survey and supply.

2.2. Parking Utilization Survey Results

The parking utilization surveys for the on and off-street parking areas were conducted on a weekday between January 30th and February 15th, 2023. The parking utilization was monitored for the public parking areas shown in **Figure 2**. The parking surveys were conducted between 9 AM to 4 PM, on a 30-minute interval[1].

Each of the parking areas was surveyed twice during this period. Due to the winter weather conditions, the parking survey was conducted using a video camera mounted on a vehicle. The surveys were conducted on days when there was minimal impact of adverse weather conditions (high snowfall events, extreme cold conditions, etc.). Since the parking survey was conducted during the winter, there were parts of the parking lots that had snow piles which restricted the access to a few parking spots. For the purposes of this analysis, these parking spots were included as part of the total supply as those spots would be available for majority of the year.

Out of the two days of collected data at each location, the day with the highest parking volume was used for this analysis. The collected data was then summarized for the following parking utilization statistics:

- Average and maximum parking accumulation (average and maximum number of parked vehicles);
- Average and maximum parking occupancy (ratio of the average and maximum number of parked vehicles to parking capacity, expressed as a percentage);
- Average duration (average length of time vehicles were parked); and
- Average space turnover (average number of times a parking space was used by a different vehicle within a given period of time).

To provide an adequate level of service it is important that the parking supply include a greater number of available spaces than the actual demand to allow for the dynamics of vehicles moving in and out of the parking spaces and to reduce the time needed to search for the last few available spaces. Typically, an 85% utilization threshold is considered adequate[2], which means that the effective capacity level is considered sufficient if the expected parking demand is

[1] Note that the parking occupancy does not exactly follow the traffic peak hours. For example, if AM peak hour is between 7:30 to 8:30 our approach assumes that traffic volumes generated during that peak hour will be parked at 9:00. Similarly, during afternoon peak - 4:30 to 5:30, the final survey at 4:00 will catch those vehicles departing at peak hour.

[2] Parking occupancies of 85-90% are usually considered the highest acceptable target, since someone looking for a space will not find an empty one easily. A parking rate of 85% considered an industry best practice and this value is cited often.

85% or below the available capacity. When the demand exceeds this effective capacity level, there may be delays and frustration in finding a parking space.

Rather than using the actual number of spaces or capacity, an effective parking supply should be used for analysis to ensure the adequacy of the parking system. The following levels of utilization were defined for this study and are in line with industry best practices, as well as the values cited:

- High Utilization: >85%;
- Moderate Utilization (75%-85%); and
- Low Utilization (<75%).

The results of the parking survey for the on-street and off-street parking areas, including average accumulation & occupancy, maximum accumulation & occupancy, average parking duration, and average space turnover are summarized in the following tables and figure:

- **Table 1**: Off-Street Parking Utilization Summary
- **Table 2**: On-Street Parking Utilization Summary
- **Figure 6**: Average Parking Occupancy
- **Figure 7**: Maximum Parking Occupancy

A summary of the observed utilization is provided below:

- The survey was done during the Winter season.
- All of the off-street parking lots had an average occupancy of less than 70%, with an average parking duration ranging between 1.5 to 6 hours.
    - At International, GFL Gardens, Civic North, and Bell parking lots, the average parking duration exceeded 5 hours.
    - Spring/March, Civic South/North, Heritage, and King parking lots had the highest average occupancy, ranging between 50-70%. The rest of the parking lots had average occupancy of less than 40%.
- The maximum occupancy for all off-street parking lots was less than 80%, except for Spring/March (84%) and Heritage (88%) parking lot.
- All of the on-street parking areas had an average occupancy less than 55% with average parking duration being less than 2 hours, which is within the parking time limit of 2 hours within the study area for on-street parking during weekday.
- The maximum occupancy for all on-street parking areas was less than 80%, except for Queen Street between Spring & March (83%) and Queen Street between Elgin & Bruce (80%).
- The average space turnover does not exceed 5 for all parking lots and areas. As expected, the space turnover for on-street parking areas was generally higher than off-street parking lots, as indicated by the shorter parking duration.

Overall, based on the parking utilization survey, the parking supply within the study area is deemed adequate as the utilization rates for almost all on- and off-street parking areas is well below the 85% threshold of high utilization.

Table 1: Off-Street Parking Lots – Utilization Summary

Parking Lot	Parking Capacity	Average Accumulation (veh per hour)	Maximum Accumulation (veh per hour)	Average Occupancy (%)	Maximum Occupancy (%)	Average Parking Duration (hours)	Space Turnover (Average)
Spring/March	55	30	46	54%	84%	2.5	3
International	57	9	10	16%	18%	5.7	1
GFL Gardens	230	63	93	27%	40%	5.7	1
Dennis	77	13	24	17%	31%	2.9	1
Bruce	22	6	14	27%	64%	1.6	2
Civic South	154	80	96	52%	62%	4.6	1
Civic North	162	88	98	55%	62%	5.9	1
Bell	45	10	10	21%	22%	5.8	1
Heritage	32	21	28	67%	88%	2.8	3
Brock	139	54	82	39%	59%	2.7	2
King	124	71	82	57%	66%	3.0	2

Table 2: On-Street Parking Areas – Utilization Summary

Parking Area	Parking Capacity	Average Accumulation (veh per hour)	Maximum Accumulation (veh per hour)	Average Occupancy (%)	Maximum Occupancy (%)	Average Parking Duration (hours)	Space Turnover (Average)
Queen St from Pim to East	53	9	19	17%	36%	1.0	2
Queen St from East to Brock	17	6	12	37%	71%	1.6	4
Queen St from Brock to Spring	8	4	6	51%	75%	0.9	4
Queen St from Spring to March	6	3	5	44%	83%	0.8	4
Queen St from March to Elgin	29	10	15	35%	52%	1.8	3
Queen St from Elgin to Bruce	15	7	14	41%	80%	0.7	4
Queen St from Bruce to Dennis	12	5	6	42%	50%	0.8	4
Queen St from Dennis to Tancred	18	1	4	5%	22%	1.2	1
Dennis	9	0	0	0%	0%	0.0	0
King	10	1	4	5%	40%	0.8	1
March	8	1	2	7%	25%	1.0	1
Brock South of Queen	25	6	11	23%	44%	1.6	1
East	3	0	1	4%	33%	1.0	1
Brock North of Albert	6	0	0	0%	0%	0.0	0
March Lane	7	1	3	14%	43%	0.9	1
Spring	28	3	7	11%	25%	1.1	1

2.3. Parking Utilization Comparison

An independent review of a few jurisdictions' parking utilization was conducted to contextualize the parking utilization observed in the City. It should be noted that due to scarcity of the parking utilization data available, this analysis does not have the same exhaustive list of municipalities as Section 3. **Table 3** summarizes the downtown parking utilization rates for the following municipalities: Lindsay, Fenelon Falls, Bobcaygeon, Hamilton, Orangeville, Oshawa, Sudbury, and North Bay.

Table 3: Average Parking Utilization Comparison

Municipalities	Average Utilization
Sault Ste. Marie	***37%***
Lindsay[3]	78%
Fenelon Falls[3]	50%
Bobcaygeon[3]	66%
Hamilton[4]	80%
Orangeville[5]	53%
Oshawa[6]	61%
Sudbury[7]	49%
North Bay[8]	Not Enough Available Data

As noticeable, the Sault Ste. Marie has lower observed utilization rate than the other municipalities. It should be noted that the parking utilization data was collected during the winter season, whereas for the other municipalities, the data was collected during the summer. Additionally, the City provided historical parking utilization data from 2014 to 2024, which is shown in **Figure 3 – Figure 3c** below, compared to the parking utilization data collected for this study. Overall, the collected parking utilization data (yellow bars) is in-line with the historical utilization rate for all of the parking lots for which the historical data was available. Therefore, the surveyed parking utilization is deemed valid, as it is in-line with historical information.

[3] City of Kawartha Lakes Downtown Parking Strategy, IBI Group
[4] City of Hamilton Parking Master Plan, IBI Group, April 2021
[5] Town of Orangeville Downtown Parking Study, Paradigm Transportation Solutions, March 2017
[6] City of Oshawa Parking Study, IBI Group, January 2021
[7] City of Sudbury Parking Study, IBI Group, November 2018
[8] City of North Bay, Not Enough Available Data to Calculate, 2023

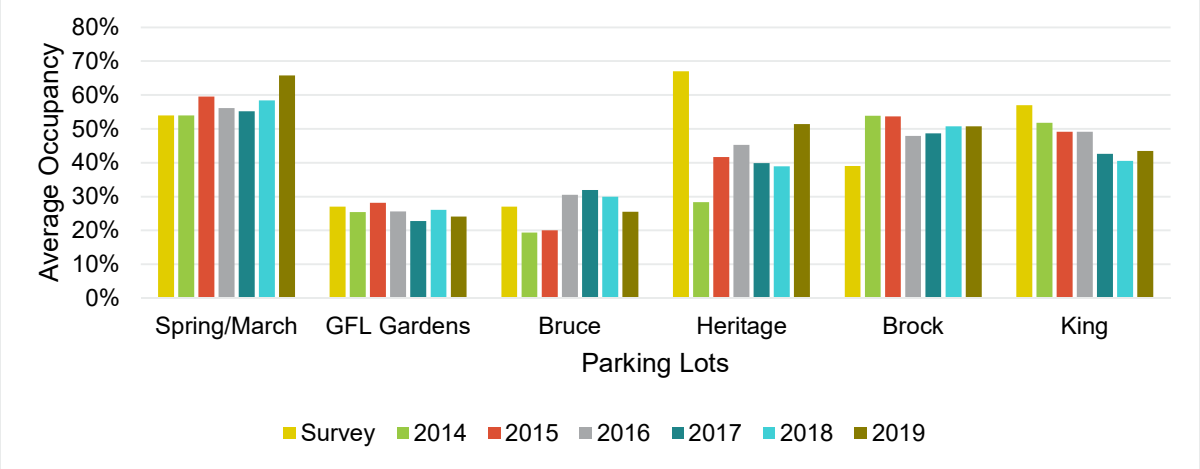


Figure 3: Historical Parking Utilization Rate Comparison

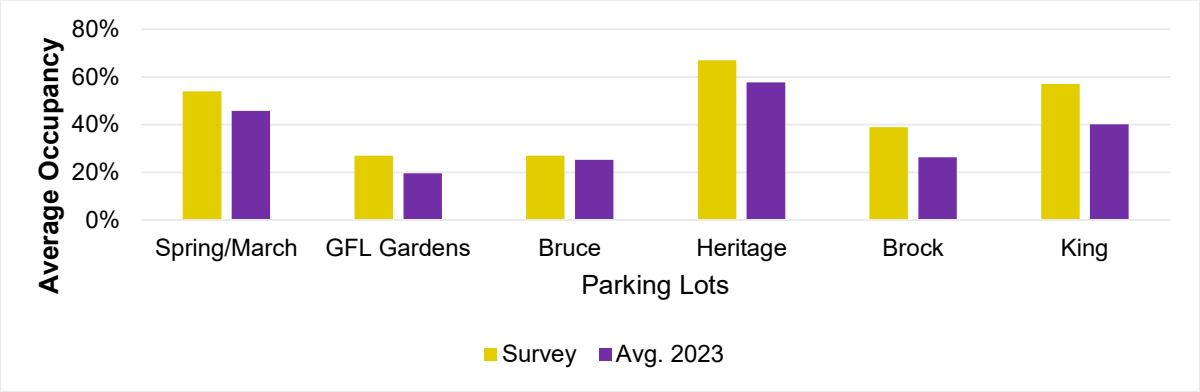


Figure 4b: Parking Utilization Rate Comparison 2023

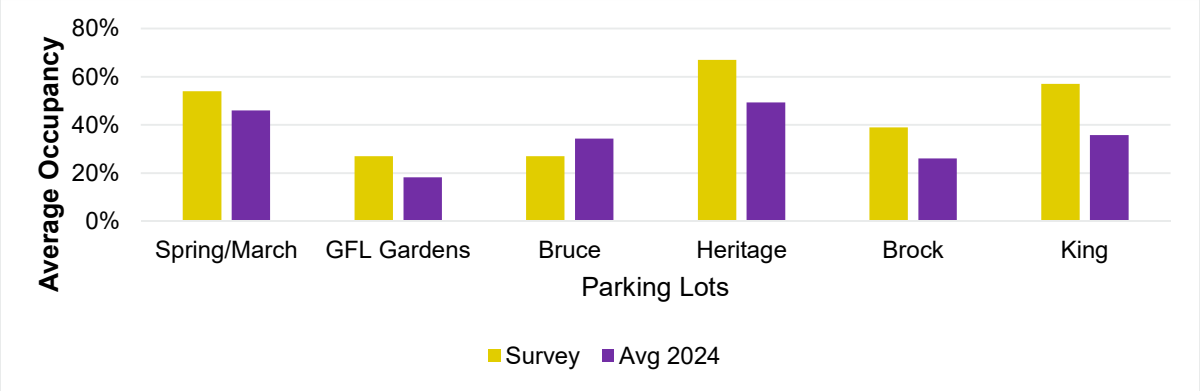


Figure 5c: Parking Utilization Rate Comparison through May 2024

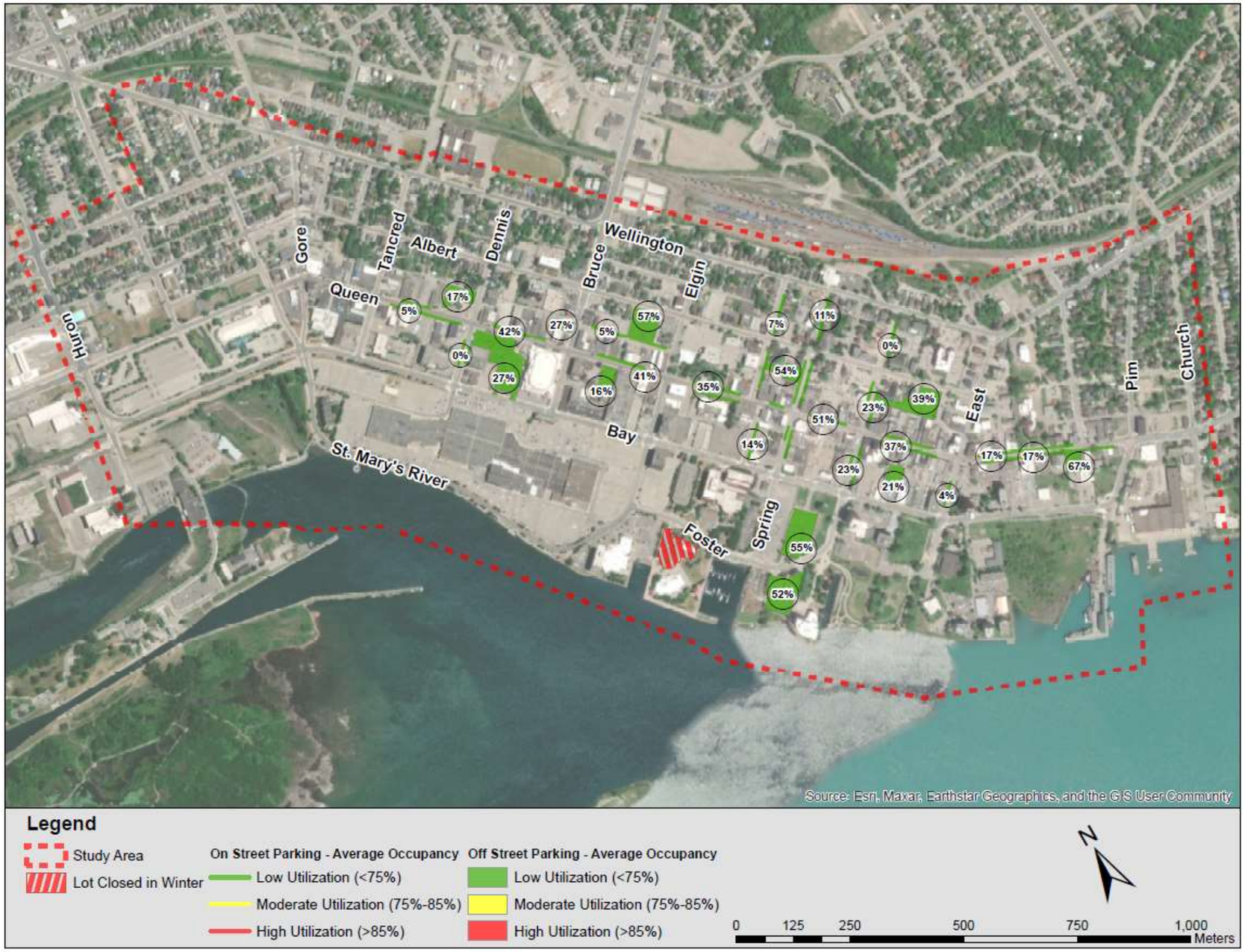


Figure 6: Average Parking Occupancy (%)

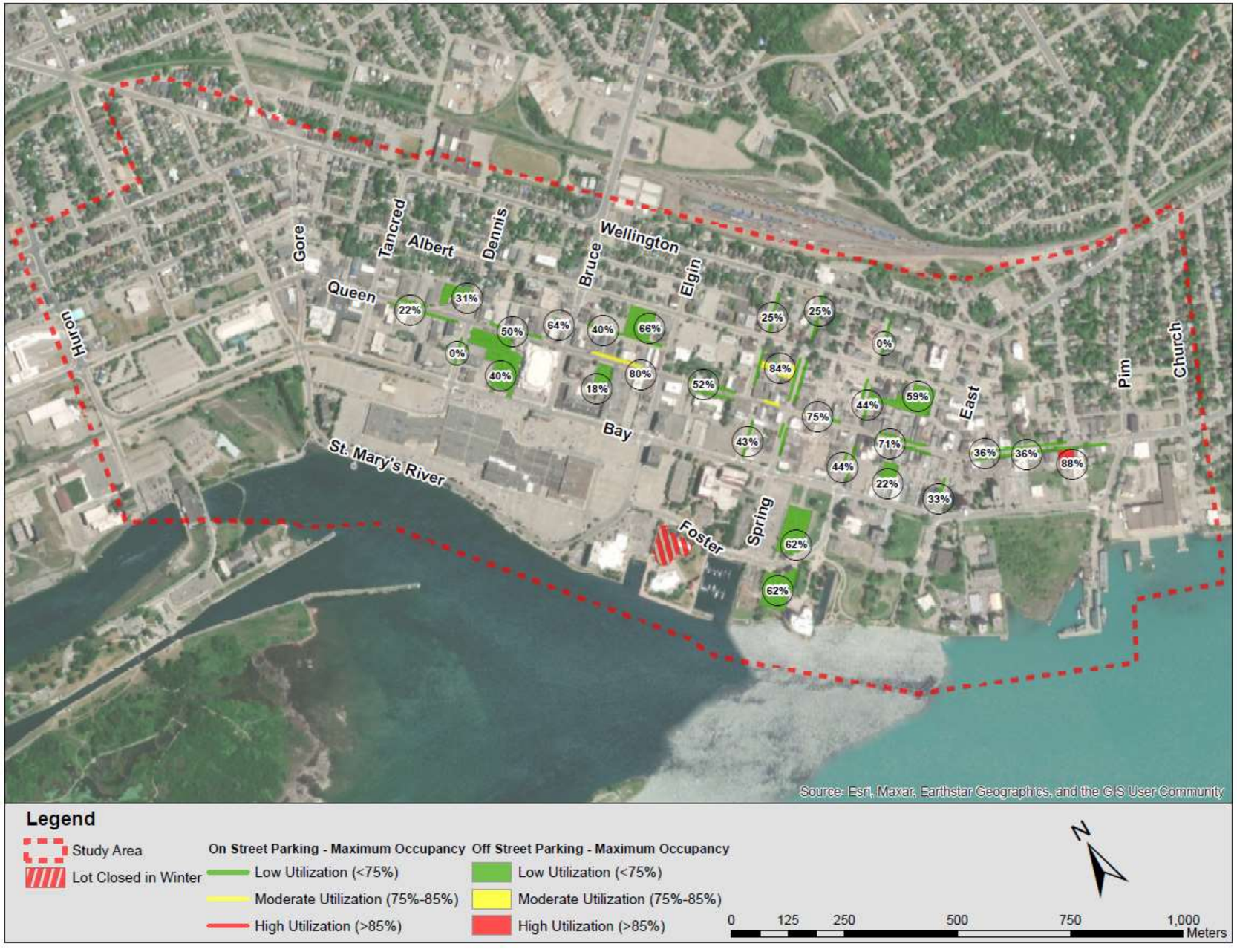


Figure 7: Maximum Parking Occupancy (%)

2.4. Existing Public Parking Demand Assessment

This sub-section summarizes the existing parking demand, based on the estimated land use, the City's Zoning Bylaw (2005-150) requirements, and the industry standard Institute of Transportation Engineers (ITE) Parking Generation Manual (5th Edition).

The City provided CIMA+ with land-use information data, based on the Municipal Property Assessment Corporation (MPAC) Property Codes. These classifications were used to estimate the land-use for each facility, which was used for the By-Law and ITE Parking Generation Manual assessment of required parking. **Figure 8** shows the land-use of facilities within the study area.

As shown in Figure 8, there are 321 facilities that are classified as Commercial, 27 classified as Special & Exempt, 9 classified as Industrial, 5 classified as Institutional, and 2 classified as Government. The residential and vacant-land land-uses were excluded from this analysis.

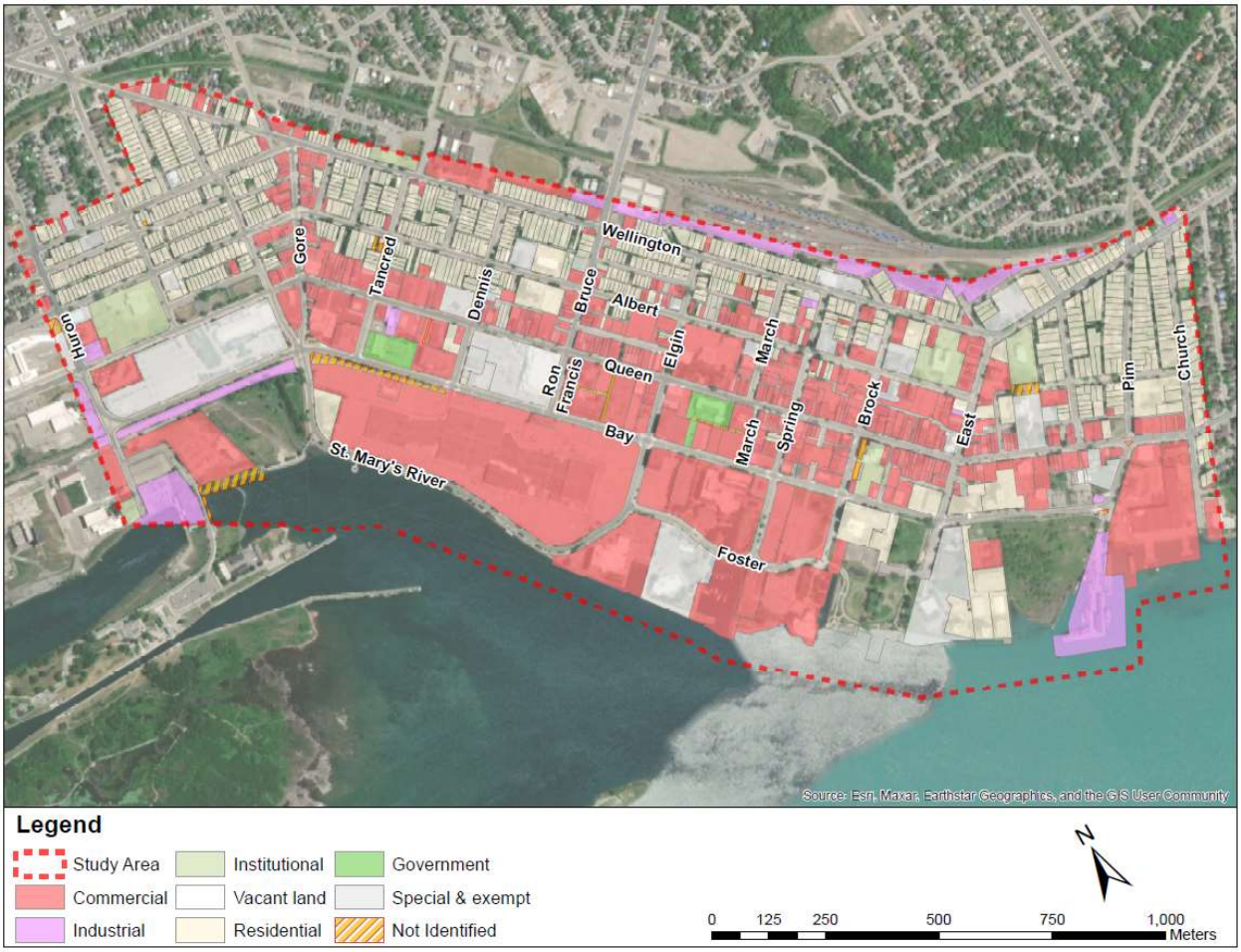


Figure 8: MPAC Land Use Classification

2.4.1. Methodology for Estimating Existing Public Parking Demand

Since the ITE Parking Generation Manual includes a variety of land use types and has historically been used in the transportation engineering industry for parking demand studies, it was deemed acceptable to use the ITE Parking Generation Manual to estimate the total existing parking demand.

It should be noted that the private parking data (i.e., number of parking spaces provided by the facilities within the downtown area) was not available. As such, CIMA+ calculated the minimum parking required for each non-residential building in the study area using the City's Zoning Bylaw (2005-150). Furthermore, the parking needs assessment is focused on non-residential land-uses as it is assumed that sufficient parking supply is provided for residential units within the study area, as per the Bylaw requirements.

The parking requirements calculated using the Bylaw requirements was deemed adequate for the private parking supply. Hence, the private parking supply was subtracted from the total existing parking demand to estimate the existing public parking demand. The existing public parking demand was then compared to the existing public parking supply within the study area.

2.4.2. Total Parking Demand - ITE Parking Generation Manual

Based on the ITE Parking Generation Manual, a total demand of 6,346 parking spaces was estimated, the majority of which were Commercial (4,985) and Special & Exempt (1,039) land-uses. The Special & Exempt land-uses include places of worship, banquet halls, casinos, and sports complexes. It should be noted that Casino and Shopping Mall parking were excluded from this analysis as it is assumed that sufficient parking is provided. This is based on large parking lot areas attached to these buildings, which provide ample parking for the patrons and is assumed to be within the City's requirements. **Table 4** summarizes the total parking demand within the downtown area.

Table 4: Total Parking Demand based on ITE Parking Generation Manual

Category	Number of Facilities	Area of Facilities (1000 sq. ft)	Total Parking Demand
Commercial	321	7,145	4,985*
Special & Exempt	27	1,482	1,039*
Industrial	9	4,932	91
Institutional	5	483	154
Government	2	141	77
Total	***364***	***14,183***	***6,346***
**Casino and Shopping Mall parking excluded from this analysis as it is assumed that sufficient parking is provided (based on Desktop Review of parking lot attached to the buildings))*			

2.4.3. Private Parking Supply - By-Law Requirement

Based on the City's Zoning Bylaw (2005-150), a private parking supply of 6,086 parking spaces was estimated, the majority of which were Commercial (4,476) and Special & Exempt (1,105) land-uses. As noted earlier, the Casino and Shopping Mall parking were excluded from this analysis as it is assumed that sufficient parking is provided based on the large parking area

attached to the facilities. **Table 5** summarizes the private parking supply within the downtown area.

Table 5: Private Parking Supply based on City's Zoning Bylaw Requirements (2005-150)

Category	Number of Facilities	Area of Facilities (1000 sq. ft)	Private Parking Supply
Commercial	321	7,145	4,476*
Special & Exempt	27	1,482	1,105*
Industrial	9	4,932	219
Institutional	5	483	173
Government	2	141	113
Total	***364***	***14,183***	***6,086***

**Casino and Shopping Mall parking excluded from this analysis as it is assumed that sufficient parking is provided (based on Desktop Review of parking lot attached to the buildings))*

2.4.4. Parking Demand & Supply Analysis

The public parking demand is the difference between total parking demand and the private parking supply, as shown in **Table 6**.

For Commercial land-uses, the total demand exceeds the private parking supply by 509. For the remaining land-uses the private parking supply is greater than the parking demand, hence no impact on public parking demand is anticipated. As such, the public parking demand is estimated to be 509 within the downtown area. As discussed in Section 2.1, the existing parking supply is 1,362. Hence, the public parking supply is considered to be at a surplus, as the existing parking supply is significantly higher than the estimated public parking demand within the downtown area.

This is in-line with the observed parking utilization shown in Section 2.2, where the overall parking utilization is well under the high-threshold of 85%.

Table 6: Existing Public Parking Demand

Category	Number of Facilities	Area of Facilities (1000 sq. ft)	Total Parking Demand	Private Parking Supply	Public Parking Demand
Commercial	321	7,145	4,985*	4,476*	509
Special & Exempt	27	1,482	1,039*	1,105*	-**
Industrial	9	4,932	91	219	-**
Institutional	5	483	154	173	-**
Government	2	141	77	113	-**
Total	***364***	***14,183***	***6,346***	***6,086***	***509***

**Casino and Shopping Mall parking excluded from this analysis as it is assumed that sufficient parking is provided (based on Desktop Review of parking lot attached to the buildings))*
***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*

Since parking demand can fluctuate based on time-of-day, depending on the land use and building type, it is important that the parking utilization be monitored by time-of-day to ensure that the peak hour parking demand is being met with the existing parking supply.

As shown in Section 2.2, the maximum parking occupancy at almost all parking areas is under the 85% threshold of total capacity. The ITE Parking Generation Manual lists peak parking periods for various building types.

The starting and ending hours of the peak periods for main categories used for the parking demand analysis for this study are shown in **Figure 7** below. As per the ITE Parking Generation Manual, the majority of building types experience peak parking demand between 9 AM and 3 PM. It should be noted that the data shown in **Figure 7** is the typical peak periods for various building types from ITE Parking Generation Manual.

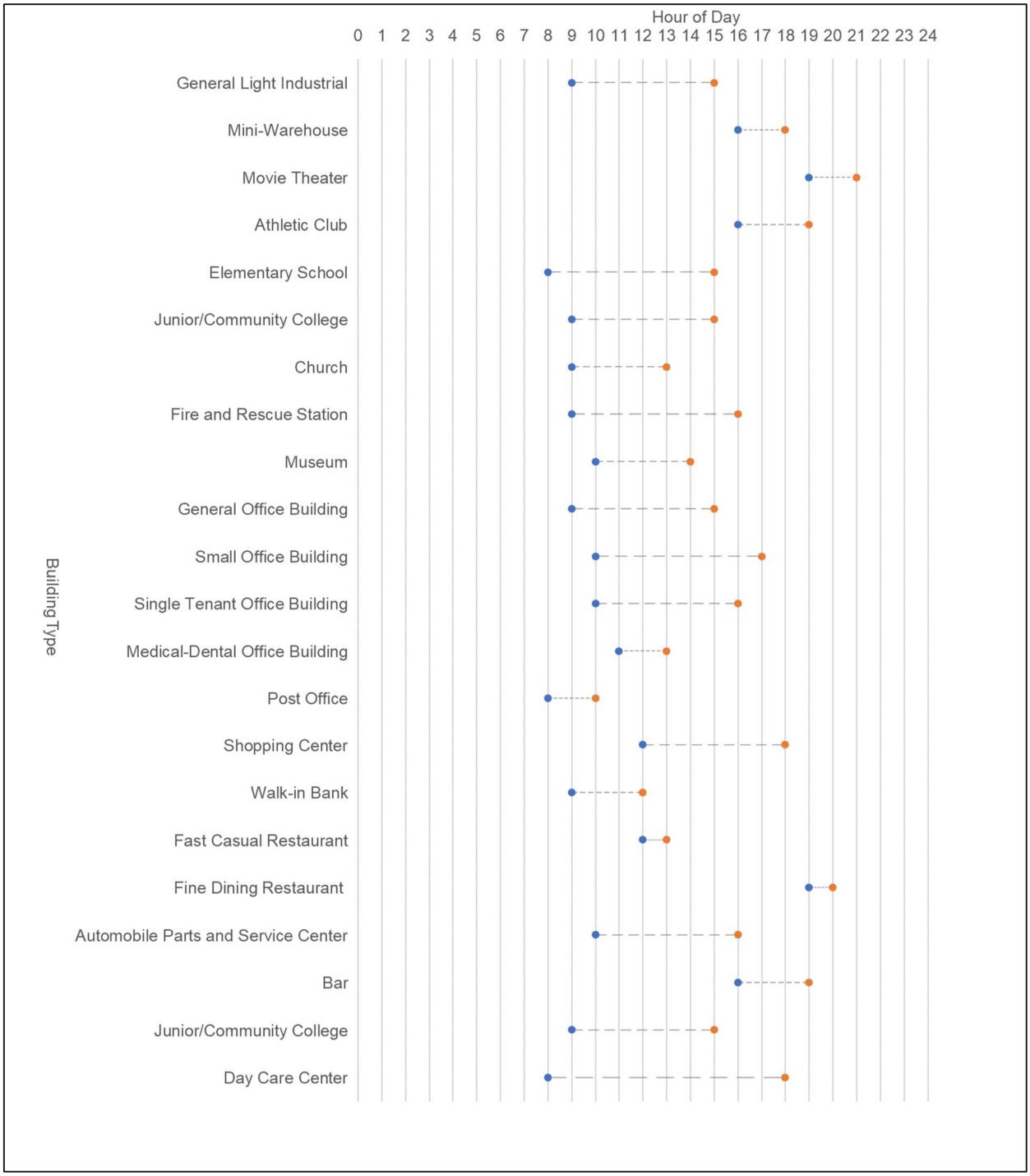


Figure 9: Peak Period for Most Common Building Type – ITE Parking Generation Manual

For the time-of-day parking utilization analysis, the overall parking supply and utilization was aggregated for the downtown area.

As shown in **Figure 8**, the overall utilization does not exceed 40% of the total available capacity. There is slight fluctuation in parking utilization, as the parking utilization between 10:30-11:30 AM is slightly higher than rest of the day, for both days for which the parking utilization was

observed. Overall, the parking utilization is well under the effective parking capacity (85% of the total capacity), meaning that there is generally a public parking surplus in Downtown Sault Ste. Marie.

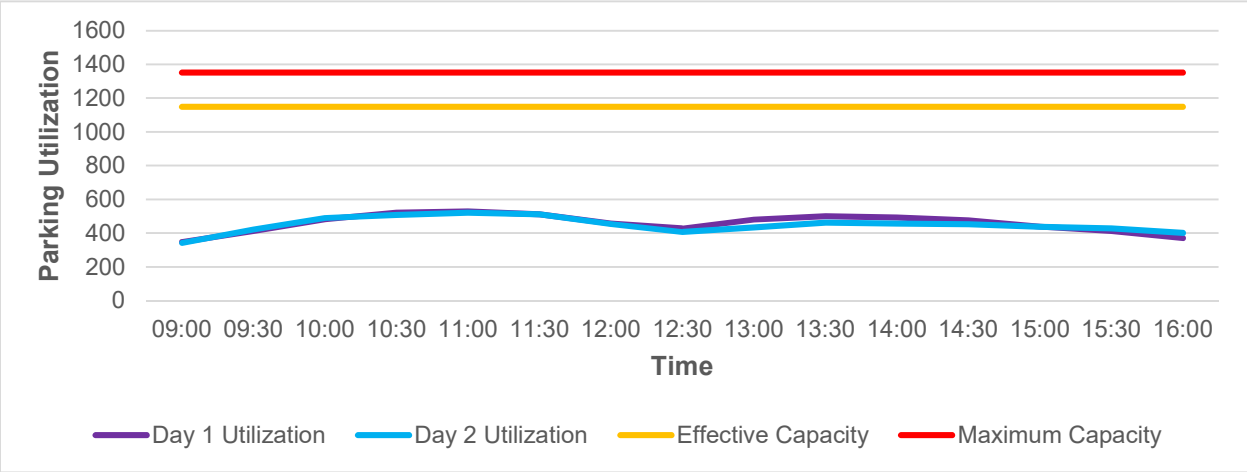


Figure 10: Observed Parking Utilization by Time-Of-Day

2.5. Parking Demand, Supply and Surplus Spatial Analysis

Overall, the existing parking supply exceeds the existing parking demand significantly, which means that there is a parking surplus within the City's downtown area. The spatial distribution of the parking areas and the associated catchment areas they serve is crucial in understanding how well the provided parking areas service the entirety of downtown.

Research indicates that the distance travellers are willing to park from their destination varies depending on factors such as establishment and parking facility type. Research by Victoria Transport Policy Institute[7] suggest the maximum walking distances and associated land-uses in **Table 7** and **Table 8**. As such, a 250-metre radius catchment area was used as an acceptable distance that drivers were willing to walk, as it corresponds to Level of Service (LOS) B/C for the outdoor & uncovered walking environment. LOS A is the best/ideal performance, LOS B/C refer to good/average performance, and LOS D is below average but minimally acceptable.

Table 7: Maximum Walking Distance (m)

Walking Environment	LOS A	LOS B	LOS C	LOS D
Climate Controlled	300	730	1,150	1,580
Outdoor / Covered	150	300	450	600
Outdoor / Uncovered	120	240	360	480
Through Surface Parking Lot	100	210	320	420
Inside Parking Facility	90	180	270	360

[7] City of Oshawa Parking Study, January 2021, IBI Group

Table 8: Walking Distance Targets

Adjacent	Minimal (LOS A/B)	Median (LOS B/C)	Long (LOS C/D)
People with disabilities	Grocery Stores	General Retail	Airport Parking
Deliveries and Loading	Residents	Restaurant	Major Sport / Cultural Events
Emergency Services	Medical Clinics	Employees	Overflow Parking
Convenience Store	Professional Services	Entertainment Center	

Figure 11 provides an overview of the catchment areas for the downtown off-street parking areas. As noticeable, the existing parking supply catchment area covers the majority of the downtown area. The north-west and south-west corners that are not covered are primarily residential land-use, which are excluded from the public parking demand analysis.

The Casino and the Shopping Mall provide significant private parking supply. Furthermore, the on-street parking catchment area is encompassed in the off-street public parking area and is not shown for brevity.

To further understand the public parking surplus by location, CIMA+ divided the downtown area into 6 (six) zones, as shown in **Figure 10**. Zones 5 and 6 include the Casino and the Shopping Mall, respectively, As discussed earlier, the Casino and Shopping Mall parking was excluded from the analysis as it is assumed that sufficient parking is provided and is within the City's requirements.

Zones 1-3 are mixed land-use of primarily commercial and residential, Zone 4 is primarily commercial, and Zone 5 is primarily residential with the exception of the Casino.

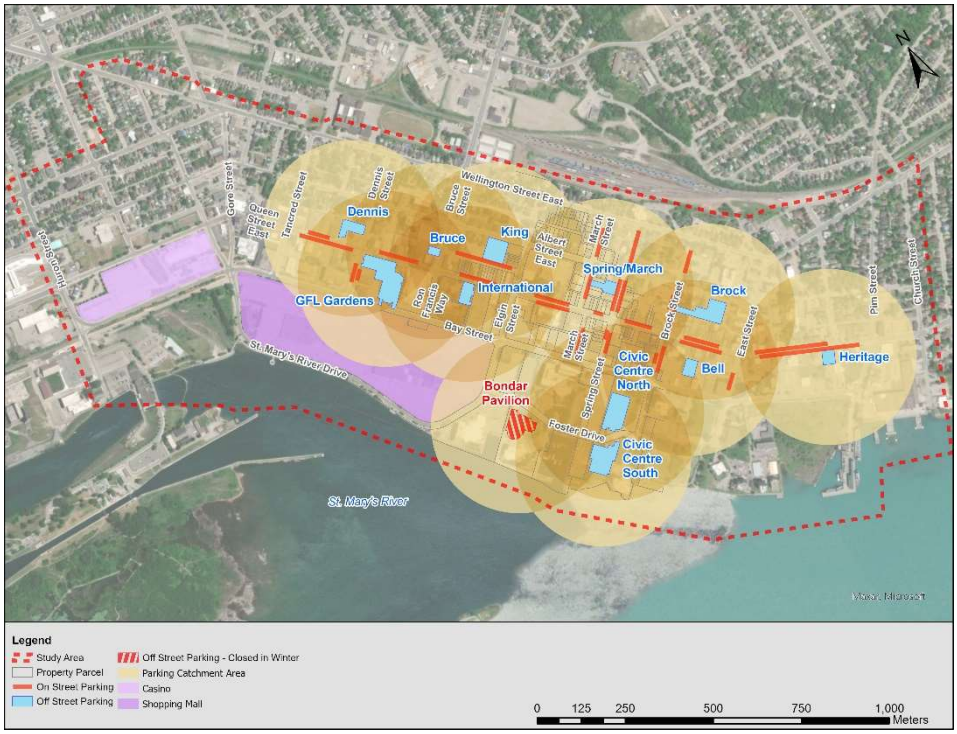


Figure 11: Public Parking Area Catchment Area

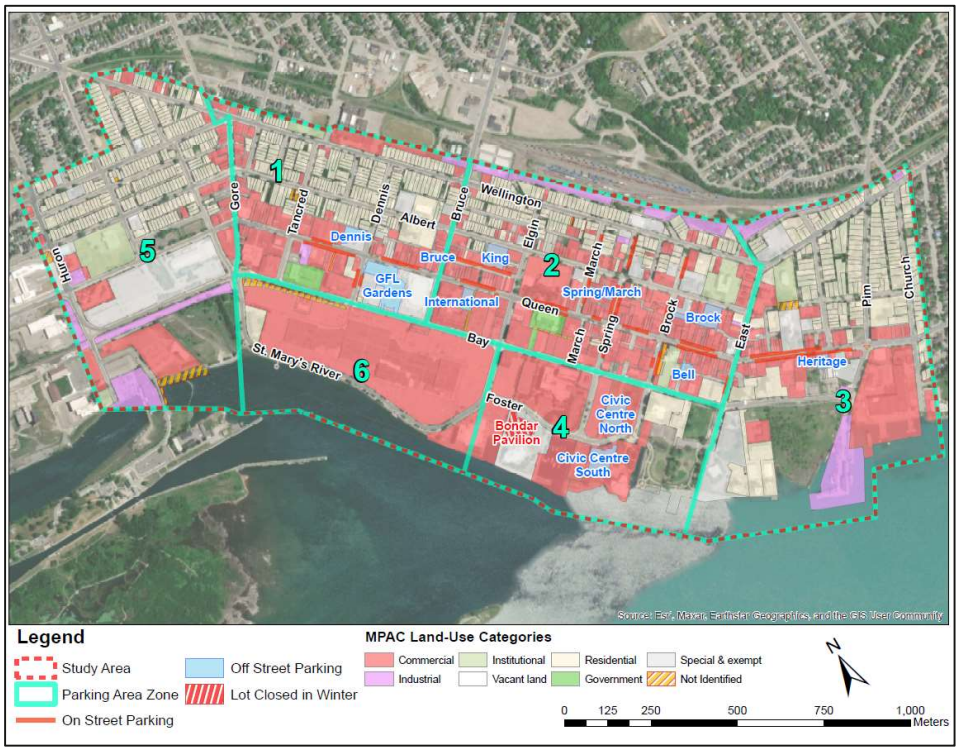


Figure 12: Parking Area Zones

Table 9 provides an overview of public parking supply, demand, and surplus per parking area zone defined. Overall, as expected, there is public parking surplus of 992 parking spaces in Zones 1 to 4.

Table 9: Public Parking Demand, Supply, and Surplus by Parking Area Zone

Parking Area Zone	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
1	1231	1050	181	368	187
2	2845	2559	286	582	296
3	815	815	-**	85	85
4	340	298	42	316	274
5	937*+	841*+	-*+	-*+	-*+
6	178*	274*	**-***	-*	-*
Total	***6346***	***5837***	***509***	***1351***	***842***

**Casino and Shopping Mall parking excluded from this analysis as it is assumed that sufficient parking is available for private use within Zones 5 & 6 (based on Desktop Review of parking lot attached to the buildings))*

***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*

+The on-street parking supply not included as part of public parking supply since this area was outside of the study area. Based on desktop review, there is on-street parking available within this zone on Queen Street, Albert Street, and Central Park Avenue. As such, the public parking supply is available in this area for the public parking demand.

Figure 13 to Figure 15 visualize the public parking demand, supply, and surplus within the downtown area. As noticeable, Zones 1 and 2 have the highest public parking demand but also have the highest public parking supply, which results in public parking surplus. Overall, the public parking supply is significantly higher than the public parking demands in Zones 1-4.

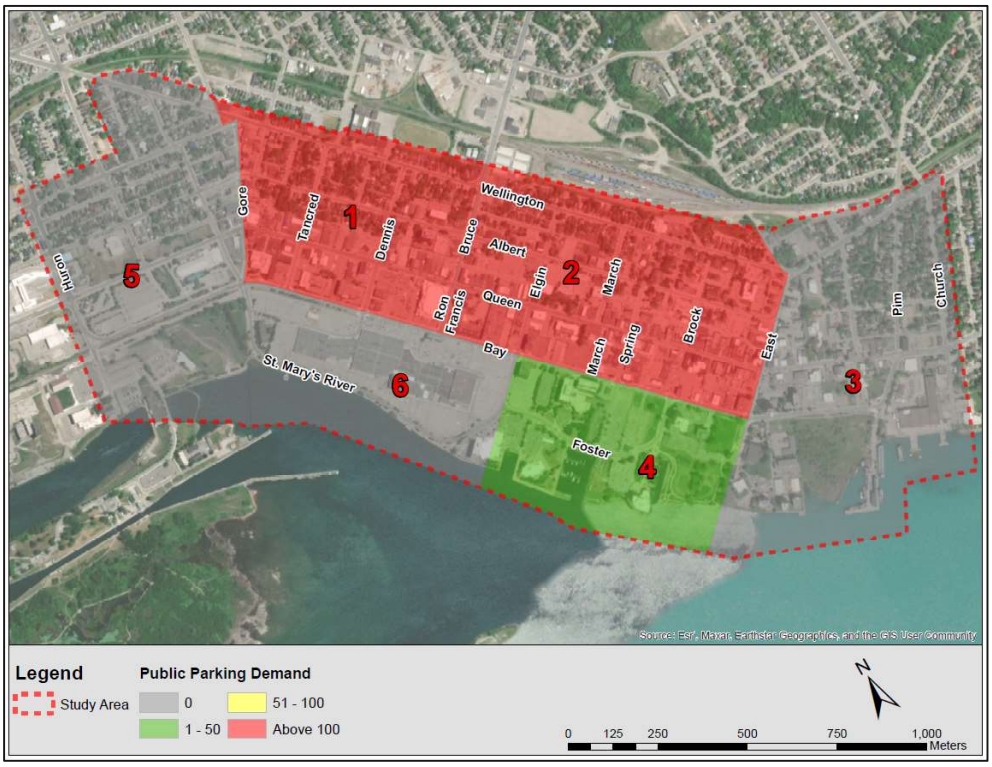


Figure 13: Public Parking Demand

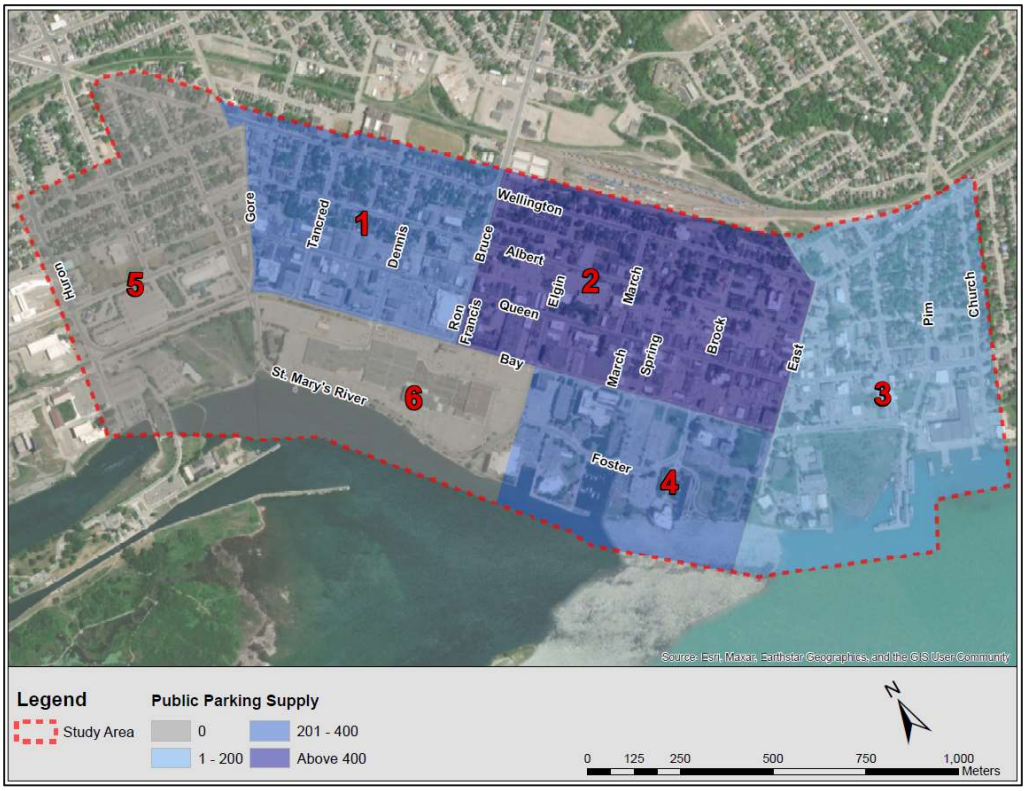


Figure 14: Public Parking Supply

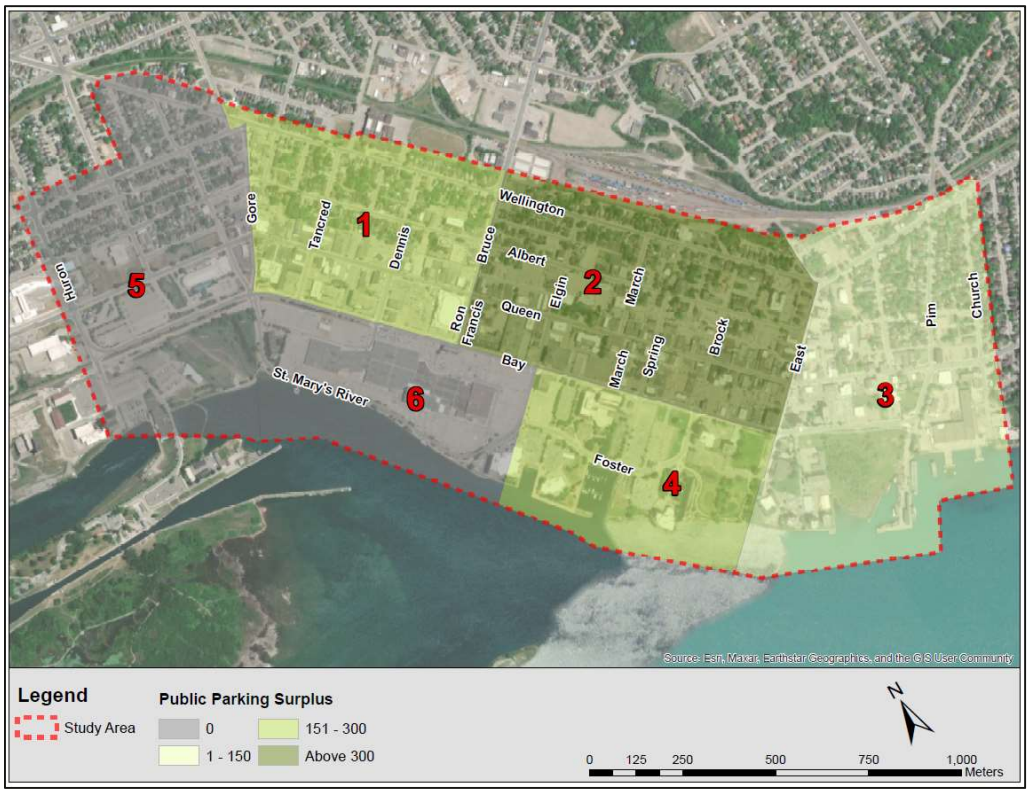


Figure 15: Public Parking Surplus

Table 10 to Table 13 provides a detailed breakdown of public parking for Zones 1-4. Public Parking demand for specific land-uses is assumed to be negligible if the estimated private parking supply for the land-use exceeds the total parking demand. The primary public parking demand generator are commercial land-uses, which is typical for a downtown area.

Table 10: Parking Area Zone 1 – Public Parking Analysis

Land-Use Type	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
Commercial	954	773	181	368	187
Special & exempt	191	194	-**		
Industrial	18	33	-**		
Institutional	45	45	-**		
Government	23	39	-**		
Total	***1231***	***1084***	***181***		
***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*					

Table 11: Parking Area Zone 2 – Public Parking Analysis

Land-Use Type	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
Commercial	2237	1951	286	582	296
Special & exempt	512	525	-**		
Industrial	8	35	-**		
Institutional	34	47	-**		
Government	54	74	-**		
Total	2845	2632	286		
***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*					

Table 12: Parking Area Zone 3 – Public Parking Analysis

Land-Use Type	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
Commercial	562	575	-**	85	85
Special & exempt	217	266	-**		
Industrial	6	13	-**		
Institutional	30	30	-**		
Government	0	0	-		
Total	***815***	***885***	-**		
***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*					

Table 13: Parking Area Zone 4 – Public Parking Analysis

Land-Use Type	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
Commercial	340	298	42	316	274
Special & exempt	0	0	-		
Industrial	0	0	-		
Institutional	0	0	-		
Government	0	0	-		
Total	***340***	***298***	***42***		
***Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated*					

3. Municipal Scan

This section of the report provides a compilation and comparison of experiences, methodologies and current practices regarding off-street parking policies at municipal level for various cities in North America. The following municipalities were reviewed, which are illustrated in **Figure 16**:

1. Sudbury, Ontario
2. Thunder Bay, Ontario
3. North Bay, Ontario
4. Kingston, Ontario
5. Barrie, Ontario
6. Sarnia, Ontario
7. Windsor, Ontario
8. Oshawa, Ontario
9. Kitchener, Ontario
10. Guelph, Ontario
11. Marquette, Michigan
12. Traverse City, Michigan
13. Brainerd, Minnesota

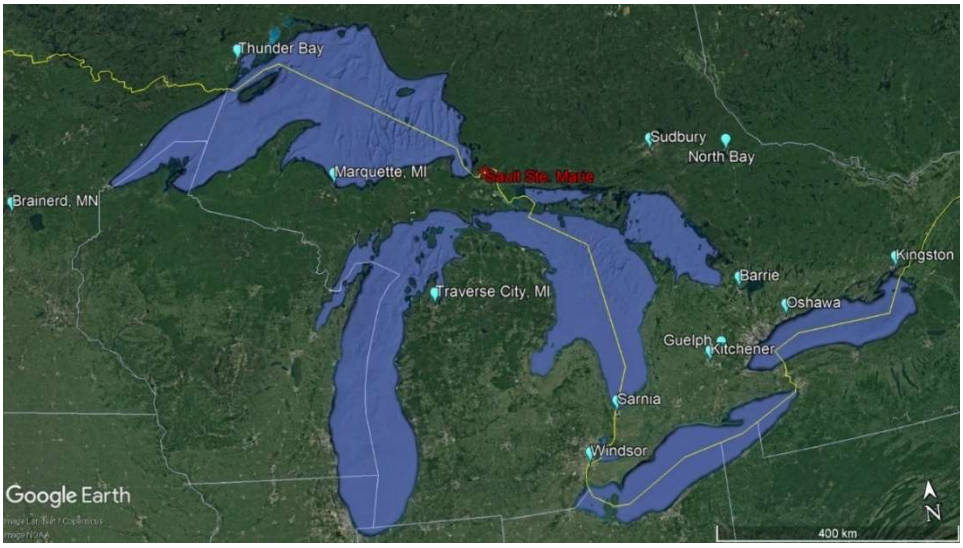


Figure 16: Cities included in the Municipal Scan

The municipal scan included the following categories:

- Are there different parking requirements for downtown versus non-downtown areas? How are the parking requirements classified based on area type?
- Did the municipality reduce or remove the minimum parking requirements?
- Did the municipality establish maximum parking requirements?
- Did the municipality implement minimum bicycle, electric vehicle (EV), and/or micro-mobility (scooters and e-bikes) parking requirements?
- Minimum barrier-free parking required
- Minimum parking requirement rates for common permitted uses
- Parking Fees

Based on the municipal scan review, Kitchener and Kingston were selected, on the basis of their progressive parking requirements, to provide more insight into their parking policies via an online questionnaire.

3.1. City's Current Practices

Section 5 in the City's Zoning Bylaw (2005-150) provides an overview of the parking regulations and requirements. The Zoning Bylaw provides specifications for parking areas design, access requirements, barrier-free parking space requirements, and minimum parking requirements for permitted uses. The minimum parking requirements are based on permitted use and whether the location of building is in downtown or not. Generally, the minimum parking requirements for buildings in downtown is lower than the rest of the city.

Criteria	Thresholds
How are parking requirements classified based on location?	Downtown versus not in Downtown
Minimum Parking Requirements?	Minimum parking requirements for commercial and residential land-uses within the City
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	1-3: 1 (no need to mark as barrier-free parking) 4-10: 1 11-35: 2 36-50: 3 >50: 3 + Additional 1 space per 50 spaces after 50

As shown in subsequent sections, the City's minimum parking requirement thresholds are generally higher than other municipalities for residential, institutional, and commercial land-uses.

Furthermore, many of the other municipalities have no minimum parking requirements for any land-use in the downtown area, whereas the City has minimum parking requirements for all land-uses.

The City currently does not have any maximum parking requirements in the Zoning Bylaw.

The City currently has no minimum EV, micro-mobility, and bicycle parking requirements.

The City's requirements for Barrier-Free Parking are one of the highest amongst the municipalities evaluated. Majority of the municipalities require 4% of the parking provided (up-to 50 parking spaces) to be barrier-free. The City's requirements for 50 parking spaces are 3, which is 6% of the total parking spaces. However, there is no requirement for marking barrier free parking if the total parking provided is less than 4.

3.2. Sudbury

No minimum non-residential parking requirements within Sudbury's downtown commercial area.

Sudbury faces similar weather-related challenges as Sault Ste. Marie

Sudbury, Ontario is 300 kilometres east of Sault Ste. Marie, with a population of 165,000, which is approximately twice the size of Sault Ste. Marie. Sudbury's Zoning Bylaw (2010-100Z) includes the parking requirement thresholds. Sudbury classifies parking requirements based on whether the facility is located in Zone C6, which is the commercial downtown area.

Criteria	Thresholds
How are parking requirements classified based on location?	Downtown Commercial Zone (C6) versus all other zones
Minimum Parking Requirements?	No minimum parking requirements for non-residential land uses in the Commercial Downtown Area. Minimum non-residential parking requirements for all other zones Minimum residential parking requirements for all zones
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum bicycle parking requirements for all zones
Minimum Barrier-Free Parking Requirements?	1-9: 0 10-50: 1 51-100: 2 >100: 2 + Additional 1 space per 50 spaces after 100

Sudbury has no minimum parking requirements for non-residential land-uses in the Commercial Downtown Area. However, there are minimum parking requirements for non-residential land-uses for the other zones within Sudbury. There is minimum residential parking requirements for all zones.

Sudbury does not have any maximum parking requirements in the Zoning Bylaw.

Sudbury currently has no minimum EV and micro-mobility parking requirements. However, Sudbury does have minimum bicycle parking requirements for all zones.

Sudbury has no minimum barrier-free parking requirements for parking areas with less than 10 parking spaces.

3.3. Thunder Bay

No minimum non-residential parking requirements within Thunder Bay's Pedestrian Commercial (downtown) Area

Thunder Bay has parking requirements specific for each of their land-use areas

Thunder Bay, Ontario is 700 kilometres west of Sault Ste. Marie, with a population of 110,000, which is higher than Sault Ste. Marie. Thunder Bay's Zoning Bylaw (1-2022) includes the parking requirement thresholds. Thunder Bay classifies the zones based on following land-use categories: Rural Area, Rural Settlements, Urban Neighbourhoods, Pedestrian Commercial, Commuter Commercial, Business Areas, Major Industrial, Institutional & Commercial and Natural Heritage.

Criteria	Thresholds
How are parking requirements classified based on location?	Zones based on land-use categories
Minimum Parking Requirements?	No minimum parking requirements for rural, institutional & commercial, and natural heritage land-use No minimum parking requirements for non-residential land uses in the Pedestrian Commercial and most of Major Industrial land-uses Minimum parking required for other zones
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No minimum bicycle parking requirements for rural, institutional & commercial, and natural heritage land-use Minimum bicycle parking requirements for all other zones (short and/or long-term)
Minimum Barrier-Free Parking Requirements?	0-4: 0 5-12: 1 Type A 13-100: 4% of total parking spaces be accessible 101-200: 1 + 3% of total parking spaces be accessible 201-1000: 2 + 2% of total parking spaces accessible >1000: 11 + 1% of total parking spaces accessible

Thunder Bay has no minimum parking requirements for rural, institutional & commercial, and natural heritage land-use.

For Pedestrian Commercial (downtown) and most of Major Industrial land-uses, Thunder Bay has no minimum parking for non-residential land-uses.

Thunder Bay does not have any maximum parking requirements in the Zoning Bylaw.

Thunder Bay currently has no minimum EV and micro-mobility parking requirements. However, Thunder Bay does have minimum bicycle parking requirements for some of the zones.

Thunder Bay has no minimum barrier-free parking requirements for parking areas with less than 5 parking spaces.

3.4. North Bay

Minimum parking required for residential and non-residential facilities within North Bay, similar to Sault Ste. Marie

North Bay generally has lower parking requirements for Commercial Core Zones

North Bay, Ontario is 450 kilometres east of Sault Ste. Marie, with a population of 52,000, which is slightly lower than Sault Ste. Marie. North Bay's Zoning Bylaw (2015-30) includes the parking requirement thresholds. North Bay provides lower parking thresholds for facilities in Core Commercial Zones (C1 or C2) than the rest of the City.

Criteria	Thresholds
How are parking requirements classified based on location?	Based on whether facility is in Core Commercial (C1 or C2) Zone or not
Minimum Parking Requirements?	Minimum parking required for all zones and land-uses except for a few permitted uses in C1/C2 Zone
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	0-9: 0 10-30: 1 31-60: 2 61-90: 3

North Bay has minimum parking requirements for all zones and land-uses, except for few permitted uses in the C1/C2 zone.

North Bay does not have any maximum parking requirements in the Zoning Bylaw.

North Bay currently has no minimum EV, micro-mobility, and bicycle parking requirements.

North Bay has no minimum barrier-free parking requirements for parking areas with less than 10 parking spaces.

Overall, the North Bay parking requirements resemble fairly closely to the City's parking requirements.

3.5. Kingston

Kingston was 1 of 3 municipalities that introduced maximum parking requirements

Kingston removed all minimum parking thresholds for non-residential facilities in the city

Kingston is the 12th largest city in Ontario, with a population of greater than 125,000. Kingston has some of the most progressive parking requirements in Ontario, as they have completely removed all minimum parking thresholds for non-residential facilities and introduced maximum parking thresholds for the residential land-uses.

Criteria	Thresholds
How are parking requirements classified based on location?	City developed 5 Parking Areas that were used for residential parking requirements
Minimum Parking Requirements?	No minimum parking requirements for any non-residential land-use in the city.
Established Maximum Parking Requirements?	Maximum number of parking spaces in all Parking Areas for residential land-use
Minimum EV Parking Requirements?	No minimum EV parking requirements, however, maximum number of parking spaces may be increased from under 1 to 1.25 if all parking spaces provided above max ratio are EV-ready. Additionally,1 car-share space that is EV-ready must be provided for every 4 spaces provided above the maximum ratio
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum long and short-term bicycle parking requirement for all Parking Areas for residential, retail, schools, and majority of commercial uses
Minimum Barrier-Free Parking Requirements?	1-12: 1 Type A 13-100: 4% of total parking spaces 101-200: 1 + 3% of total parking spaces 201-1000: 2 + 2% of total parking spaces >1000: 11 + 1% of total parking spaces

Additionally, Kingston utilizes Parking Areas to distinguish residential parking requirements within the City.

Although Kingston has no minimum EV parking requirements, there is a clause in the Zoning Bylaw (2022-62) that allows for an increase in maximum parking thresholds if the parking spaces above the maximum thresholds are EV-ready. Furthermore, the Bylaw states that 1 car-share space must be EV-ready for every 4 parking spaces provided above the maximum ratio.

Like all municipalities that were included in this municipal scan, Kingston does not have any minimum micro-mobility parking facilities requirement. Kingston does have minimum long- and short-term bicycle parking requirements for all the Parking Areas, for residential, retail, schools, and majority of commercial uses.

Kingston has minimum barrier-free parking requirements for all types of parking lots, with 4% of parking spaces must be barrier-free for parking areas with 13 to 100 total parking spaces. Kingston is one of the few municipalities that has minimum requirement for barrier-free parking spaces for parking areas with less than 5 total parking spaces.

3.6. Barrie

Barrie was 1 of 3 municipalities that did not differentiate the parking thresholds based on location

Barrie is currently in the process of updating their Zoning Bylaw

Barrie is the 9th largest city in Ontario, with a population of greater than 150,000. Barrie is currently in the process of updating their Zoning Bylaw (2009-141). As such, the parking requirements may be different in the near future for Barrie.

Barrie currently has minimum parking requirements for all land-uses.

Criteria	Thresholds
How are parking requirements classified based on location?	No differentiation based on location
Minimum Parking Requirements?	Minimum parking required for all land-uses
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	0-4: 0 5-12: 1 Type A 26-50: 1 Type A and 1 Type B 51-75: 1 Type A and 2 Type B 76-100: 2 Type A and 2 Type B >100: 1 + 3% of total parking spaces accessible

Barrie currently does not have any maximum parking requirements in the Zoning Bylaw.

Barrie currently has no minimum EV, micro-mobility, and bicycle parking requirements.

Barrie has no minimum barrier-free parking requirements for parking areas with less than 5 parking spaces.

Overall, the current Barrie parking requirements resemble fairly closely to the City's parking requirements, except for the fact that the City differentiates parking thresholds based on whether the facility is located in downtown.

However, as Barrie is currently in the process of updating their Zoning Bylaw, the updated Bylaw may have different parking requirements than the existing one.

3.7. Sarnia

In Downtown Zones, no minimum parking requirements except for multi-use apartment dwellings

Sarnia and Sault Ste. Marie are similar in size and are both located close to the Canada-USA border

Sarnia is located near the US-border, with a population of 75,000, which is similar to Sault Ste. Marie. Sarnia's Zoning Bylaw (2002-85) includes the parking requirement thresholds. Sarnia classifies the zones based on following land-use categories: Rural, Residential, Commercial, Downtown, Industrial, Institutional & Open Spaces, and other miscellaneous zones. However, for parking requirements, all of the zones have similar parking thresholds except for Downtown Zones and certain parts of Commercial Zones.

Criteria	Thresholds
How are parking requirements classified based on location?	Exceptions to the minimum parking threshold provided for certain zones. Majority of the zones have same thresholds
Minimum Parking Requirements?	In Downtown Zones, no minimum parking requirement for all permitted uses except multi-use apartment dwellings In certain parts of Commercial Zones, no minimum parking requirements as a result of an exception Minimum parking required for other zones
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	1-25: 1 Type A 26-50: 1 Type A and 1 Type B 51-75: 1 Type A and 2 Type B 76-100: 2 Type A and 2 Type B 101-1000: 2-11 Type A and Type B, based on total parking spaces provided >1000: 11 + 1% of total parking spaces equally divided between Type A and B

Sarnia has no minimum parking requirements for Downtown Zone, except for multi-use apartment dwellings. Certain parts of the commercial zones also don't have any minimum parking requirements. The rest of the zones have similar minimum parking thresholds for all permitted uses.

Sarnia does not have any maximum parking requirements in the Zoning Bylaw.

Sarnia currently has no minimum EV, micro-mobility, and bicycle parking requirements.

Sarnia has minimum barrier-free parking requirements for all parking area sizes.

3.8. Windsor

Windsor removed minimum parking thresholds for most uses in the Central Business District and Business Improvement Areas

Windsor updated the parking requirements in the Zoning Bylaw in 2021

Windsor is the 7th largest city in Ontario, with a population of greater than 300,000. Windsor completed an update to their parking requirements for Central Business District (CBD) in 2021.

Windsor removed the minimum parking requirements for most permitted uses in CBD and Business Improvement Areas (BIAs). The minimum parking thresholds remain in place for hotels, residential dwelling units, micro-brewery, residential care facility, restaurant, and medical offices within CBD and BIAs.

Criteria	Thresholds
How are parking requirements classified based on location?	Parking requirements differentiated based on whether facility is in Central Business District (CBD) or Business Improvement Areas (BIAs)
Minimum Parking Requirements?	Removed minimum parking spaces required for most uses in CBD and BIA. All other areas have minimum parking requirements based on land use
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum bicycle parking is required if total car parking spaces provided exceeds 10
Minimum Barrier-Free Parking Requirements?	1-25: 1 Type A 26-100: 2% of parking spaces for Type A & B 101-200: 1.5% for Type A + 0.5 + 1.5% for Type B 201-1000: 0.5+1% for Type A + 1 + 1% for Type B >1000: 5+0.5% for Type A + 5.5 + 0.5% for Type B

All other areas within Windsor have minimum parking requirements.

Windsor currently has no minimum EV and micro-mobility parking requirements. However, if the total car parking spaces exceed 10, there is minimum bicycle parking spaces that are required to be provided.

Windsor has minimum barrier-free parking requirements for all parking area sizes.

3.9. Oshawa

Oshawa was 1 of 3 municipalities that did not differentiate the parking thresholds based on location and 1 of 3 municipalities to not include minimum barrier-free parking requirements in the Zoning Bylaw

Oshawa has minimum parking thresholds for all permitted uses

Oshawa is the 6th largest city in Ontario, with a population of greater than 300,000. Oshawa's Zoning Bylaw (60-94) establishes and regulates parking requirements and was last updated in 2022. Oshawa currently has minimum parking requirements for all land-uses and does not differentiate parking thresholds based on location (i.e. downtown versus non-downtown areas).

Criteria	Thresholds
How are parking requirements classified based on location?	No differentiation based on location
Minimum Parking Requirements?	Minimum parking required for all land-uses
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	-

Oshawa currently does not have any maximum parking requirements in the Zoning Bylaw.

Oshawa currently has no minimum EV, micro-mobility, and bicycle parking requirements.

Oshawa's Zoning Bylaw did not include any information about the thresholds for providing barrier-free parking spaces.

Overall, the current Oshawa parking requirements resemble fairly closely to the City's parking requirements, except for the fact that the City differentiates parking thresholds based on whether the facility is located in downtown. Another key difference between Oshawa and Sault Ste. Marie's parking regulation is that Sault Ste. Marie has minimum barrier-free parking thresholds in the Zoning Bylaw whereas Oshawa does not provide any requirements for barrier-free parking in the Zoning Bylaw.

3.10. Kitchener

Kitchener was 1 of 3 municipalities that introduced maximum parking requirements

1 of 2 municipalities to introduce some level of EV parking requirements

Kitchener currently has 2 Zoning Bylaws (85-1 and 2019-051). The 2019-051 Zoning Bylaw is the newer of the two and is expected to gradually replace the older one. Kitchener has some of the most progressive parking requirements in Ontario, as they have introduced minimum EV parking thresholds and introduced maximum parking thresholds for the residential land-uses. Kitchener utilizes Urban Growth Centres (UGCs) and MIX land-uses to differentiate minimum and maximum parking requirements.

Criteria	Thresholds
How are parking requirements classified based on location?	City uses UGC, MIX, and all other zones to differentiate minimum and maximum parking requirements
Minimum Parking Requirements?	UGC Zones have no minimum parking required for all uses except for office/office-related MIX Zones have equal or lower minimum parking requirement than all other zones for all use cases .
Established Maximum Parking Requirements?	All permitted use cases have maximum parking spaces requirements associated, similar to the minimum parking requirements
Minimum EV Parking Requirements?	A minimum of 20% of the parking spaces required for future *multiple dwellings* shall be designed to permit the future installation of electric vehicle supply equipment
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum bicycle parking requirements for all Zones and majority of use-cases
Minimum Barrier-Free Parking Requirements?	1-12: 1 13-100: 4% of total parking spaces 101-200: 1 + 3% of total parking spaces 201-1000: 2 + 2% of total parking spaces >1000: 11 + 1% of total parking spaces

The UGC Zones have no minimum parking required except for office-related uses. The MIX Zones has equal or lower minimum parking requirements than all other zones for all permitted uses.

Kitchener has introduced minimum EV parking requirements that require future multiple dwelling buildings to have a minimum of 20% of total parking spaces provided be designed for EVs.

Like all municipalities that were included in this municipal scan, Kitchener does not have any minimum micro-mobility parking facilities requirement.

Kitchener has minimum bicycle parking requirements for majority of permitted uses.

Kitchener has minimum barrier-free parking requirements for all types of parking lots, with 4% of parking spaces must be barrier-free for parking areas with 13 to 100 total parking spaces. Kitchener is one of the few municipalities that has minimum requirement for barrier-free parking spaces for parking areas with less than 5 total parking spaces.

3.11. Guelph

Minimum parking required for residential and non-residential facilities within Guelph, similar to Sault Ste. Marie

Guelph has a few exceptions to minimum parking threshold requirement for shopping malls in various commercial zones

Guelph is the 10th largest city in Ontario, with a population of 150,000, which is higher than Sault Ste. Marie. Guelph's Zoning Bylaw (1995-14864) includes the parking requirement thresholds. There is no differentiation in residential and most commercial uses by different zones except for shopping malls in certain locations within the city.

Criteria	Thresholds
How are parking requirements classified based on location?	No differentiation in residential and most commercial uses by different zones. Only difference is for shopping malls in certain locations within the city.
Minimum Parking Requirements?	Minimum parking required for all zones and land-uses
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	2-50: 1 51-200: 2 201-300: 3 301-400: 4 >400: 4 + 1 per 100 spaces

Guelph has minimum parking requirements for all zones and land-uses.

Guelph does not have any maximum parking requirements in the Zoning Bylaw.

Guelph currently has no minimum EV, micro-mobility, and bicycle parking requirements.

Guelph is one of the few municipalities that has minimum requirement for barrier-free parking spaces for parking areas with less than 5 total parking spaces.

Overall, the Guelph's parking requirements resemble fairly closely to the City's parking requirements except for the fact that the City differentiates parking thresholds based on whether the facility is located in downtown.

3.12. Marquette, Michigan

Marquette, Michigan was 1 of 3 municipalities that introduced maximum parking requirements

No minimum non-residential parking requirements within the CBD and minimum parking threshold reduction available based on number of parking spaces calculated

Marquette is small city in the upper peninsula in Michigan, USA and currently has a population of 20,000. Despite its small size, Marquette has some of the most progressive parking requirements amongst the municipalities reviewed. They have introduced no minimum non-residential parking requirements within the CBD and provided means to reduce the minimum parking required, based on total parking calculated.

Criteria	Thresholds
How are parking requirements classified based on location?	City uses Residential, Central Business District (CBD), Commercial, Mixed-Use, and Industrial
Minimum Parking Requirements?	CBD have no minimum parking required for all uses except for residential. Lower minimum residential parking threshold in CBD than other zones. Reduction in parking required can be applied based on number of parking spaces required.
Established Maximum Parking Requirements?	Maximum number of parking provided cannot exceed 120% of the minimum parking thresholds for all land uses.
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum short- and long-term bicycle parking requirement for one of the corridors and a few land-uses
Minimum Barrier-Free Parking Requirements?	1-25: 1 26-50: 2 51-75: 3 76-100: 4 101-150: 5 151-200: 6 201-300: 7 301-400: 8 401-500: 9 501-1000: 2% >1000: 20 + 1 per 100 additional spaces over 1000

Additionally, Marquette may also approve reduction in parking spaces required based on a professional parking study.

Marquette has established maximum parking thresholds, which is 120% of the minimum parking thresholds.

Marquette has no minimum EVs and micro-mobility parking facilities requirement.

Marquette has minimum bicycle parking requirements along a single corridor and a few land-uses.

Marquette has minimum barrier-free parking requirements for all types of parking lots.

3.13. Traverse City, Michigan

Traverse City, Michigan has a subset of parking requirements based on proximity to existing transit and/or public parking infrastructure

No minimum parking requirement for residential land uses in all zones

Traverse City is small city in Michigan, USA and currently has a population of 16,000. Despite its small size, Traverse City has some of the most progressive parking requirements amongst the municipalities reviewed. They have introduced parking threshold requirements based on proximity to an existing transit center or an existing public parking area and provided means to reduce the minimum parking requirements for buildings and restaurants by exempting 2,000 square feet and 15 seats from the parking space requirements calculations.

Criteria	Thresholds
How are parking requirements classified based on location?	City uses Residential, Commercial, Regional Centre, Industrial, Development, University and Mixed Use. Parking requirements are similar for all classifications except Regional Centre (C-4) zone.
Minimum Parking Requirements?	Regional Centre (C-4) has no minimum parking required for all uses No minimum parking requirement for residential uses in all zones No minimum parking requirement for properties within 500 ft of transit centre or public parking structure Other zones had minimum parking requirements
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	Minimum bicycle parking requirements wherever the off-street parking is required for vehicles. Furthermore, a bicycle rack may replace 1 vehicle parking space requirement.
Minimum Barrier-Free Parking Requirements?	-

Traverse City has no minimum parking requirement for residential uses in all zones. For properties that are located with 500 feet of public parking structure or transit centre, there is no off-street parking requirement. Lastly, there is no minimum parking requirement within Regional Centre (C-4) zone.

Traverse City has no maximum parking requirements, no minimum EVs and micro-mobility parking facilities requirement.

Traverse City has minimum bicycle parking requirements wherever the off-street parking is required for vehicles. Furthermore, a bicycle rack may replace 1 vehicle parking space requirement.

Traverse City's Zoning Bylaw did not include any information about the thresholds for providing barrier-free parking spaces.

3.14. Brainerd, Minnesota

Brainerd, Minnesota exempts commercial and downtown areas from off-street minimum parking requirements

Minimum parking required for all other zones

Brainerd is small city in Minnesota, USA and currently has a population of 15,000. Brainerd, Minnesota has similar climate to Sault Ste. Marie, as it is located on the other side of Lake Superior.

Brainerd has no minimum parking requirement for all uses in Commercial Corridor, General Commercial, Town Center, Main Street, and General Industrial Zoning Districts. For all the uses in remaining zoning districts, there are minimum parking thresholds.

Criteria	Thresholds
How are parking requirements classified based on location?	City uses Rural, Garden, Contemporary Neighbourhoods, Commercial, Traditional Neighbourhoods, Town Center, Main Street, Industrial, Employment, and Public zoning districts.
Minimum Parking Requirements?	No minimum parking requirements for Commercial Corridor, General Commercial, Town Center, Main Street, and General Industrial Zoning Districts. Other zones had minimum parking requirements
Established Maximum Parking Requirements?	No
Minimum EV Parking Requirements?	No
Minimum micro-mobility Parking Requirements?	No
Minimum Bicycle Parking Requirements?	No
Minimum Barrier-Free Parking Requirements?	-

Brainerd as no maximum parking requirements, no minimum EVs, micro-mobility, and bicycle parking facilities requirement.

Brainerd's Zoning Bylaw did not include any information about the thresholds for providing barrier-free parking spaces.

3.15. Municipal Scan Comparison

Table 14 summarizes the findings from the Municipal Scan. The following observations can be made.

- The following municipalities had no Minimum Parking Requirements for at least some land-uses for the downtown area: Sudbury, Thunder Bay, Kingston, Sarnia, Windsor, Kitchener, Marquette, Traverse City, and Brainerd
- The following municipalities established Maximum Parking Requirements: Kingston, Kitchener, and Marquette
- The following municipalities established EV Parking Requirements: Kingston and Kitchener
- None of the municipalities established Minimum Micro-Mobility (e-bike and scooters) Parking Requirements
- The following municipalities established Minimum Bicycle Parking Requirements for at least one of their land uses zones: Sudbury, Thunder Bay, Kingston, Windsor, Kitchener, Marquette, and Traverse City
- All of the municipalities stated minimum requirements for Barrier Free Parking spaces except for Oshawa, Traverse City, and Brainerd.
- Kitchener and Kingston were the only municipalities that have implemented no minimum parking requirements, maximum parking requirements, some level of EV parking requirement, and minimum bicycle parking requirements.

Table 14: Municipal Scan Summary

Criteria	Sault. Ste Marie	Sudbury	Thunder Bay	North Bay	Kingston
How are parking requirements classified based on location?	Downtown versus not in Downtown	Downtown Commercial Zone (C6) versus all other zones	Zones based on land-use categories	Based on whether facility is in Core Commercial (C1 or C2) Zone or not	City developed 5 Parking Areas that were used for residential parking requirements
Minimum Parking Requirements?	Minimum parking requirements for commercial and residential land-uses within the City	No minimum parking requirements for non-residential land uses in the Commercial Downtown Area. Minimum non-residential parking requirements for all other zones Minimum residential parking requirements for all zones	No minimum parking requirements for rural, institutional & commercial, and natural heritage land-use No minimum parking requirements for non-residential land uses in the Pedestrian Commercial and most of Major Industrial land-uses Minimum parking required for other zones	Minimum parking required for all zones and land-uses except for a few permitted uses in C1/C2 Zone	No minimum parking requirements for any non-residential land-use in the city.
Established Maximum Parking Requirements?	No	No	No	No	Maximum number of parking spaces in all Parking Areas for residential land-use
Minimum EV Parking Requirements?	No	No	No	No	No minimum EV parking requirements, however, maximum number of parking spaces may be increased from under 1 to 1.25 if all parking spaces provided above max ratio are EV-ready. Additionally,1 car-share space that is EV-ready must be provided for every 4 spaces provided above the maximum ratio
Minimum micro-mobility Parking Requirements?	No	No	No	No	No
Minimum Bicycle Parking Requirements?	No	Minimum bicycle parking requirements for all zones	No minimum bicycle parking requirements for rural, institutional & commercial, and natural heritage land-use Minimum bicycle parking requirements for all other zones (short and/or long-term)	No	Minimum long and short-term bicycle parking requirement for all Parking Areas for residential, retail, schools, and majority of commercial uses
Minimum Barrier-Free Parking Requirements?	1-3: 1 (no need to mark as barrier-free parking) 4-10: 1 11-35: 2 36-50: 3 >50: 3 + Additional 1 space per 50 spaces after 50	1-9: 0 10-50: 1 51-100: 2 >100: 2 + Additional 1 space per 50 spaces after 100	0-4: 0 5-12: 1 Type A 13-100: 4% of total parking spaces be accessible 101-200: 1 + 3% of total parking spaces be accessible 201-1000: 2 + 2% of total parking spaces accessible >1000: 11 + 1% of total parking spaces accessible	0-9: 0 10-30: 1 31-60: 2 61-90: 3	1-12: 1 Type A 13-100: 4% of total parking spaces 101-200: 1 + 3% of total parking spaces 201-1000: 2 + 2% of total parking spaces >1000: 11 + 1% of total parking spaces

Criteria	Sault. Ste Marie	Barrie	Sarnia	Windsor	Oshawa	Kitchener
How are parking requirements classified based on location?	Downtown versus not in Downtown	No differentiation based on location	Exceptions to the minimum parking threshold provided for certain zones. Majority of the zones have same thresholds	Parking requirements differentiated based on whether facility is in Central Business District (CBD) or Business Improvement Areas (BIAs)	No differentiation based on location	City uses UGC, MIX, and all other zones to differentiate minimum and maximum parking requirements
Minimum Parking Requirements?	Minimum parking requirements for commercial and residential land-uses within the City	Minimum parking required for all land-uses	In Downtown Zones, no minimum parking requirement for all permitted uses except multi-use apartment dwellings In certain parts of Commercial Zones, no minimum parking requirements as a result of an exception Minimum parking required for other zones	Removed minimum parking spaces required for most uses in CBD and BIA. All other areas have minimum parking requirements based on land use	Minimum parking required for all land-uses	UGC Zones have no minimum parking required for all uses except for office/office-related MIX Zones have equal or lower minimum parking requirement than all other zones for all use cases .
Established Maximum Parking Requirements?	No	No	No	No	No	All permitted use cases have maximum parking spaces requirements associated, similar to the minimum parking requirements
Minimum EV Parking Requirements?	No	No	No	No	No	A minimum of 20% of the parking spaces required for future *multiple dwellings* shall be designed to permit the future installation of electric vehicle supply equipment
Minimum micro-mobility Parking Requirements?	No	No	No	No	No	No
Minimum Bicycle Parking Requirements?	No	No	No	Minimum bicycle parking is required if total car parking spaces provided exceeds 10	No	Minimum bicycle parking requirements for all Zones and majority of use-cases
Minimum Barrier-Free Parking Requirements?	1-3: 1 (no need to mark as barrier-free parking) 4-10: 1 11-35: 2 36-50: 3 >50: 3 + Additional 1 space per 50 spaces after 50	0-4: 0 5-12: 1 Type A 26-50: 1 Type A and 1 Type B 51-75: 1 Type A and 2 Type B 76-100: 2 Type A and 2 Type B >100: 1 + 3% of total parking spaces accessible	1-25: 1 Type A 26-50: 1 Type A and 1 Type B 51-75: 1 Type A and 2 Type B 76-100: 2 Type A and 2 Type B 101-1000: 2-11 Type A and Type B, based on total parking spaces provided >1000: 11 + 1% of total parking spaces equally divided between Type A and B	1-25: 1 Type A 26-100: 2% of parking spaces for Type A & B 101-200: 1.5% for Type A + 0.5 + 1.5% for Type B 201-1000: 0.5+1% for Type A + 1 + 1% for Type B >1000: 5+0.5% for Type A + 5.5 + 0.5% for Type B	-	1-12: 1 13-100: 4% of total parking spaces 101-200: 1 + 3% of total parking spaces 201-1000: 2 + 2% of total parking spaces >1000: 11 + 1% of total parking spaces

Criteria	Sault. Ste Marie	Guelph	Marquette, Michigan	Traverse City, Michigan	Brainerd, Minnesota
How are parking requirements classified based on location?	Downtown versus not in Downtown	No differentiation in residential and most commercial uses by different zones. Only difference is for shopping malls in certain locations within the city.	City uses Residential, Central Business District (CBD), Commercial, Mixed-Use, and Industrial	City uses Residential, Commercial, Regional Centre, Industrial, Development, University and Mixed Use. Parking requirements are similar for all classifications except Regional Centre (C-4) zone.	City uses Rural, Garden, Contemporary Neighbourhoods, Commercial, Traditional Neighbourhoods, Town Center, Main Street, Industrial, Employment, and Public zoning districts.
Minimum Parking Requirements?	Minimum parking requirements for commercial and residential land-uses within the City	Minimum parking required for all zones and land-uses	CBD have no minimum parking required for all uses except for residential. Lower minimum residential parking threshold in CBD than other zones. Reduction in parking required can be applied based on number of parking spaces required.	Regional Centre (C-4) has no minimum parking required for all uses No minimum parking requirement for residential uses in all zones No minimum parking requirement for properties within 500 ft of transit centre or public parking structure Other zones had minimum parking requirements	No minimum parking requirements for Commercial Corridor, General Commercial, Town Center, Main Street, and General Industrial Zoning Districts. Other zones had minimum parking requirements
Established Maximum Parking Requirements?	No	No	Maximum number of parking provided cannot exceed 120% of the minimum parking thresholds for all land uses.	No	No
Minimum EV Parking Requirements?	No	No	No	No	No
Minimum micro-mobility Parking Requirements?	No	No	No	No	No
Minimum Bicycle Parking Requirements?	No	No	Minimum short- and long-term bicycle parking requirement for one of the corridors and a few land-uses	Minimum bicycle parking requirements wherever the off-street parking is required for vehicles. Furthermore, a bicycle rack may replace 1 vehicle parking space requirement.	No
Minimum Barrier-Free Parking Requirements?	1-3: 1 (no need to mark as barrier-free parking) 4-10: 1 11-35: 2 36-50: 3 >50: 3 + Additional 1 space per 50 spaces after 50	2-50: 1 51-200: 2 201-300: 3 301-400: 4 >400: 4 + 1 per 100 spaces	1-25: 1 26-50: 2 51-75: 3 76-100: 4 101-150: 5 151-200: 6 201-300: 7 301-400: 8 401-500: 9 501-1000: 2% >1000: 20 + 1 per 100 additional spaces over 1000	-	-

3.16. Permitted Uses – Minimum Threshold Comparison

In addition to the overall parking policy, CIMA+ also compared the minimum parking thresholds for key permitted uses across various municipalities. This was done to evaluate whether there is possibility of reducing minimum parking thresholds for certain permitted uses within the City. **Table 15** summarizes the comparison of thresholds. It should be noted that the comparison was completed for downtown areas, where possible. The following observations can be made:

- 10 of the 13 municipalities had at least one land-use case where no minimum parking was required whereas the City had none
- For residential land use, 8 of the 13 municipalities had lower minimum parking requirement rate than the City
- For convenience stores, all of the municipalities had lower minimum parking requirement rate than the City
- Generally, majority of the municipalities either had lower parking requirements or different unit of measure than the City

Based on this comparison, the City can consider either reducing and/or removing minimum parking thresholds for majority of the permitted uses within the downtown area. For example, the City may consider reducing the requirements for residential uses from 1.25 to 1.

Furthermore, for strip plazas, the City may consider removing the minimum parking requirements as the current minimum requirement of 3.5 spaces per 100 m^2 was amongst the highest.

Table 15: Permitted Use – Minimum Thresholds Comparison

Permitted Use	Sault Ste. Marie	Sudbury (Outside of C6)	Thunder Bay (DN)	North Bay (C1)	Kingston	Barrie	Sarnia (D)	Windsor (CBD and BIA)	Oshawa	Kitchener (UCG and MIX)	Guelph	Marquette, MI	Traverse City, MI	Brainerd, MN
Residential Uses (per dwelling unit)	1.25	1	0.2	1-4 units:0 >4 units: 0.5	PA1, PA2: 0.4 PA3: 0.6 PA4: 0.8 PA5: 1	1.5 In Urban Centre: 1	multiple use apartment dwellings: 1.5	CBD: >6 units: 1	single/semi detached: 2 apartment (rental): 1+0.33 apartment (condo): 1.45+0.3	UCG: no min multiple residential building in MIX: 0.9	single/semi detached: 1 apartment: 0-20 units: 1.5, >20 units: 1.25	single/semi detached: 1.25 3-4 units: 1.125 5+ units: 1	no min	no min
College /University	1/2 employees + 1 space/10 students with full time enrolment	1/100 m^2 net floor area + 1/5 students	no min	1/50m^2	no min	1/classroom + 1/10 students	no min	no min	15/class	no min	no min	no min	no min	no min
Convenience Stores	3.5 for 1st 1000m^2; 1/200m2 for rest	1/33m^2	no min	no min	no min	1/30m^2	no min	no min	1/24m^2	UGC: no min MIX: 1/40 m^2	1/16.5m^2	no min	no min	no min
Elementary School	1.25/classroom	2/classroom	no min	2/classroom	no min	1/classroom and office	no min	1.5/classroom or teaching area	1.5/class	no min	1/class + 4 visitor spaces	no min	no min	no min
Secondary School	5/classroom	6.5/classroom	no min	5/classroom	no min	1/classroom and office +1/per 10 students	no min	1/classroom or teaching area AND 1/22.5 m^2 of cafeteria, auditorium, gymnasium and other area of assembly	3/class	no min	3/class	no min	no min	no min
Food Services	0.1/persons	1/12.5m^2	no min	no min	no min	1/ 4 persons	no min	restaurant: 0 for the first 90 m^2 AND 1 for each additional 15 m^2	1/11m^2	UGC: no min MIX: 1/7.5m^2	tavern: 1/7.5m^2 take-out: 1/9m^2	no min	no min	no min
Hospitals	2/100m^2	2/bed	no min	1/two beds or per every 40m2 of floor area, whichever is greater.	no min	1/50m^2	no min	1/bed	1.8/bed + 1/90m2 GFA of outpatient clinic space	no min	1.25/bed	no min	no min	no min
Industrial Plazas	2/100m^2	1/90m^2 + 1/30m^2 net floor of	no min	1/100m^2	no min	1/70m^2 2 spaces min	no min	1/45 m^2	1/45m^2	UGC: no min MIX: 1/40 m^2	1/100m^2	no min	no min	no min

Permitted Use	Sault Ste. Marie	Sudbury (Outside of C6)	Thunder Bay (DN)	North Bay (C1)	Kingston	Barrie	Sarnia (D)	Windsor (CBD and BIA)	Oshawa	Kitchener (UCG and MIX)	Guelph	Marquette, MI	Traverse City, MI	Brainerd, MN
		accessory office												
Manufacturing	1/employee	1/20m²	no min	1/100m²	no min	1/70m² of gross floor area	no min	1/45 m² GFA for the first 2,700 m² GFA AND 1/additional 180 m² GFA	1/45m²	UGC: no min MIX: 1/90 m2 GFA	1/100m²	no min	no min	no min
Office Uses	3.5/100m²	1/20m²	no min	1/30m²	no min	1/30m² of gross floor area with a min. 2 spaces	no min	1/27m²	1/28m²	UGC: 1/50m² MIX: 1/33m²	1/33m²	no min	no min	no min
Shopping Centres	3.5/100m²	1/25 m²	no min	no min	no min	1/18.6m²	no min	no min	1/21m²	UGC: no min MIX: 1/40 m²	1/18m²	no min	no min	no min
Strip Plazas	3.5/100m²	1/33 m²	no min	no min	no min	1/30m² 2 spaces min	no min	no min	1/24m²	UGC: no min MIX: 1/40 m²	1/18m²	no min	no min	no min
Warehousing, Wholesaling and Distribution Centres	1 /employee on the largest shift	1/90 m², plus 1/30 m² of accessory office	no min	1/ 100m²	no min	Warehouse:1 /1,000m² of gross floor area Wholesale: 1/50m² of gross floor area	no min	1/200 m²	1/90m²	no min	1/200m²	no min	no min	no min

LEGEND

same as SSM
less than SSM
more than SSM
different unit than SSM
no minimum requirement

3.17. Public Parking Cost

3.17.1. Current Public Parking Pricing Strategy

The City currently operates several two-hour free parking lots, which offer both short- and long-term parking options. In addition, the City also operates and maintains electronic parking meters (2–3-hour limit) in the downtown core, which provides on-street parking for the visitors within the downtown area. The City currently utilizes Passport Parking Canada mobile application for parking booking and payment.

The city has implemented a hybrid approach, where certain parking lots have free 2-hour parking period but any period of parking beyond the 2-hour limit is charged. However, for the on-street parking, there is a 2–3-hour time restriction for the parking duration and the entirety of the parking duration is chargeable. This approach monetizes the more in-demand on-street parking locations and longer-term parking.

Based on the 2017 Downtown Parking Public Consultation, Study Options & Recommendations Report, the cost of providing 2-hour free parking was $190,000. The public sentiment was strongly against discontinuing the 2-hour free parking, with the main reason being that the 2-hour free parking incentivizes people to visit downtown businesses. There were four options evaluated as part of this study:

1. Status Quo – Keep 2-hour free parking
2. Retain 2-hour free parking & charge for parking after 2-hour window
3. Re-introduce 2005 “Downtown Levy” to pay for 2-hour free parking
4. Transfer responsibility of the entire downtown parking operation & relate costs/revenues to the Downtown Association

The recommendation from the 2017 study was to retain 2-hour free parking and charge for parking after the 2-hour window, which was expected to reduce the shortfall of providing free parking from $190,000 to $83,000.

3.17.2. Public Parking Rates – Municipal Scan

Table 16 summarizes the public parking rates and the level of free parking provided during the weekday within the municipalities reviewed in Section 3. CIMA+ reviewed the hourly and monthly parking rates to compare the fees charged for short-term and long-term parking. Overall, the hourly parking rate in downtown areas of municipalities reviewed is between $1 - $3, with an average of $1.72. The City’s hourly parking rate is $1.45, which is slightly below the average. The average monthly parking rate for municipalities is $151.00, which is significantly higher than the City’s monthly parking rate of $51.05. The City’s monthly parking rate is the fourth lowest out of the 13 municipalities that monthly parking rates were available.

The City is one of the eight municipalities that provide some level of free parking during the weekday at certain locations within the downtown area. Moreover, the City provides the highest free parking period (tied with Sudbury, Sarnia, Kitchener, Guelph, and Brainerd) amongst the municipalities reviewed.

Table 16: Parking Rate Comparison

Municipalities	Free Parking During Weekday	Hourly Public Parking Rate	Monthly Public Parking Rate
Sault St. Marie	**2-hour free**	**$1.45**	**$51.05**
Sudbury	2-hour free (specified lot)	$1.30	$82.00
Thunder Bay	None Provided	$1.50	$65.00
North Bay	1-hour free on street (2HR Lot)	$1.00-$1.50	$201.87-$352.45 QT
Kingston	None Provided	$1.50 - $2.00	$86.75 - $149.25
Barrie	None Provided	$1.50	$66-82.50
Sarnia	2-hour free	$1.00	$22-$50
Windsor	None Provided	$2.00	$74.58-$124.30
Oshawa	None Provided	$1.25	$73.00 - $87.00
Kitchener	2-hour free	$2.40	$140.35
Guelph	2-hour free	$3.00	$77.77-184.48
Marquette, MI	15-minute free	$1.00	$30.00-$65.00
Traverse City, MI	30-minute free	$1.50	$50.00
Brainerd, MN	3-hour parking	N/A	$15-$40

4. Main Findings and Final Recommendations

As presented in detail in **Section 2** of this document, the maximum occupancy for all off-street parking lots was less than 80% with the exception of Spring/March (84%) and Heritage (88%) parking lots. With respect of on-street parking areas the maximum occupancy was also less than 80%, except for Queen Street between Spring & March (83%) and Queen Street between Elgin & Bruce (80%).

Although this particular behaviour can be explained due to the relatively small number of parking spaces available at these locations as well as the location of these parking areas, the observed parking behaviour cannot be extended to the rest of the parking areas servicing the area under study.

As such, from the analysis presented in **Section 2** of this document the following elements can be highlighted for further discussion:

- **Parking Demand and Supply are not evenly distributed along the Study Area**. As previously stated, the parking supply exceeds the exciting demand. Although this trend is more visible on areas near the Downtown Core (Parking Areas 1 and 2), it was possible to observe that areas east and south of the Downtown Core are less “attractive” from a parking perspective.
- **Demand for parking is not dependent on time-of-day**. Although the area under study includes a variety of land uses – each one with a different demand for parking, the results of the parking survey does not reflect a significant variation of parking demands along the day.
- **Demand for parking cannot be directly linked to walking distance**. As presented in **Figure 8**, the majority of the area under study provide access to a parking location under a 250-metre radius. From that perspective, it can be considered that drivers will be able to find a parking space near their final destination – and as such, walking distance is less relevant.
- **Parking occupancy is highly affected by parking limits**. The results of the parking survey shows that the average occupancy of on-street parking areas is less than 2 hours – which is within the parking time limit of 2 hours within the study area. These results align with the findings of the 2017 Downtown Parking Public Consultation, Study Options & Recommendations Report.

With respect of the current content of the Zoning By-Law 2005-150, the results of the Jurisdictional Scan described in detail in Section 3 of this document provides the basis for the following elements for discussion:

- **Minimum Parking Requirements**. Although the parking analysis completed as part of this phase of the assignment focused on the City’s Downtown area, it was observed that The City’s existing public parking supply exceeds the demand, as shown in **Section 2**. Furthermore, the current public parking utilization is well below the high threshold of 85%. Many of the jurisdictions that were included in the municipal scan have no minimum parking requirements for variety of non-residential permitted uses in the downtown area.
- **Maximum Parking Requirements**. Only 3 of the 13 municipalities (Kingston, Kitchener, and Marquette) included in the Jurisdictional Scan have introduced maximum parking requirements within the downtown area. In should be noted that these three municipalities do not have minimum parking requirements in the downtown area.

- **Minimum Barrier Free Parking Requirements**. The City's existing barrier-free parking requirements were one of the highest amongst the municipalities evaluated.
- **Electric Vehicles (EV) Parking Requirements**. Kitchener and Kingston are the only municipalities that had EV parking requirements, with Kitchener being the only one to include minimum EV parking requirements for future multi-dwelling buildings. None of the Northern Ontario municipalities had any EV parking requirements.
- **Bicycle Parking Requirements**. 7 of the 13 municipalities (Sudbury, Thunder Bay, Kingston, Windsor, Kitchener, Marquette, and Traverse City) have minimum bicycle parking requirements. The City currently has no minimum bicycle parking requirements.
- **Micro-mobility Parking Requirements**. None of the municipalities reviewed had micro-mobility parking requirements in their by-laws.
- **Parking Fees**. The City's current hourly parking rate seem reasonable as they are fairly close to the average hourly parking rate of comparable municipalities. Additionally, the City's strategy for providing free-parking areas within the downtown is also in-line with many of the municipalities reviewed. It was noticed that the current monthly parking rates are lower than comparable municipalities.

Based on these preliminary findings it is possible to introduce the following recommendations for review and comments. It is expected that this section of the document will be refined as part of the completion of the Final Report.

4.1. Updates to the existing Zoning By-Law (2005-150)

4.1.1. Minimum Parking Requirements

It is recommended that the City introduce no minimum parking requirements for at least non-residential permitted uses within the downtown area. If no minimum parking requirements for non-residential permitted uses is not feasible, the City should consider lowering the minimum parking requirements in the downtown area, as the existing parking supply is deemed reasonable for the estimated public parking demand.

4.1.2. Maximum Parking Requirements

It is recommended that the City consider introducing Maximum Parking Requirements in conjunction with no minimum parking requirements to ensure that the parking supply is controlled and does not result in a significant surplus.

4.1.3. Minimum Barrier Free Parking Requirements

No adjustments to the City's current requirements are recommended.

4.1.4. Electric Vehicles (EV) Parking Requirements

EV parking requirements are not recommended in the short-term. In the long term, the City may consider that the Government of Canada has introduced regulations that would require at least 20% of new vehicles solid in Canada be zero emission by 2026, 60% by 2030, and 100% by 2035.

Although as of 2022, only 8% of all new vehicles sold in first quarter of 2022 was electric vehicles this trend may change in the following years. As such, it is recommended that the City monitor the sales/registration of EVs within the City to evaluate whether EV parking requirements are currently necessary within the City.

4.1.5. Bicycle Parking Requirements

Active Transportation infrastructure (i.e., painted bicycle lanes, grade-separated multi-use pathways) plays an important role in promoting active transportation modal use. The more well-connected the active transportation infrastructure is within the City; the cyclists are more likely to use it. As such, the bicycle parking requirements should be considered in conjunction with the existing and/or proposed active transportation infrastructure.

It is recommended that the City introduce bicycle parking requirements, in areas where there is existing and/or proposed active transportation infrastructure will support bicycle use. It is recommendable that this should be evaluated initially at a corridor-by-corridor basis, before developing an area-wide policy regarding bicycle parking requirements.

4.1.6. Micro-mobility Parking Requirements

Similar to the minimum bicycle parking requirements, the active transportation infrastructure plays a key role in the micro-mobility usage within the City. The need to micro-mobility parking would be highly dependent on the demand for micro-mobility vehicles such as scooters and e-bikes in the City. Subsequently, the demand for micro-mobility vehicles is highly dependent on the existing and proposed infrastructure (i.e., dedicated multi-use pathways, charging stations) that would support micro-mobility within the City.

As such, it is recommended that the City should consider the demand (i.e., registration, sales) in conjunction with the infrastructure before implementing micro-mobility parking requirements in the future.

4.2. Modifications to Current Parking Supply

The results of the Spatial Analysis presented in detail in **Section 2.5** of this document suggested that there is an opportunity to reduce the amount of parking spaces servicing the Study Area without having an impact on the availability of parking.

Although this surplus on available parking was identified for all zones included in the Spatial Analysis, it can be recommended that the potential reconfiguration of parking areas in Zone 2 can be the most adequate subject for further discussion.

To this purpose it is recommended that the Average Occupancy can be used as the main measure of performance to determine those locations in which a change on the current use will cause the less effect on parking availability.

For example, a primary candidate for this potential reutilization is the Parking Lot located in Queen Street (between Bruce Street and Elgin Street) due to the fact that the Average Parking

Occupancy is 16% - almost 4 times less than the occupancy of the nearest parking lot in Albert Street.[8]

4.3. Modifications to Current Parking Fees

Similar to the 2017 Report, the parking occupancy results do not support the need for changes on the current parking fees framework. However, it can be recommendable to modify the current parking data collection technology to support a parking rate differentiation between the different zones presented in Section 2 of this document.

The City currently utilizes the Passport Inc to manage parking payment solutions within the downtown area. The Passport Inc provides the City with raw parking data on a monthly basis, which is classified per off-street parking area and aggregated for on-street parking areas. To monitor the parking utilization and trends on an on-going basis, it is recommended that the City integrate the Passport parking data with the existing GIS data to create a *Public Parking Dashboard.*

Based on the review of the Passport sample data provided, it is recommended that the City consider geo-coding the on-street parking data (the data provided was not geo-coded) to monitor the on-street parking utilization.

The City can use the geo-coded Public Parking Dashboard to make public parking decisions such as mitigation strategies for areas of high-utilization, longer-term parking requirements, review of parking duration limits, etc.

[8] The presence of a telecommunications tower in the vicinity of the parking lot should be also an item for consideration.

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A

Appendix A: Public Consultation Summary Report

SUBMITTED BY CIMA CANADA INC.
400–3027 Harvester Road
Burlington, ON L7N 3G7
T: 289 288-0287 F: 289 288-0285
cima.ca

Irwin Dentistry
123 March Street, Suite 403
Sault Ste. Marie, ON
P6A 2Z5
nick@irwindentistry.ca

June 23, 2024

RE: March/Spring Parking Lot

To Mayor Shoemaker & Sault Ste. Marie City Councillors:

I am writing this letter as a concerned business owner in the downtown core.

My wife, Dr. Olivia Trzcinski, and I (Dr. Nicholas Irwin) own a dental practice in the building located at 123 March Street - Irwin Dentistry. This was previously the practice of Dr. Bruce Lattimer and has been in operation since 1978 at this same location. We provide basic and emergency dental care to over 3000 members of this community.

Our practice sees anywhere between 30-40 patients per day and the vast majority of these patients rely on public parking when they attend their appointments. The specific parking lot that our patients use is the March/Spring lot.

Over the past few years, we have had many patients show up late to their appointments, complaining that they were unable to find a parking spot in the March/Spring lot. Many of these patients have resorted to parking in our private Soo Centre lot, resulting in parking fines.

I do not understand why one business is being given the opportunity to lease public parking spaces over other businesses in this area. Why is my dental practice, which has existed downtown for decades, ineligible to lease parking spaces in the March/Spring lot? If the city is concerned about revenue, why not make this entire lot paid parking, equally available to everybody?

The proposed reduction in parking spaces will be detrimental to downtown businesses and will continue to force businesses to relocate to the north end of the city. It will also hinder future businesses from opening in this area due to limited parking availability. I urge Mayor and Council to reconsider leasing these parking spaces in the March/Spring lot and other lots.

Sincerely,

Dr. Nicholas Irwin

Rachel Tyczinski

Subject: FW: A Letter to City Council

I am writing to express deep concern regarding the proposal to lease out parking spots in the Brock Street parking lot, which directly impacts our downtown business, The Healing Loft (located at 719 Queen Street East).

As a co-owner and representative of The Healing Loft, we provide essential health and wellness services to our community. Our facility hosts psychotherapists, a massage therapist, an esthetician, a reiki teacher, several reiki practitioners, and approximately six yoga instructors.

We operate sessions throughout weekdays and also offer daily group yoga classes attended by 15-20 participants per session. Many of our clients rely on the availability of parking at the Brock Street lot, which is conveniently located for their visits.

Losing access to this parking lot would significantly disrupt our operations and affect our clients' ability to reach us. Our clients often visit seeking to improve their health and well-being, and convenient parking is crucial for their accessibility to our services. The potential leasing of these parking spots would not only inconvenience our clients but also discourage new visitors from coming downtown, thereby impacting our business and the broader downtown community.

Additionally, the Brock Street lot frequently operates at or near capacity, underscoring its importance as a vital parking resource for downtown businesses and visitors alike.

We urge you to consider these factors carefully before making any final decisions. We believe it is crucial to consult with downtown businesses, like ours, to fully understand the potential ramifications of leasing so many of these parking spots.

Therefore, we respectfully request that you either reconsider this proposal or postpone the decision until you have had an opportunity to engage in meaningful dialogue with the local businesses who will be impacted.

Thank you for considering our perspective on this matter. We are eager to work collaboratively to find solutions that support the vibrancy and accessibility of our downtown area while accommodating the interests of all businesses and residents.

With Gratitude, Sarah Fratesi. Co-Owner, The Healing Loft Inc.

Amanda Comegna

From: mayorsoffice
Subject: FW: Request to Maintain Public Parking in Brock/Albert and Spring/March areas

From: Ashleigh Jarrett
Sent: Sunday, June 23, 2024 9:00 PM

Subject: Request to Maintain Public Parking in Brock/Albert and Spring/March areas

Hello,

It has come to my attention that during this Monday's City Council Meeting (24 June 2024) the North Shore Tribal Council and Social Services will be asking to lease up to 90 parking spots (from the Brock/Albert and Spring/March two hour parking lots.

As a regular customer of downtown businesses in this area, I urge you **not** to grant this request. Removing these parking spaces from public use will have a significant impact on my ability to find parking when visiting these Queen Street businesses, which I currently frequent several days a week on a regular basis.

Kind Regards,
Ashleigh

Amanda Comegna

From: mayorsoffice
Subject: FW: Brock/Albert Street & Spring St. parking - public parking

From: BARBARA
Subject: Brock/Albert Street & Spring St. parking - public parking

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

It has come to my attention that there is a motion to significantly reduce the number of public parking spots at both the Spring Street & Brock/Albert lots. I am very concerned as I use both lots regularly, not only for shopping at local businesses, going to restaurants, but also to go to physiotherapy and take my daughter to dance.

Our downtown has been suffering yet there are valiant businesses working really hard to being life to the area. If public parking is reduced, then fewer of us will bother to come downtown.

Please, reject the ministry and association's requests to privatize/lease public parking spots. Parking downtown is frustrating enough .

I hope you put the needs of our downtown and the individuals in our city first instead of privatizing and reducing the number of free parking spots.

Thank you.

Barbara Finch

Amanda Comegna

From: mayorsoffice
Subject: FW: Brock/Albert parking lot

From: Lash Amore
Sent: Sunday, June 23, 2024 9:05 PM
Subject: Brock/Albert parking lot

Good evening,

I'm emailing in regards to social services, etc wanting to lease the free 2 hour parking lots. I pay $50 a month to park here and run my small business downtown on Queen st. Where are we small businesses as well as our clientele supposed to park if you take this away? Queen st parking costs clients money as well as is unavailable due to construction. The meters rarely work there and our clients are still ticketed as a result and being told they need to "find the next closest meter" which is absurd.

It is difficult and unsafe enough as it is to park and run a small business currently downtown due to the homelessness and very public drug use. We are seeing more and more businesses forced to shut down or relocate. We have already lost one parking lot due to the Soo market.

Where do you propose we are to park to work or attend businesses in the downtown core? Keep parking accessible.

Thank you for your consideration,
Brianna Hult

Sent from Outlook for iOS

Amanda Comegna

From: mayorsoffice
Subject: FW: Parking Lots

From: CARRIE ANICH **Subject:** Parking Lots

Hello,

The agenda for the City Council Meeting states The North Shore Tribal Council and Social Services are asking to lease up to 90 parking spots (long term) from the Brock/Albert and Spring/March two hour parking lots.

My family does not support taking away a significant number of spots from the Brock/Albert lot as these spots are needed when we park to visit downtown businesses. My daughter has many activities and we use these lots most weekdays along with many other families.

Thank you,
Carrie McBride

Amanda Comegna

From: mayorsoffice
Subject: FW: Safety concerns

From: Carrie Apostle
Sent: Sunday, June 23, 2024 11:24 PM
To: mayorsoffice <mayorsoffice@cityssm.on.ca>
Subject: Safety concerns

Honourable Mayor, I add my nay vote to the loss of 90 parking spots to the North shore, tribal council, and social services. There are a lot of other grandparents like me who would have to struggle more to get our young ones (some as little as 3 years old) to Studio Dance Arts (near the corner of Brock and Queen). I am trying to support businesses along that whole block as well which would pose a challenge when I significant number of spots are gone.
Thank you for your attention.
Keep up the good work. I know leaders have to take tough decisions.
I pray to the right one.

Carrie Apostle
Sent from my iPhone

Amanda Comegna

From: mayorsoffice
Subject: FW: Subject: Urgent: Concerns Regarding Leasing of Brock/Albert Public Parking Lot

From: The Dance Store
Sent: Sunday, June 23, 2024 8:09 PM
Subject: Subject: Urgent: Concerns Regarding Leasing of Brock/Albert Public Parking Lot

Dear Mayor Matthew Shoemaker, City Councillors, and the Downtown Association,

I hope this email finds you well. I am writing to express my concerns regarding the proposal to lease out a significant number of parking spaces in the Brock/Albert public lot to The North Shore Tribal Council and Social Services. While I fully support the intended beneficiaries and their right to have accessible space, I need to address the critical implications this decision would have on our local businesses, patrons, and the overall vitality of Downtown Sault Ste. Marie.

As the owner of The Dance Store at 612 Queen St. E., I can attest to the vital role the Brock/Albert public parking lot plays in facilitating the daily operations of businesses in the Square One block. This lot is the primary, and in most cases, the only available parking for many business owners, employees, and customers.

Considering the range of businesses concentrated in that area—such as music schools, fitness clubs, yoga studios, and dance studios—thousands of individuals, including children and their parents, rely on the convenience and safety of the Brock/Albert parking lot. Many of these visitors attend daytime and evening, and it is already a challenge for them to park safely due to the ongoing issues related to addiction and homelessness in the downtown area. The prospect of having to walk even further during late hours would undoubtedly deter them from visiting local businesses, which in turn would affect their patronage and the business community's ability to thrive.

Allocating over 50% of the Brock/Albert parking spaces to only two organizations would significantly reduce the parking availability, making it incredibly difficult for businesses to maintain their day-to-day operations and sustain their customer base. It would not only be unfair and illogical but also detrimental to our collective efforts in revitalizing our downtown area.

Downtown Sault Ste. Marie needs to accommodate all community members equally, ensuring that there are sufficient parking spaces to encourage activity, support thriving businesses, and cultivate a welcoming gathering spot for the community. Eliminating vital parking spaces from the Brock/Albert lot contradicts these objectives and will likely undermine the economic stability of businesses in the Square One block.

I kindly urge you to reconsider this proposal in the light of the adverse effects it would have on the existing businesses and their patrons. Assessing the full impact on the local economy and the safety of our community members should be a priority. Let us work together to find alternatives that can accommodate the needs of all parties without compromising the integrity and accessibility of our beloved downtown area.

I sincerely appreciate your understanding and attention to this critical matter.

Warm regards,

JB Faulkner
Owner

--

Thank you for shopping with us!

The Dance Store
612 Queen Street East
Sault Ste. Marie, Ontario
P6A 2A4 Canada

Telephone: 705-230-8720 **Website: www.thedancestoresault.com**

Amanda Comegna

From: mayorsoffice
Subject: FW: Brock/Albert and Spring/March parking lots

From: Jill Dubien **Subject:** Brock/Albert and Spring/March parking lots

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

Dear Mr. Shoemaker and city councilors,

It has come to my attention that there will be discussion at tonight's City Council meeting regarding leasing up to 90 parking spots from the Brock/Albert and Spring/March parking lots to The North Shore Tribal Council and Social Services.

I do not support this. My child dances at Studio Dance Arts on Queen St. and parking is already incredibly difficult to find. Our studio dancers and parents depend on using parking spots from both of these lots. Hundreds of families depend on these parking spots each week. I don't need to tell you that the downtown core has it's fair share of problems with homelessness and drug abuse. On a regular basis, both my daughter and I witness people doing drugs, people acting bizarre and high on drugs, crime, people abusing drugs right on the street, domestic disputes, people begging for money and food and much more. These are not isolated events. They happen on a regular basis. They approach us while walking to the dance studio. My daughter does not feel safe walking to her own dance studio in our downtown. Thankfully, I am most often with her for safety, but she just turned 17 years old and within the next month will be obtaining her full driver's license and driving herself to her dance studio. She will need to park in these lots and walk Queen st to the dance studio on her own. It is imperative that these children have access to suitable and close parking. Because they are students, they dance after school and into the evenings - many times until 9:30pm. Often, especially in the Winter, it is dark when they leave and these kids need to feel safe and have access to close parking. If 90 parking spots are leased out, that will make finding an appropriate parking spot even harder. I do not feel comfortable having my daughter park far away from the dance studio and having to walk to the dance studio on her own from even further away just because there is no available parking. These closer spots are imperative to their safety. My child should not have to feel she is not safe just walking to her dance studio. It's not right. Our downtown should be a safe place, but until it is, any measure to mitigate our children's fear would be appreciated.

Please keep these parking spots open to the public.

I appreciate your attention to this matter.

Sincerely,

Jill Dubien

Amanda Comegna

From: mayorsoffice
Subject: FW: North Shore Tribal Council Parking Request

From: kevin kulmala

Hello Everyone

I was recently informed that there would be a request by North Shore Tribal Council and Social Services to enter into a long term lease agreement with the city to lease up to 90 parking spaces from the Brock/Albert and Spring/March parking lots.

I have 2 little girls that take dance lessons in that vicinity and this will impact our routine. We already don't enjoy commuting to the lessons because we don't feel safe having to skirt around the homeless/drug addict population, so please don't make matters worse by impacting where we can park.

Please reject their request.

Thank you,
Kevin Kulmala

Amanda Comegna

From: Mayor Shoemaker
Subject: FW: Public Parking

From: Kurt MacDonald
Sent: Sunday, June 23, 2024 8:29 PM
Subject: Public Parking

Good day,

I have recently learned that there is a request for parking spots to be assigned to social services and the tribal council.

These spots are crucial for visiting the downtown core and the downtown community.

There is no good reason why the employees of the two services must have a private lot and not just park in the already public spaces. Especially considering both services are a public service.

I do not support this and I don't feel our council should either.

Kindest regards,

Kurtis MacDonald

Rachel Tyczinski

Subject: FW: Public Parking

From: Laurie Krezek
Sent: Monday, June 24, 2024 12:29 PM
Subject: Public Parking

Hello,

I hope this message finds you well. My name is Laurie Krezek, and I am the owner of two commercial buildings located in the downtown area. For over 20 years, my clients have relied on the convenience of parking in the two-hour parking lot on Brock Street.

I recently became aware of a decade-long study conducted by the city to assess the parking demand in this lot. Upon reviewing the findings, I respectfully urge you to consider several factors that may not have been adequately accounted for during the study period, particularly the impact of the Covid-19 pandemic. The pandemic significantly altered work schedules and business operations, with many establishments adjusting their hours and capacities. As we are just now transitioning back to normalcy, it's crucial to reassess the parking needs in light of these changes and disregard the time periods when we were required to close our businesses.

Furthermore, I believe the study's operational hours, from 9 AM to 3 PM, may not accurately reflect the peak demand periods for our downtown businesses. Many stores, cafés, and restaurants do not open until 10-12, and the school system, along with most office jobs, extends beyond the study's closing time and is a peek period for parking. It's essential that the study accurately captures the parking dynamics during actual business hours to provide a fair assessment of the parking requirements.

Moreover, I have spoken extensively with over 100 business owners, managers, and staff members, all of whom rely heavily on the availability of two-hour customer parking and are concerned to be losing so many parking spots.

Surprisingly, none of these businesses were informed of the proposal or tonight's City Council meeting until it was recently posted on the City’s website. Their unanimous feedback underscores the critical importance of maintaining this parking option for the thriving businesses that form the heart of our Downtown core.

Lastly, while I support the establishment of a Health Centre, I am concerned about the long-term leasing of parking spaces from our public lots without adequate consultation with affected businesses and more accurate studies.

In conclusion, I respectfully urge the City to reconsider its decision in light of these concerns and to ensure that any future proposals include comprehensive feedback from all affected businesses. The livelihoods of many downtown establishments depend on it.

Thank you for your attention to this matter.
Laurie Krezek

Amanda Comegna

From: mayorsoffice
Subject: FW: Brock/Albert lot

From: Marla Guzzo
Subject: Brock/Albert lot

Hello,

I'm emailing to express that I do not support taking away a significant number of spots from both the March/Spring and the Brock/Albert lot. I use these spots often when visiting downtown businesses and would find it difficult to support businesses downtown if I could not easily access parking with my two young children.

Kindly,

Marla Slumskie

Get Outlook for iOS

Amanda Comegna

From: mayorsoffice
Subject: FW: Downtown Public Parking

From: Marsha Dettorre
Subject: Downtown Public Parking

To all Concerning,

It is my understanding that on Monday June 24th at the City Council Meeting - The North Shore Tribal Council and Social Services are asking to lease up to 90 parking spots (long term) from the Brock/Albert and Spring/March two hour parking lots.

As a person who utilizes that parking lot, I do not support taking away a significant number of spots from the Brock/Albert lot. These spots are needed for not only myself to park when visiting our downtown businesses but for many others. This would undoubtedly negatively affect the small businesses in this area.

Thank you

Marsha D'Ettorre

Sent from my iPhone

Amanda Comegna

From: mayorsoffice
Subject: FW: Loss of downtown parking

From: matt kent
Sent: Sunday, June 23, 2024 8:52 PM
Subject: Loss of downtown parking

To whom it may concern,

I am one of those folks who still frequents the downtown area and it's businesses. The idea that some group could take away a large amount of rhe already significantly reduced parking for myself and others like me is just unacceptable.
The parking in the downtown core is for everyone. Not for one group who wants to flash some money and hold it exclusively for their clientele.

I urge you all to think about the broader effect this will have on the downtown businesses if people like myself can't find parking. It's obvious isn't it? The business will go elsewhere.

Amanda Comegna

From: mayorsoffice
Subject: FW: Request to Maintain Public Parking in Brock/Albert and Spring/March areas

From: Matthew Beleck
Sent: Sunday, June 23, 2024 9:09 PM

Subject: Request to Maintain Public Parking in Brock/Albert and Spring/March areas

Hello,

It has come to my attention that during this Monday's City Council Meeting (24 June 2024) the North Shore Tribal Council and Social Services will be asking to lease up to 90 parking spots (from the Brock/Albert and Spring/March two hour parking lots).

As a regular customer of downtown businesses in this area, I urge you **not** to grant this request. Removing these parking spaces from public use will have a significant impact on my ability to find parking when visiting these Queen Street businesses, which I currently frequent several days a week on a regular basis.

Kind Regards,
Matthew

Amanda Comegna

From: mayorsoffice
Subject: FW: Downtown Parking spots

From: mehr najib
Sent: Sunday, June 23, 2024 10:06 PM
To: Mayor Shoemaker **Subject:** Downtown Parking spots

Hello,

I am writing to inform you that my family and I are not supporting
taking away a significant number of spots from the Brock/Albert lot.
As a SSM resident that needs access to those parking spots when visiting businesses in downtown either for myself or my daughter's activities, it will not be convenient at all to look to park somewhere.
Please revisit the decision of renting the parking spots.

Regards,
Mehrnoosh Najib

Amanda Comegna

From: Mayor Shoemaker
Subject: FW: Subject: Urgent: Concerns Regarding Leasing of Brock/Albert Public Parking Lot

From: Richard Kim
Sent: Sunday, June 23, 2024 7:56 PM

Subject: Subject: Urgent: Concerns Regarding Leasing of Brock/Albert Public Parking Lot

Dear Mayor Matthew Shoemaker, City Councillors, and the Downtown Association,

I hope this email finds you well. I am writing to express my concerns regarding the proposal to lease out a significant number of parking spaces in the Brock/Albert public lot to The North Shore Tribal Council and Social Services. While I fully support the intended beneficiaries and their right to have accessible space, I need to address the critical implications this decision would have on our local businesses, patrons, and the overall vitality of Downtown Sault Ste. Marie.

As the Owner/Director of Studio Dance Arts, located at 610 Queen St. E., and owner of the Woolworth Building at 616 Queen St. E., I can attest to the vital role the Brock/Albert public parking lot plays in facilitating the daily operations of businesses in the Square One block. This lot is the primary, and in most cases, the only available parking for many business owners, employees, and customers.

Considering the range of businesses concentrated in that area—such as music schools, fitness clubs, yoga studios, and dance studios—thousands of individuals, including children and their parents, rely on the convenience and safety of the Brock/Albert parking lot. Many of these visitors attend daytime and evening classes, and it is already a challenge for them to park safely due to the ongoing issues related to addiction and homelessness in the downtown area. The prospect of having to walk even further during late hours would undoubtedly deter them from visiting local businesses, which in turn would affect their patronage and the business community's ability to thrive.

Allocating over 50% of the Brock/Albert parking spaces to only two organizations would significantly reduce the parking availability, making it incredibly difficult for businesses to maintain their day-to-day operations and sustain their customer base. It would not only be unfair and illogical but also detrimental to our collective efforts in revitalizing our downtown area.

Downtown Sault Ste. Marie needs to accommodate all community members equally, ensuring that there are sufficient parking spaces to encourage activity, support thriving businesses, and cultivate a welcoming gathering spot for the community. Eliminating vital parking spaces from the Brock/Albert lot contradicts these objectives and will likely undermine the economic stability of businesses in the Square One block.

I kindly urge you to reconsider this proposal in the light of the adverse effects it would have on the existing businesses and their patrons. Assessing the full impact on the local economy and the safety of our community members should be a priority. Let us work together to find alternatives that can accommodate the needs of all parties without compromising the integrity and accessibility of our beloved downtown area.

I sincerely appreciate your understanding and attention to this critical matter.

Warm regards,

Richard Kim

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Richard Kim
Founder/Executive Director

Studio Dance Arts - Sault Ste. Marie
610 Queen Street East, Sault Ste. Marie, Ontario, Canada P6A 2A4
705-253-0800

Studio Dance Arts - Marquette
Westwood Mall, Unit 7, US Hwy 41 W, Marquette, Michigan, USA 49855
906-379-0525

Studio Dance Arts - Munising
120 Elm Avenue, Munising, Michigan, USA 49862
906-379-0525
www.studiodancearts.com

Amanda Comegna

From: mayorsoffice
Subject: FW: Not in favour: Regarding Brock/Albert Public Parking Lot

From: Ruby Bennett [redacted]
Subject: Not in favour: Regarding Brock/Albert Public Parking Lot

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

Hello, we regularly use these parking spaces to attend downtown businesses.

I am concerned that the proposal to lease 90 spots will make it more challenging for our community to support these local businesses.

Please consider the impact to these business and our community members.

Thank you,
Ruby

Sent from my iPhone

Amanda Comegna

From: mayorsoffice
Subject: FW: Downtown parking.

From: Tianna Pyne
Subject: Downtown parking.

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

I do not support taking away a significant number of spots from the Brock/Albert lot. Those spots are needed for everyone to park when visitng our downtown businesses. Parking already sucks. You will be helping businesses lose more business if you take away parking spots.

Get Outlook for Android

Amanda Comegna

From: mayorsoffice
Subject: FW: PARKING

From: Tiffy Taylor

I am a tenant at 616 Queen Street. I operate a Mental Health Psychotherapy service. My clients and their families require SAFE and CLOSE parking services.

I do not support removing accessible public parking spots from the Brock/Albert lot. These spots are needed for access to my business as well as many other local businesses that DO NOT RECEIVE GOVERNMENT FUNDING TO SURVIVE.

I offer service in the evening, and with the state of the downtown, I need to have access to SAFE spots for my clients and for me!

A few questions:

- Can other business owners as a group or co-op have th opportunity to lease space? Has this been offered to other business owners who might also need space.
- Can I lease parking space as a private business owner? Is this an option?
- Are cars parked for 8-9 hours conducive to downtown business? Has someone run numbers as to how many parked car spaces versus come-and-go (2hour) spots are available. What is a good number here for a vibrant downtown - or a balanced one? At this point, it seems at most of the cars are parked for 9 hours.
- Is there another area within the downtown core that can be used as parking?
- Is the city willing to share their parking lot?
- Are there other plans for downtown parking since this seems to be a theme - I understand the City also wants downtown parking in that area.
- Have you considered blasting up the wasted sidewalk space along Queen Street to turn Queen into a one-way street and making the other side parking only?
- Have they approached the owners of the former Windsor Park or other private business owners to rent space? This is what other businesses have done.
- Have they approached CIBC - they have several empty parking spots off Brock Street.
- How many spaces are required?
- Have you thought about offering parking as a lottery for those businesses or employees who use city parking for day use.
- Maybe there are other options than taking parking space away from the public.

AGAINST taking away more parking spots.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-96

AGREEMENT: A by-law to authorize the execution of the Parking Lot Lease Agreement between the City and Sault Ste. Marie Housing Corporation and Mamaweswen, The North Shore Tribal Council Secretariat for parking spaces in the March/Spring Street Parking Lot and Brock/Albert Street East Parking Lot.

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 June 24, 2024 between the City and Sault Ste. Marie Housing Corporation and Mamaweswen, The North Shore Tribal Council Secretariat, a copy of which is attached as Schedule “A” hereto. This Agreement is for parking spaces in the March/Spring Street Parking Lot and Brock/Albert Street East Parking Lot.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

PARKING LOT LEASE

THIS PARKING LOT LEASE (the “Agreement”) made this 24th day of June, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(“Landlord”)

AND

SAULT STE. MARIE HOUSING CORPORATION AND MAMAWESWEN, THE NORTH SHORE TRIBAL COUNCIL SECRETARIAT
(“Tenants”)

WHEREAS the Landlord is the registered owner of the lands described as PIN 31541-0002 (LT) LT 12 N/S QUEEN ST, 13 N/S QUEEN ST, 14 N/S QUEEN ST, 15 N/S QUEEN ST, 16 N/S QUEEN ST PL 732 SAYER'S ST. MARY'S; LANE PL 732 SAYER'S ST. MARY'S; PT LT 9 N/S QUEEN ST, 10 N/S QUEEN ST, 11 N/S QUEEN ST PL 732 SAYER'S ST. MARY'S AS IN T71451; PT LT 1-2, 7, 11-12 PL 114 ST. MARY'S AS IN T71586, AS IN T52585, AS IN T72476; SAULT STE. MARIE, being civic 124 Brock Street, Sault Ste. Marie, Ontario which is presently used as a parking lot (hereinafter the “Brock/Albert Street Parking Lot”);

AND WHEREAS the Brock/Albert Street Parking Lot is comprised of a total of One Hundred Forty-Four (144) parking spaces;

AND WHEREAS the Landlord is also the registered owner of the lands described as:

> PIN 31542-0317(LT) LT 30, PL 291 St. Mary’s; PT LT 29 PL 291 St. Mary’s as in T89596; SAULT STE. MARIE; and
>
> PIN 31542-0125(LT) LT 19-21, PL 291 St. Mary’s; PT LT 18 PL 291 St. Mary’s as in T72266; S/T T370532; SAULT STE. MARIE

located between March and Spring Street, which is presently used as a parking lot (hereinafter the “March/Spring Street Parking Lot”) along with access over a laneway also owned by the City under PIN 31542-0318 (LT) 12 FT LANE PL 291; ST. MARY’S E OF LT 25-33; SAULT STE. MARIE, which is required to traverse within the March/Spring Street Parking Lot;

AND WHEREAS the March/Spring Street Parking Lot has a total of Fifty-Five (55) parking spaces;

AND WHEREAS the Landlord is also the registered owner of the lands described as PIN 31541-0030(LT) LT 14-18 PL 1779 ST. MARY’S PT 2 1R2337; SAULT STE. MARIE,

(hereinafter the “Bell Lot”);

AND WHEREAS the parties acknowledge and agree that the Parking Map appended as Schedule “A” to this Agreement provides an overview of the parking lots within the downtown area of the City of Sault Ste. Marie and the relevant parking lots referred to in this Agreement are set out therein;

AND WHEREAS the Tenants have requested permission to enter into a long-term lease of twenty (20) years to guarantee the purchase of parking passes for a portion of the Brock/Albert Street Parking Lot and the March/Spring Street Parking Lot, specifically consisting of a total of ninety (90) parking spaces and the Landlord is agreeable to same, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The Landlord hereby leases to the Tenants:

   (a) A total of Seventeen (17) parking spaces in the March/Spring Street Parking Lot; and
   (b) A total of Seventy-Three (73) parking spaces in the Brock/Albert Street Parking Lot,

   for a combined total of ninety (90) parking spaces. Specifically, the Sault Ste. Marie Housing Corporation shall receive a total of Sixteen (16) parking spaces and Mamaweswen, The North Shore Tribal Council Secretariat shall receive a total of Seventy Four (74) parking spaces. The Tenants may alter the number of parking spaces leased between them, however the total combined parking spaces permitted under this Agreement shall be a total of ninety (90) parking spaces.

2. The Tenants represent and warrant that the parking spaces are for the benefit of the lands comprising 540 Albert Street East as currently known (the “Benefitting Lands”) as shown on the map appended as Schedule “B” to this Agreement. The Benefitting Lands are owned by the Sault Ste. Marie Housing Corporation. The Tenants further represent and warrant that there is a Consent Application being Application No. A15/24 & B6/24 before the Committee of Adjustment of the City of Sault Ste. Marie (the “Application”) relevant to the Benefitting Lands. If and when the Consent relevant to the Application is finalized and the property transfer related thereto is registered, one building will retain the civic address of 540 Albert Street East and the new building will be assigned a new civic number and be owned by Mamaweswen, The North Shore Tribal Council Secretariat. The Tenants consent to the registration of this Agreement on the Benefitting Lands at their expense. If the Consent Application is not finalized or issued, then this Lease shall have no force or effect.

3. The Tenants acknowledge and agree that this Agreement and lease of parking

spaces is non-exclusive to the Tenants, and that the public may continue to use the remaining parking spaces in the Parking Lot Lands. The Tenants acknowledge that no signage will be placed at either the March/Spring Street Parking Lot or the Brock/Albert Street Parking Lot to reserve parking spaces. To that end, if the March/Spring Street Parking Lot and Brock/Albert Street Parking Lot are both at capacity, the Tenants may use the Bell Lot for overflow parking as part of this Agreement.

4. This Agreement shall be in effect commencing July 1, 2024 for a period of twenty (20) years, ending June 30, 2044 (the "Term"). The Tenant shall provide the Landlord with at least three (3) months' written notice if it desires to extend the Lease and thereafter negotiations shall ensue. If the parties cannot agree to extend the Lease on terms satisfactory to all parties, the Agreement shall terminate at the end of the Term.

5. The rent payable by the Tenants each year in the Term shall be the total cost of an applicable parking pass for the year as set by the Landlord in the City's User Fee By-law multiplied by the number of parking passes per year (the "Rent"). The Rent payable shall be calculated on a pro-rata basis for any partial year in the Term. For example:

   (a) For the period July 1, 2024 to December 31, 2024, the Tenants shall pay the Landlord the total cost for ninety (90) parking spaces on or before July 1, 2024, calculated as follows:
   - 90 spaces multiplied by $540.00 per year (HST included) = $48,600.00
   - Prorata Share for 2024 representing 6 months = $24,300.00

   (b) For the period January 1, 2025 to December 31, 2025 and thereafter for each year in the Term from 2025 to 2043 inclusive, the Tenants shall pay the Landlord on or before January 1st of each applicable year, the total cost of ninety (90) parking spaces calculated as follows:
   - 90 spaces multiplied by User Fee By-Law Parking Pass Rate applicable for that year, for each year from 2025 to 2043, plus HST

   (c) For the period January 1, 2044 to June 30, 2044, the Tenants shall pay the Landlord on or before January 1, 2044, the total cost for ninety (90) parking spaces calculated as:
   - 90 spaces multiplied by User Fee By-law Parking Pass Rate applicable for 2044 plus HST

6. The Tenants shall be liable to the Landlord on a joint and several basis for the total Rent payable as set out in Section 5 herein. The Landlord shall have the right to pursue either or both Tenants for the total Rent payable herein.

7. The Tenants shall not during the Term or renewal Term if applicable, transfer, assign or sublet the said March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Lot without written permission of the Landlord.

8. The March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and Bell Lot, when the Bell Lot is used as overflow, shall be used by the Tenants as a parking lot for its employees, elected officials, officers, agents and contractors, and for those purposes ancillary to parking lot use, but for no other purposes. No buildings or structures shall be erected on the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or Bell Parking Lot.

9. The Landlord shall continue to maintain the March/Spring Street Parking Lot and the Brock/Albert Street Parking Lot and the Bell Lot in the same manner as it maintains parking lots owned by the Landlord in the City of Sault Ste. Marie. No additional requirements or maintenance shall be provided by the Landlord or expected of the Landlord than as it maintains parking lots in the usual course.

10. The Tenants shall not do or cause to be done any action which would damage, waste, disfigure, or injure the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot or any part thereof, or otherwise cause a nuisance. Any such action to the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot or any part thereof by the Tenants or any of the Tenants' contractors, subcontractors, employees, agents or assignees in relation to or in connection with any other matters under this Agreement shall be at the financial responsibility and liability of the Tenants jointly and severally to repair. The Tenants agree that the Landlord will immediately undertake all work that the Landlord, in its sole view, deems necessary to repair the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot or any part thereof if not completed forthwith by the Tenants. Any reasonable costs incurred by the Landlord to repair the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot or any part thereof for such waste and nuisance as said in this paragraph shall be payable by the Tenants immediately upon demand by the Landlord.

11. The Tenants shall keep the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot or any part thereof clean to the satisfaction of the Landlord in its use of the parking spaces covered in this Agreement.

12. The parties acknowledge and agree that the March/Spring Street Parking Lot, and the Brock/Albert Street Parking Lot, along with the Bell Parking Lot (for overflow parking only) or any part thereof are being leased herein in its present condition and on an "as is" basis, and that the Landlord is under no obligation to make any repairs, changes or additions to the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot.

13. The Tenants acknowledge and agree that no alterations to the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot shall be made by the Tenants without the prior written permission of the Landlord.

14. The Tenants shall indemnify and save harmless the Landlord from all costs and

expenses caused to or incurred by the Landlord and from all claims and demands, awards, losses, costs (including legal costs on a substantial indemnity basis), damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the Tenants' lease, use, occupation, maintenance, alteration, safeguarding and presence on the Parking Lot Lands covered under this Agreement, the intent being that the Landlord shall be at no risk or expense to which it would not have been put had the Tenants not leased, used, occupied, maintained, altered, safeguarded or been present on the Parking Lot Lands as covered under this Agreement.

15. The Tenants each agree to maintain at all times during this Lease 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 Landlord 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 Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.

16. The Parties hereto mutually agree that the Tenants shall have the right to terminate this Agreement by either one or both of the Tenants giving one (1) year notice to the Landlord of its intention to terminate. The Landlord shall also have the right at its sole discretion, to terminate this Agreement if either Tenant no longer owns the Benefitting Lands as created following the Consent Application.

17. If the Rent is in arrears, or if the Tenants have otherwise defaulted in its obligations under this Agreement the determination of which shall be made by the Landlord acting reasonably, the Landlord shall have the right to terminate this Agreement with sixty (60) days' notice, but the Tenants shall thereafter have a cure period of fifteen (15) days from the date of the notice of termination to rectify the default, all parties acting reasonably. If the default remains following the aforesaid cure period of fifteen (15) days, the Landlord shall have the following rights and remedies which are cumulative and not alternative:

    a. to terminate this Agreement by notice to the Tenants, re-enter and repossess March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot, and enjoy them as of its former estate and remove all persons and property from the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot and store such property at the expense and risk of the Tenants or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenants;
    b. to remedy or attempt to remedy any default of the Tenants under this Agreement for the account of the Tenants and to enter upon March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot

for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenants and the Landlord shall not be liable to the Tenants for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenants shall pay to the Landlord all expenses incurred by the Landlord in connection therewith; and/or

c. to recover from the Tenants all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Lands, and all costs incurred by the Landlord to remedy.

18. The Tenants shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the Tenants under this Agreement, or in respect of which the Tenants have agreed to insure or to indemnify the Landlord.

19. Notwithstanding any other provision of this Agreement, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenants, either by any provision of this Agreement, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

20. Upon the expiration of this Agreement or upon earlier termination of this Agreement (collectively referred to as the "Termination Date"), the Tenants shall promptly remove all persons, equipment, vehicles and other items from the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot. In the event that the Tenants fail to remove all such persons, equipment, vehicles and items from the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and/or the Bell Parking Lot, the Tenants acknowledge and agree that the Landlord may remove and store or dispose of same as appropriate, and all reasonable charges for such removal, storage and/or disposal shall be payable by the Tenants immediately upon demand by the Landlord.

21. The Tenants shall be responsible for all costs, expenses and liabilities to make good any damage caused directly or indirectly by the use and occupation of the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot pursuant to this Agreement and shall return the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot to the Landlord at the Termination Date in at least the same condition the March/Spring

Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot were at the commencement of the Term.

22. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the Termination Date that has not been property satisfied or discharged.

23. Sections 1-26 inclusive and 28-32 inclusive of this Agreement shall survive the termination of this Agreement.

24. If the Landlord or any utility company with existing infrastructure on the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot requires access to the Parking Lot Lands for any purpose such as but not limited to access to infrastructure on, under or over March/Spring Street Parking Lot, Brock/Albert Street Parking Lot or the Bell Parking Lot, the Landlord and/or any applicable utility company is hereby permitted the access it so acquires and further, the Landlord and/or any applicable utility company shall not be responsible for restoring the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and/or the Bell Parking Lot to its condition prior to access by the Landlord and/or any applicable utility company.

25. The Tenants shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting its use, occupation, maintenance, alteration, safeguarding and presence on the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot covered under this Agreement and will save harmless and fully indemnify the Landlord from and against all losses, costs, damages and expenses, of every kind or nature which the Landlord may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Tenants with such Laws, By-laws, Rules and Regulations.

26. The Tenants shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from this Agreement and the Tenants' use, occupation, maintenance, alteration, safeguarding and presence on the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot.

27. The Tenants consents to the registration of this Agreement on title to both the March/Spring Street Parking Lot, Brock/Albert Street Parking Lot and the Bell Parking Lot along with the Benefitting Lands from the Agreement. The Tenants shall be responsible for the costs of the said registration of this Agreement on all such properties.

28. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

    (a) delivering the notice personally;

(b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter by designated in writing in accordance herewith; or
(c) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of the Landlord:
Deputy CAO, CD & ES (or his/her designate)
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
2nd Floor, Community Development & Enterprise Services Department
Sault Ste. Marie, ON P6A 5N1

in the case of the Tenants:

Sault Ste. Marie Housing Corporation
Attention: Mike Nadeau, CEO, DSSMSSAB
P.O. Box 277, 390 Bay Street
Sault Ste. Marie, ON P6A 5L8

and

Mamaweswen, The North Shore Tribal Council Secretariat
Attention: Allan Moffatt, CEO
473 A Hwy 17 West
Cutler ON P0P 1B0

29. Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

30. Neither this Agreement, the conduct of the Landlord or the Tenants nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

31. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.

32. This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province

shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

SAULT STE. MARIE HOUSING CORPORATION

MIKE NADEAU, CEO
I have authority to bind the Corporation

MAMAWESWEN THE NORTH SHORE TRIBAL COUNCIL SECRETARIAT

ALLAN MOFFATT, CEO
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

DOWNTOWN SAULT STE. MARIE

Parking Locations



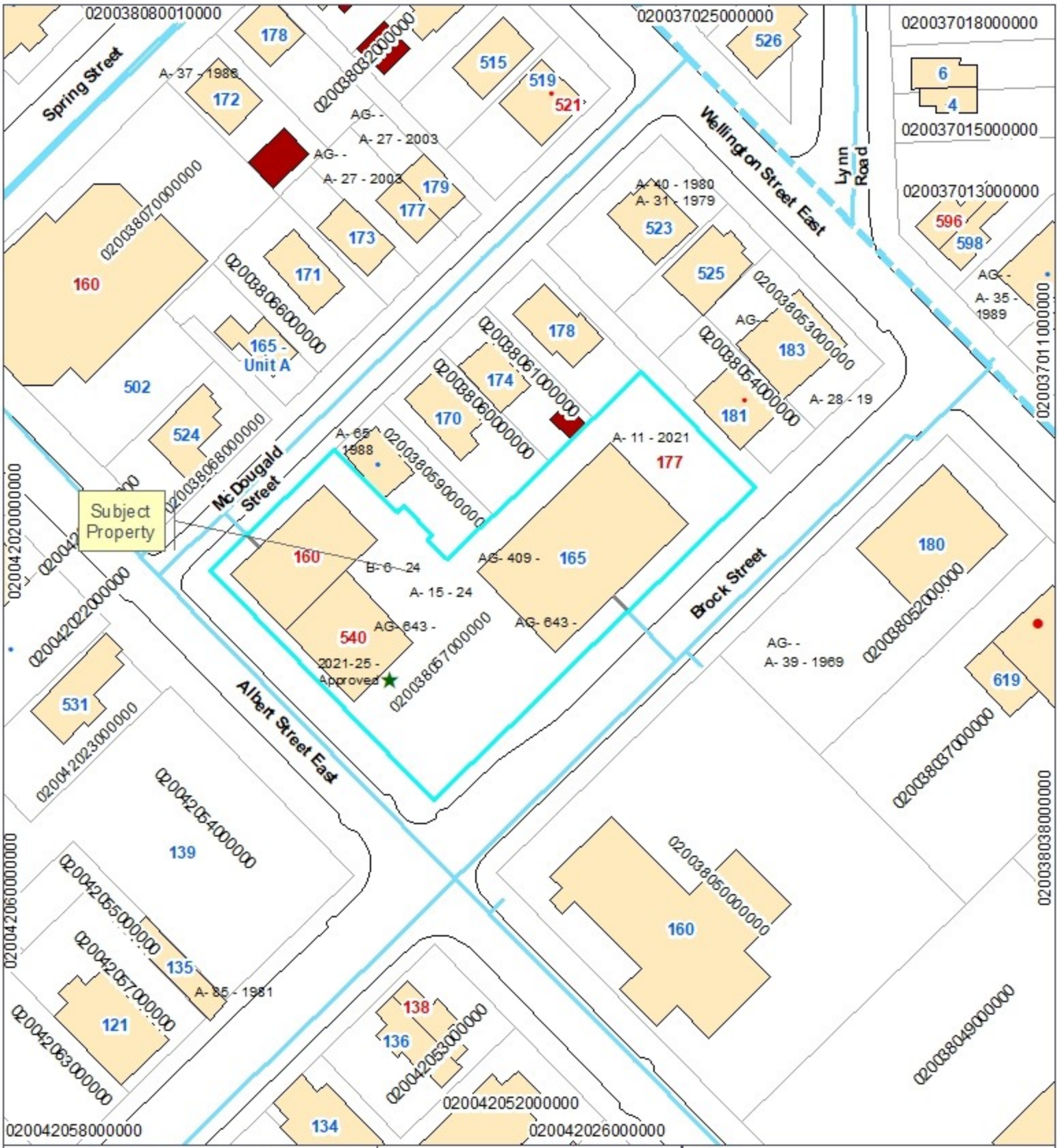
Parking Lot	# of Spaces	Parking Lot	# of Spaces
1. DENNIS STREET	75	9. CIVIC CENTRE NORTH	148
2. GFL MEMORIAL GARDENS	224	10. CIVIC CENTRE SOUTH	139
3. BRUCE STREET	22	11. MRKT LOT	10
4. INTERNATIONAL	75	12. BROCK/ALBERT	144
5. KING/ALBERT	131	13. BELL AVENUE	45
6. BONDAR PAVILION	102	14. SENIORS CENTRE	102
7. SPRING/MARCH	55	15. HERITAGE LOT	35
8. DOWNTOWN PLAZA	29		

Street Parking - 346 spots available

Lot Parking - 1336 spots available

Total Downtown Parking - 1682 spots available (Includes accessibility parking)

SAULT STE.MARIE



Application Map Series

☑ Subject Property

Property Information

Civic Address: 540 Albert St. East
Roll No.020 038 057 00 0000
Map No.: 7/1-2
Application No.: A15/24 & B6/24

Committee of Adjustment
Planning and Enterprise Services Division
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5411 | m.kelly@cityssm.on.ca

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

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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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Community Risk Assessment Update 2024

Purpose

The purpose of this report is to provide an update on the Community Risk Assessment (CRA) prepared by Tayport Limited (Dillon Consulting) to City Council for information. The consultants will provide a brief presentation on the key risks and findings and will answer questions. The CRA will then inform the City's Fire Master Plan (FMP) that will guide the future direction of Sault Ste. Marie Fire Services.

Both the CRA and FMP will provide an update to the strategic framework for the delivery of fire protection services within the City of Sault Ste. Marie. The FMP will be presented to Council at a later date.

Background

On August 8, 2022 Council passed the following resolution:

"Resolved that the report of the ire Chief dated August 8, 2022 concerning Community Risk Assessment Update be received and that Council approve the utilization of funds up to $110,000 from the Asset Management Reserve to complete the Community Risk Assessment update as per Regulation 378/18 and subsequently update the Fire Master Plan.

Dillon Consulting Limited completed a CRA and FMP for the City of Sault Ste. Marie in March 2018. Since the completion of the City's Comprehensive Risk Assessment, the Province of Ontario has introduced new legislation (Ontario Regulation 378/18: Community Risk Assessments) which requires all municipalities in Ontario to prepare a Community Risk Assessment by July 1, 2024. Completing this update will ensure compliance with the regulation.

The recent introduction of Ontario Regulation 378/18 is now a core component of developing an in-depth analysis of a community's fire-related risks through a comprehensive analysis of nine profiles.

Analysis

Commencing in the fall of 2023, Tayport Limited proceeded to review, validate, and update the key risks identified within the 2018 risk assessment.

To assist municipalities and fire services in the process of developing a CRA, the Office of the Fire Marshal has developed Technical Guideline-02-2019 (TG-02-2019), which recognizes the value of understanding community fire risk, and the importance of developing fire risk reduction and mitigation strategies in addition to providing fire suppression services.

The approach and methodology utilized by the consultant to update (based on the 2018 Comprehensive Risk Assessment) and develop the required new profiles to prepare an updated CRA for the City of Sault Ste. Marie would be directly informed by TG-02-2019.

The following sections of the 2018 Comprehensive Risk Assessment would be updated with current data and information for the new CRA. The update will also confirm that these chapters align with the methodology outlined within TG-02-2019:

- 1.0 – Introduction
- 2.0 – Methodology
- 3.0 – Building Stock Profile (including newly identified requirements for identifying lightweight construction)
- 4.0 – Demographic Profile
- 5.0 – Fire Loss and Chapter 6 – Response Profile (combined as ‘Past Loss and Event History’)
- 7.0 – Geographic Profile
- 8.0 – Hazard Profile
- 9.0 – Economic Profile and
- 10.0 – Risk Assessment Outcomes

The following new profiles will be developed based on current data, available information, and the requirements within Technical Guideline-02-2019:

- Critical Infrastructure Profile
- Public Safety Response Profile
- Community Services Profile

The above-listed sections/profiles address the nine mandatory profiles outlined within O. Reg. 378/18.

The CRA is intended to provide Council with evidence-based analysis of the fire risk within the community as part of informing the determination of local needs and circumstances when considering the level of fire protection services to be provided.

Financial Implications
There are no financial implications as this time. The update to the CRA and FMP have been approved through utilization of the 2022 Asset Management Fund.

Strategic Plan / Policy Impact / Climate Impact
The information and data contained in the CRA and subsequent approval of the FMP support the corporate Strategic Plan in the area of Customer Service.

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

Resolved that the report of the Fire Chief dated June 24, 2024 concerning the Community Risk Assessment Update be received as information.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@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

June 24, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Tonazzo, MCIP, RPP, Director of Planning
DEPARTMENT:	Community Development and Enterprise Services
RE:	Deferral A-8-24-HP – 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc.) Removal of Holding Provision – Gateway Site

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Purpose

The applicant, 1188004 Ontario Inc., wishes to rezone the western portion of the subject property by removing a holding provision to facilitate the construction of over 3,252m^2 of commercial space, consisting of tourist and community attractions, including community activities, building and maker markets, flea markets, restaurants and associated parking.

Background

Under section 36 of the *Planning Act*, an application was filed to remove a holding provision on a portion of the subject property.

Analysis

The attached correspondence from the applicant's solicitor requests a deferral to Council's August 15, 2024 meeting, which would be after the applicant takes title to the property.

Financial Implications

Deferring this application to Council's August 15, 2024 meeting will not result in any incremental changes to municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Deferring this application is not linked to any strategic or corporate policies and there is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning dated June 24, 2024 be received and that Council postpone this application to the August 15, 2024 Council meeting.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Director of Planning
p.tonazzo@cityssm.on.ca
705.759.2780

From: Orlando Rosa
Sent: Friday, June 14, 2024 7:31 AM
To: Peter Tonazzo

Subject: RE: 1188004 Ontario Inc p/f City

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

Peter, I want to correct my earlier email.

I wish to defer the application to the first available meeting in August 2024 which would be after my client takes title to the property.

Thank you.

Orlando M. Rosa
Counsel to the Firm

Wishart Law Firm LLP
www.wishartlaw.com | 390 Bay St., Suite 500 Sault Ste. Marie, Ontario P6A 1X2
This email is intended for the original recipient only and may contain confidential information that may be exempt from disclosure under applicable law. Please notify sender if you are not the intended party and delete the email.

If you no longer wish to receive commercial electronic messages from Wishart Law Firm LLP please email unsubscribe@wishartlaw.com.



PUC GROUP OF COMPANIES

2023 SUSTAINABILITY REPORT



WELCOME TO PUC

Your Trusted Utility for a Brighter Tomorrow

Setting the pace in the utility sector, the PUC Group of Companies is driving innovation and sustainable practices to meet the evolving needs of customers and the demands of a changing market landscape. With a strong focus on our employees, our customers, and our shareholder, we are proud to share our 2023 Sustainability Report.

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MESSAGE FROM PUC SERVICES INC./PUC INC. CHAIR, ANDY MCPHEE

It was a historic and exciting 2023 as PUC celebrated the launch of the first community-wide Smart Grid in Canada, positioning PUC and Sault Ste. Marie as leaders in the rapidly evolving energy sector.

This milestone was another example of how PUC delivered on its commitment to provide sustainable and affordable services to its customers through bold and innovative investments.

PUC continued to strengthen its role as a community partner, with a more targeted and direct approach to corporate giving that enabled us to provide more meaningful support to those in need.

Delivering on its Strategic Plan, PUC also leveraged strategic partnerships to help create new opportunities to ensure Sault Ste. Marie is well equipped for the future and able to prosper.

The many achievements of 2023 would not have happened without the vision and commitment of the PUC leadership team and the hard work and dedication of all our employees.

I would also like to acknowledge the important contributions of my Board colleagues. Their expertise and insights were invaluable as PUC navigated through a significant year of transition and accomplishments.

A CONVERSATION WITH ROB BRWER

PRESIDENT & CEO

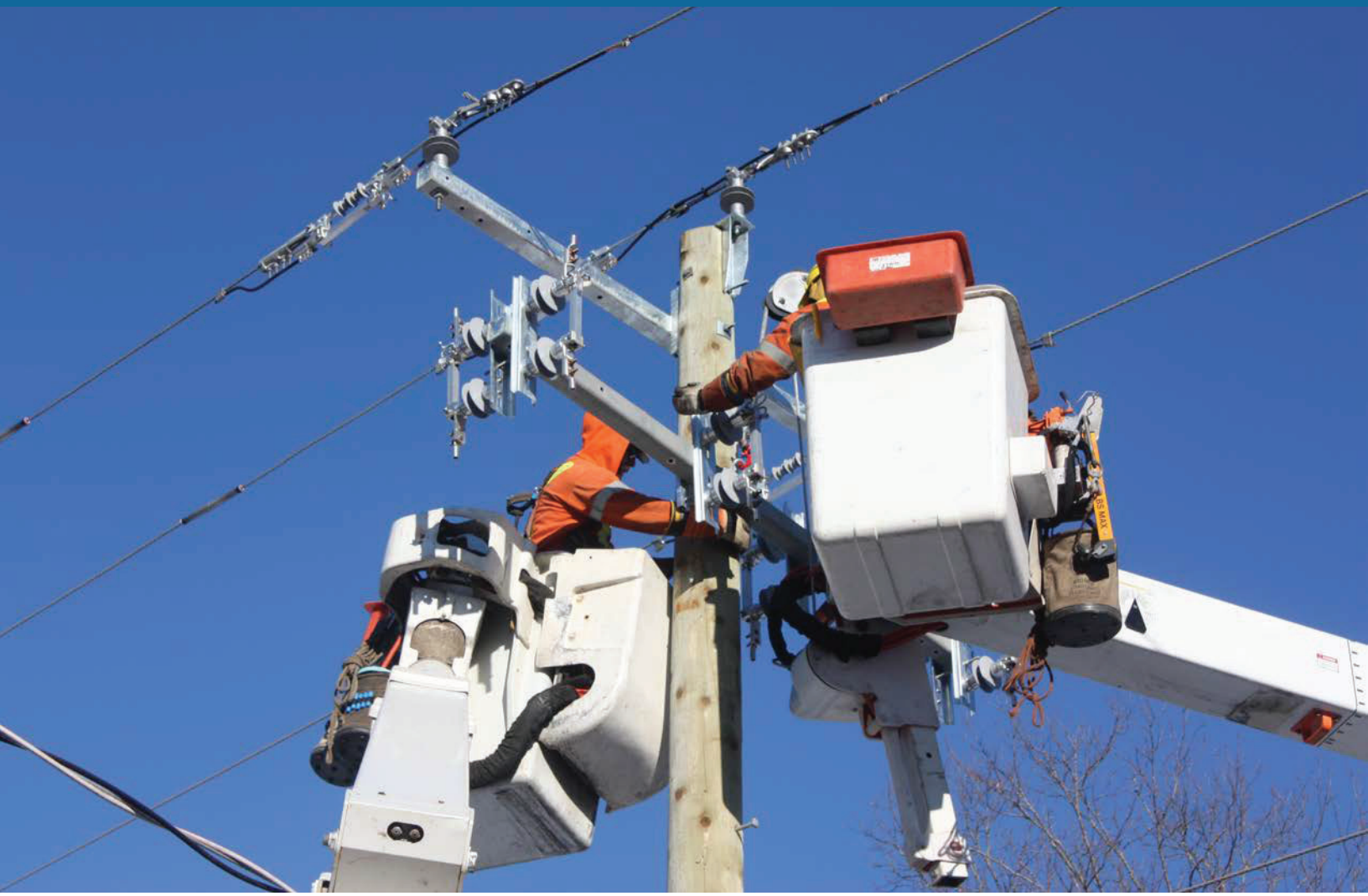


Q. This has been an amazing year of achievements. What stands out as the highlight?

What really stood out for me is the incredibly talented group we have here at PUC. To make all of these things happen, to go from ideas to execution, you need to have a team that embraces change, is innovative and works together extremely well. So, what stands out is we have built the right team here and we have the right people taking us forward.

Q. The Sault Smart Grid officially launched last year. Why is the Smart Grid so important?

The industry is in a huge period of flux. All kinds of changes are happening in energy right now. We see the electrification from the industrial perspective, there's EVs, more efficient and cost-effective use of solar. All of these things require us to have better insight into what is happening within the distribution grid. Smart Grid is that strategic framework that gives us that insight so that we can



allow, for example, a higher rate of adoption of EVs, we don't need to have huge tolerances or buffers because we can actually see what is going on in real time. Prior to SSG, we didn't have that insight and most utilities don't. We now get to see in real time what is going on throughout the entire grid and through this constant feedback loop we can continue to optimize it and that allows us to accommodate a higher penetration for solar, batteries, EVs. We also see some peak load savings as well from energy savings which then allow us to accommodate more industrial electrification which is significant. This is a huge enabler for PUC and helps us allow our customers and our community to go through the energy transition in a way that is quicker and more effective than what is going on elsewhere.

Q. How is PUC Transmission LP making a difference?

We are seeing energy transition on a large industrial scale here in SSM. PUC Transmission LP was created to help that happen and it's already playing a significant role in helping our community to prosper by supporting SSM's largest employer. The local steel mill made this really courageous investment to transition completely away from coal to electricity. Moving from blast furnace to electric arc furnace requires a massive amount of power – two and a half times our entire city's load. Fortunately, we were able to partner with

them, we had some existing right of way that really fit and the easiest way to help them was to take a role in helping to promote the project, so we started PUC Transmission LP which is a transmission entity licensed through the Ontario Energy Board. We hope to be able to help get the arc furnaces up and running by the end of 2026 or early 2027. It's a huge thing for them but it's even bigger for the city. It has set the community up to have a competitive steel mill which is our city's largest employer, for at least two generations. It's just fantastic. We have seen a lack of stability with the steel mill because of the cyclical steel pricing and they certainly weren't in the most competitive position when it comes to pricing, and this changes that whole landscape for them. It stabilizes that Mill for 30 to 40 years and for us to be a part of that as a community partner is something we thought was vital.

Q. What other ways is PUC making a positive impact on our communities?

Helping people is part of who we are, we are a significant part of this community – we've been here 107 years. Recently, we transitioned our corporate giving to be more grassroots and direct and we think that has made an impact. We have also tried to help our customers adapt to the energy transition and one of those ways is we launched the at-home EV Charger Program. We know EVs cost more and then there's the $3000 cost to put a charger at home. We wanted to help lower that cost burden and at the same time ensure they have a reliable program at home. We came up with the rental program, charging customers a nominal amount (about $35 a month), they have warranties and they can use it for the next 5 -15 years and make that transition to EV a bit easier.



Whether it is giving back through grassroots charitable organizations or helping people or businesses making their way through this complex energy transition we look at our role as an enabler in the community. It's also good business. We are helping to guide people to do things more effectively and in doing that we are creating that partnership for the future, if our community thrives, PUC thrives. It's a win win.





» Q. It's hard to imagine how you can outdo 2023. What's ahead for 2024?

I believe 2024 will be all about executing that vision. We talked about PUC Transmission and now it is about getting the regulatory approvals which we hope to have this summer, getting it started on construction, starting to execute on what will be the largest capital expenditure in our history. It's also about supporting our employees. We have gone through so much change over the last few years that we all need to be able to take a breath. It will be an exciting year to start to deliver and to provide support to our community and to our staff.

WHO WE ARE

Our Brand Promise

We lead the way through innovation and compassion to deliver outstanding service every single day.

MISSION

We are a community leader providing safe and reliable utility services.

VISION

Improving communities through curiosity and innovation.

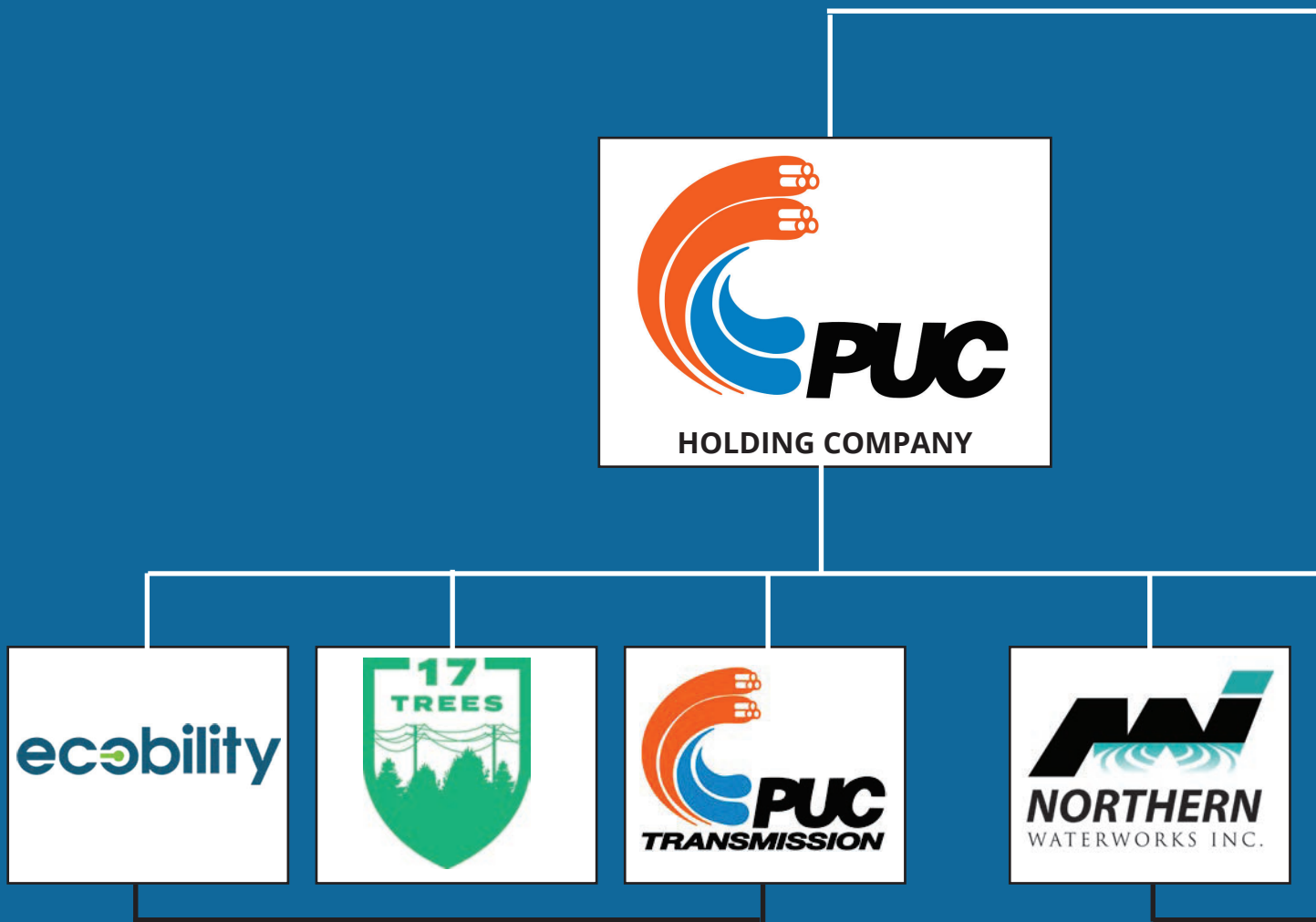
VALUES

Safety, Integrity, Customer Centric, Innovative, Accountable.

Areas of Strategic Focus

Employees → Customers → Shareholder

CORPORATE


PUC
HOLDING COMPANY
ecobility
17 TREES
PUC TRANSMISSION
NORTHERN WATERWORKS INC.
PARTIALLY OWNED SUBSIDIARIES OF PUC INC.

STRUCTURE

SAULT STE. MARIE

SHAREHOLDER

PUC SERVICES

MUNICIPAL-UTILITY SERVICE COMPANY

WATERTIGHT LINING SOLUTIONS INC.

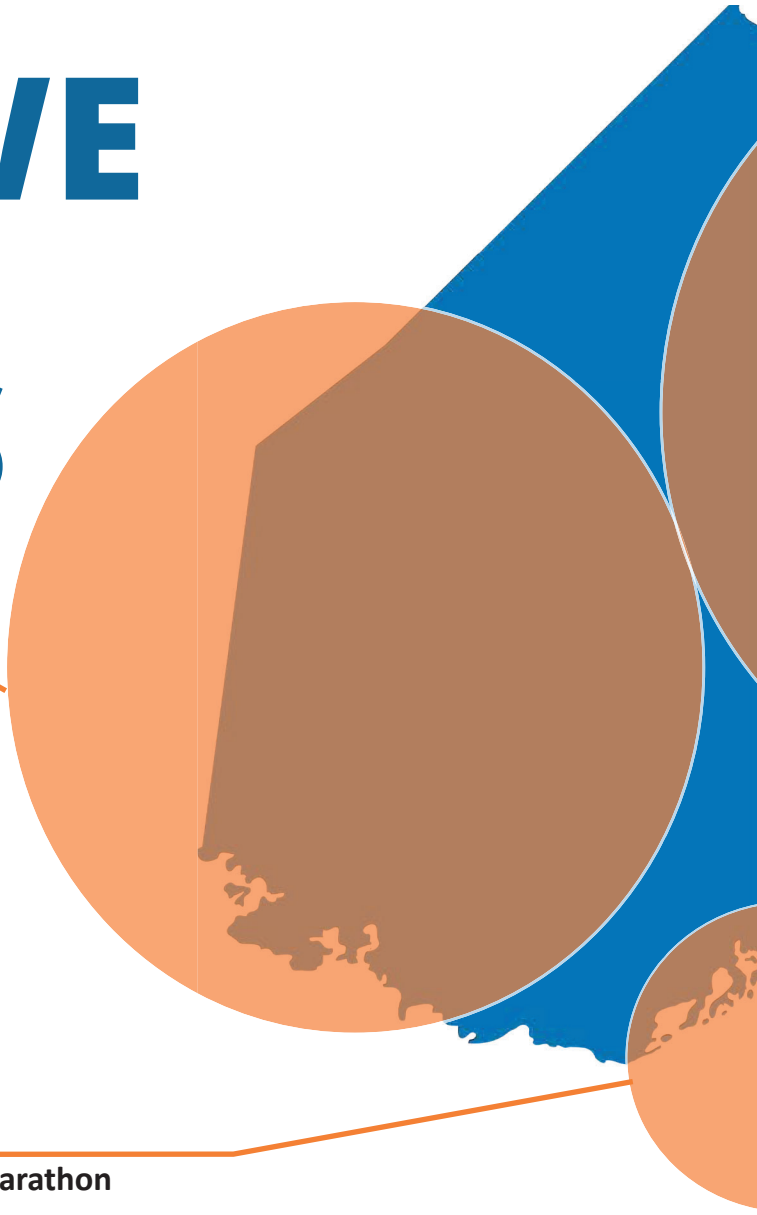
PUC DISTRIBUTION

WHOLLY OWNED SUBSIDIARIES OF PUC INC.

PUC PUBLIC UTILITIES COMMISSION

MUNICIPAL SERVICES BOARD

WHERE WE PROVIDE SERVICES

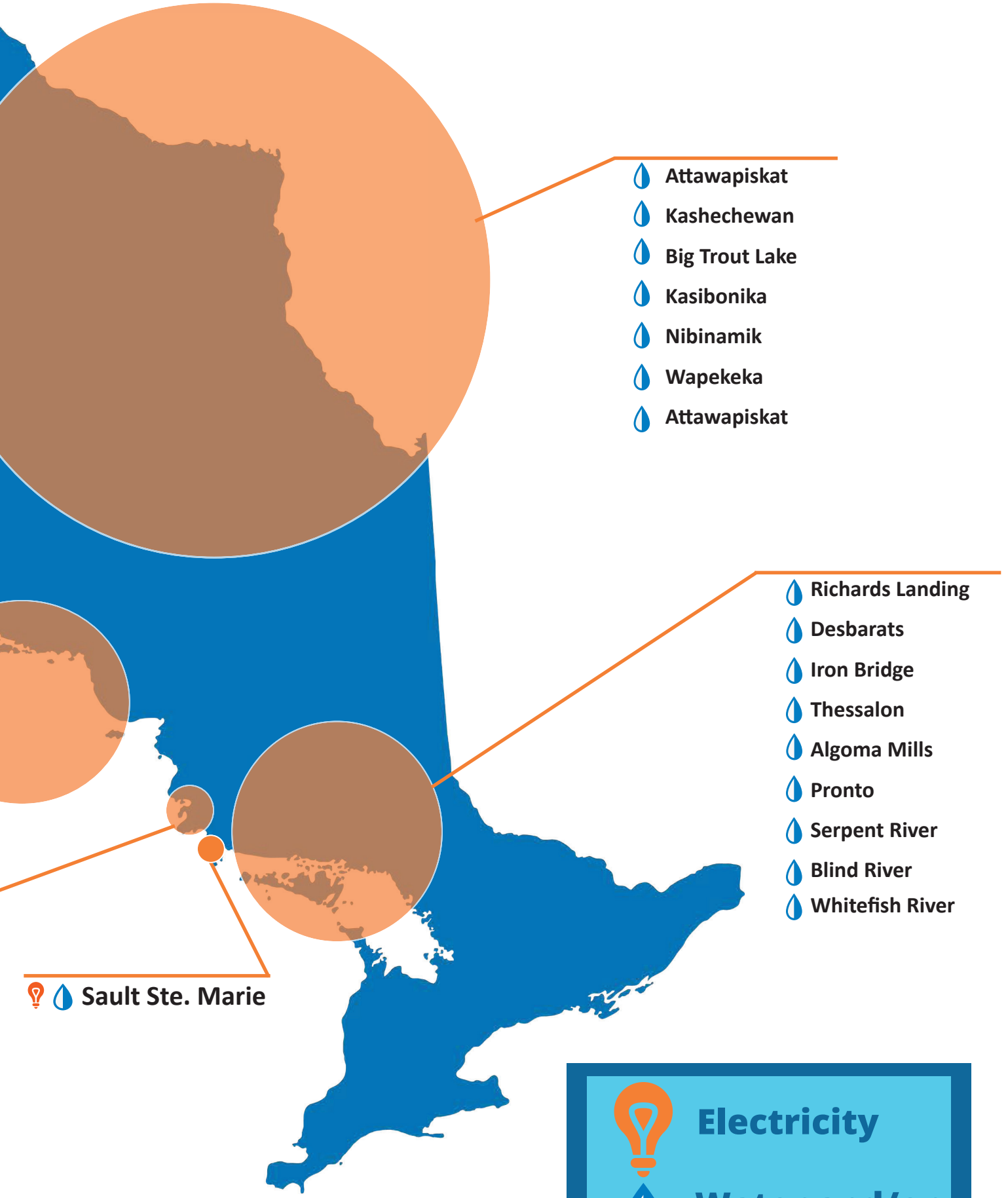


- Sachigo Lake
- Muskrat Dam
- Sandy Lake
- North Caribou Lake
- Poplar Hill
- Pikangikum
- Mishkeegogamang
- Balmertown
- Cochenour
- Red Lake
- Ear Falls
- Sioux Lookout
- Hudson
- Ignace
- Big Grassy
- Atikokan
- White Dog
- Bearskin Lake
- Pwi-Di-Goo-Zing-Ne-Yaa-Zhing
- Lac la Croix
- Cat Lake
- Lac Seul

- Marathon
- Pelican Falls
- Michipioten

- Prince Township
- Goulais
- Batchawana

***Plus Annual Inspections and 24/7 Emergency Waterworks Services for all First Nations in Ontario.**


Attawapiskat
Kashechewan
Big Trout Lake
Kasibonika
Nibinamik
Wapekeka
Attawapiskat
Richards Landing
Desbarats
Iron Bridge
Thessalon
Algoma Mills
Pronto
Serpent River
Blind River
Whitefish River
Sault Ste. Marie
Electricity
Water and/or
Wastewater

SAULT SMART GRID

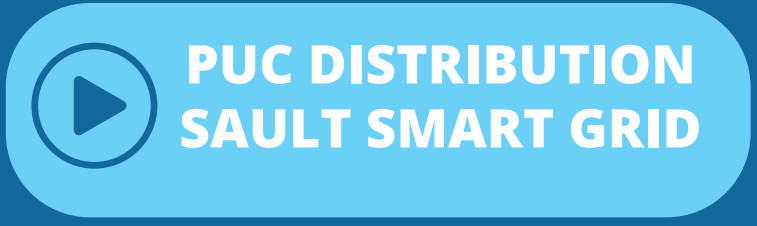
CANADA'S FIRST COMMUNITY-WIDE SMART GRID

In a rapidly evolving energy sector, PUC is at the forefront of the energy transition, committed to providing sustainable, reliable, and affordable power to our customers. After a dedicated five-year journey, we proudly launched the Sault Smart Grid (SSG) in 2023—the first community-wide smart grid system in Canada. This innovative project addresses the critical challenges of carbon emissions and rising electricity costs.

The SSG project, a significant $34 million investment, was carefully planned and executed by a team of dedicated and innovative partners. A $7 million investment from Natural Resources Canada's Smart Grid Program, allowed PUC Distribution to complete the project without any net increase to customers' bills.

Of significance, our dedicated team and project partners achieved this milestone with an impeccable safety record, reporting no lost-time incidents or injuries throughout the journey.

To showcase the benefits of the SSG, we developed a video series that explains its unique features. Enhanced reliability, reduced outages, instant reporting, and lower energy consumption are just a few of the advantages that PUC Distribution customers now enjoy.




LANDSHARK
Lager


PUC
THE FIRST COMMUNITY-WIDE
PUC



SHARING PUC'S STORY

CONFERENCES

There is no doubt that 2023 was a banner year for PUC. Efforts to promote PUC as an industry and community leader resulted in invitations to speak at numerous conferences throughout North America.

We travelled to London, Ontario to present at the annual Association of Municipalities of Ontario (AMO) conference where 2500 delegates from 444 municipalities attended the conference. This event provided us with an exceptional platform to share our knowledge and the benefits of SSG, along with other innovative products we are utilizing in Sault Ste. Marie.



We were also deeply honoured to be one of the main speakers at the annual Electricity, Distribution, Information Systems and Technology (EDIST) Conference. Having the ability to speak to industry professionals from all across the province was a fantastic opportunity.



We also promoted SSG to a larger audience as we travelled to Nashville, Tennessee and Forth Worth, Texas to present at the Survalent Conference and CEATI Conference.

These conferences not only enabled us to spotlight the strides made in our Smart Grid initiative but also fostered valuable connections and collaborations, solidifying PUC's position as a leader in the field of energy technology.

WORKING WITH GOVERNMENT PARTNERS

PUC was pleased to welcome officials from all levels of government during the past year, gaining recognition for our leadership in sustainability and innovation.

Last November, Prime Minister Justin Trudeau visited PUC offices to participate in the official launch of our Sault Smart Grid and to meet some of our employees' children during Bring Your Kid to Work Day. The Federal Government's critical funding played a key role in bringing this project to life.

We were also honored to welcome Ontario's Energy Minister Todd Smith and MPP Ross Romano, who stopped by to meet our Customer Experience and Green Button teams. The Green Button initiative, introduced by the provincial government, aims to help consumers track their energy use and reduce their energy bills.

In April 2023, Federal Minister of Transportation Omar Alghabra visited PUC facilities to explore our green energy initiatives, including our new electric vehicles and charging stations. He was joined by MP Terry Sheehan, who has been a steadfast supporter of our Smart Grid project.

On a local level, PUC continued to work closely with The City of Sault Ste. Marie's Mayor Matthew Shoemaker and City Council who have been strong advocates for our initiatives to provide more reliable and cost-effective energy and water solutions for Sault Ste. Marie.


EXIT


PUC
HOCKEY

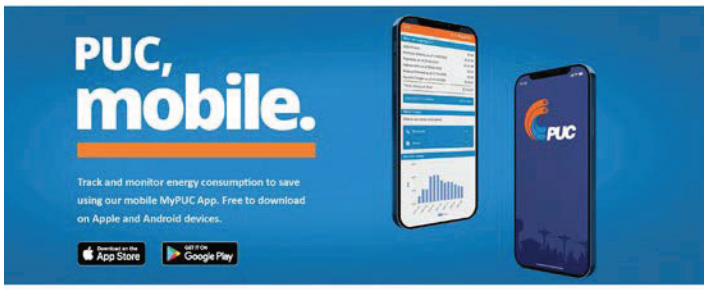


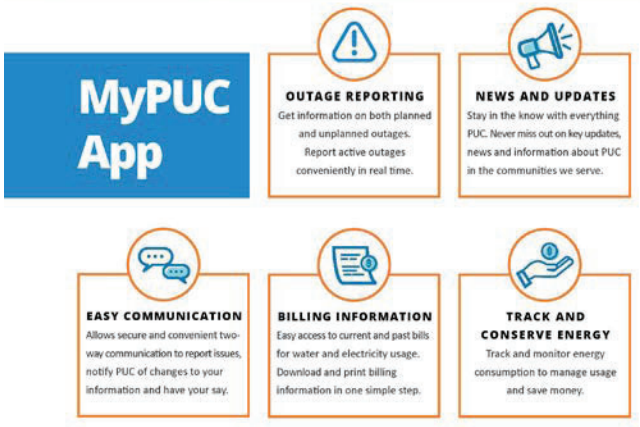
SUPPORTING OUR CUSTOMERS

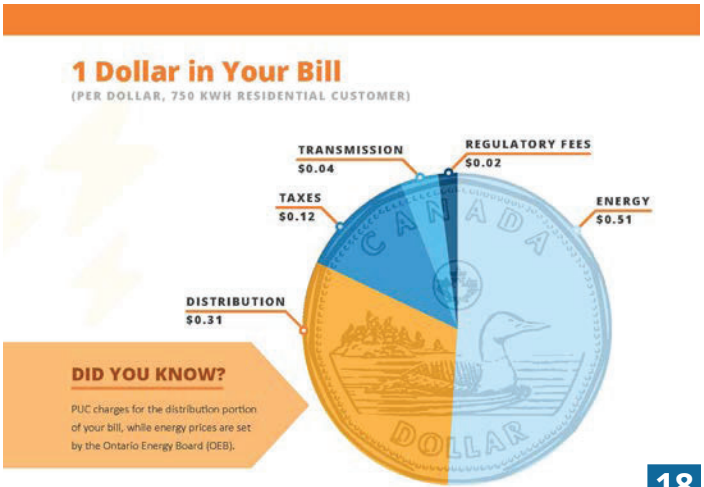
DIGITAL CUSTOMER WELCOME PACKAGE

Being a first-time homeowner can be overwhelming. To make the transition smoother, PUC introduced a brand-new digital welcome package. Each new account holder receives an easy-to-read document that introduces PUC, explains how to connect with us, and provides detailed information on understanding your bill. Additionally, the package includes valuable tips on saving money, all designed to enhance our customer-centric approach.









GREEN BUTTON

Last year, the provincial government introduced Green Button, a new initiative for Ontarians. This innovative tool enables customers to analyze their electricity consumption data and receive personalized recommendations for improving energy efficiency.

Each utility was tasked with implementing this feature, and PUC successfully launched its Green Button platform ahead of the deadline.

CAPITAL INVESTMENTS

Capital investments are crucial for ensuring the reliability, safety and efficiency of PUC's utility services. In addition to the Sault Smart Grid project, PUC made significant investments in our 2023 capital program including, but not limited to, 2.2km of watermain lining to extend the life of underground pipes, Zone 2 Discharge watermain upgrades, continued progress on restricted wire, and the completion of voltage conversion away from 4kV load.



BUSINESS IMPROVEMENT SESSION

PUC is continually looking at how we can improve service delivery for our customers, business partners and the community at large. In an effort to improve our relationships with local contractors and businesses, PUC hosted a Business Improvement Session early in the year. More than 25 local contractors participated in our morning session where round table discussions were held, and ideas and suggestions were shared on ways we could work better together.










PUC
PUC
PUC
PUC



LEADER IN SAFETY

At PUC, safety is not merely a word or concept; it is a guiding principle that dictates every aspect of our operation.

Above all else, PUC prioritizes the well-being of our employees, customers and community. In 2023, our employees continued to engage in rigorous training to ensure they are exceeding safety standards in the industry. In addition to focusing on our employees, PUC provided 47 safety awareness sessions for hundreds of local contractors.

If a job cannot be performed safely, employees are not permitted to proceed with the task. Safety remains our top priority, reinforced through regular audits, safety meetings, and crew observations.

WATCH THE ROAD SAFETY VIDEO SERIES

COMMUNITY IMPACT



COMMUNITY OUTREACH FOCUSED ON YOUTH

Caution and Chance:

After a two-year hiatus due to the COVID-19 pandemic, PUC brought back the very popular Caution and Chance electrical safety program. Nearly 3000 students in grades 3-5 gained crucial knowledge regarding the dangers of electricity. Unsurprisingly, the program received an electrifying response from everyone involved.



School Tours:

In 2023, PUC hosted school tours for more than 300 students in grades 6-8. Students received a first-hand look at our wastewater and water filtration plants, as well as an inside view at how our Powerline Technicians safely restore power during outages.



PUC Safety Awards:

For the second year in a row, members of our team presented PUC Safety Awards at grade eight graduations throughout the community of Sault Ste. Marie. Students received a plaque and award for promoting safety during their elementary school career.



Road Safety Campaign:

Based on a need to raise awareness of worker safety, PUC was proud to lead a new safety campaign in the community. Partnering with the Sault Ste. Marie Police Service, Sault Fire Services, Sault Ste. Marie Construction Association, Sault Ste. Marie Paramedics Services, and the City of Sault Ste. Marie, the new video campaign focused on the importance of paying attention when driving in construction zones.



Every day, our employees work on public roads, performing tasks such as responding to emergency calls, fixing potholes and repairing broken water mains. While they prioritize safety, the purpose of the campaign was to raise public awareness around the importance of keeping workers safe when working on the road.



Traffic Box Wraps:

This past year, six streetlight traffic boxes in Sault Ste. Marie's downtown core received facelifts thanks to 12 high school students. PUC partnered with two local high schools to provide students with the opportunity to design traffic box wraps. Students were given creative control when it came to their artwork; all we asked was they make sure the designs represented our values, the services we offer and the importance of safety.



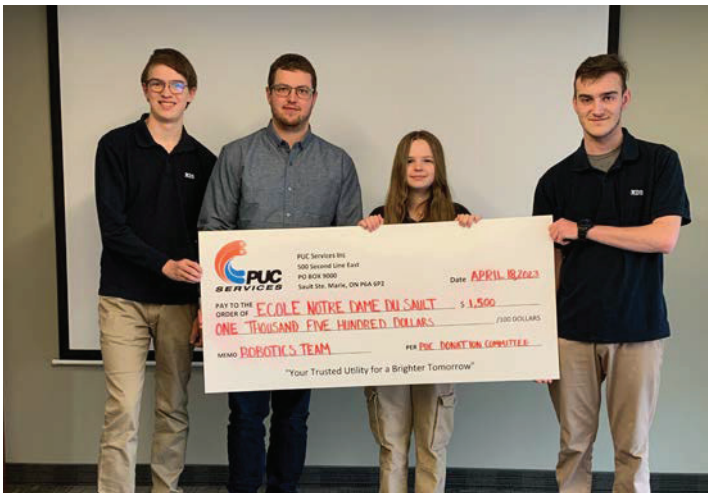
DONATIONS

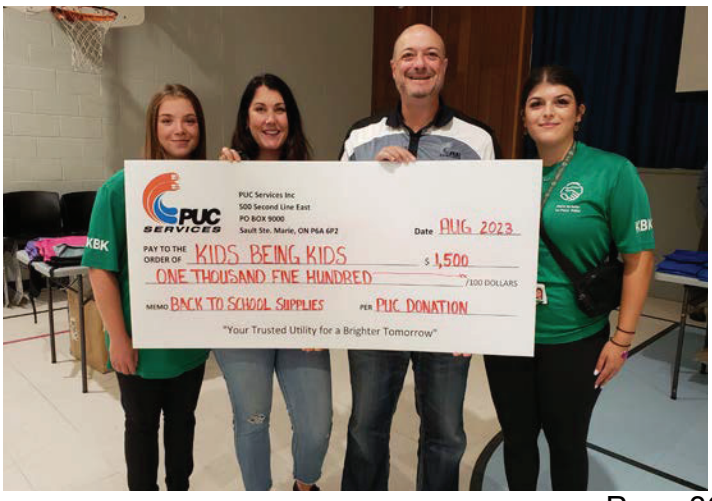
In 2023, PUC continued to support community organizations at the ground level. Employees volunteered their time for many different causes, including St. Vincent Place (photo to the right), where staff helped make lunches for those in need. This was just one of the many causes that staff and the company supported throughout the year. In total, PUC donated $75,000 to more than 50 different causes and organizations.



$75,000 DONATED TO 50+ CAUSES









SETTING THE PACE





ELECTRIC VEHICLE STRATEGY

In 2023, PUC moved forward on our commitment to electrify our fleet by adding 18 new electric vehicles (EVs). This ongoing transition demonstrates our leadership in the community and utility sector on the adoption of EVs.



AWARDS & RECOGNITION

PUC and PUC employees were the recipients of numerous awards throughout the year. Congratulations to Matt, Bassel and Jairus as they each won Algoma Visionary Awards at the annual Strive Young Professionals Group Gala for their work at PUC and in the community.



Matt Jakibchuck- Trades and Labour

Bassel Alkosani- Information Technology

Jairus Patterson- Community Champion & Civic Pride



PUC was recognized for its innovative Sault Smart Grid project and took home the Survalent Industry Leadership Award.

Our employees who donated countless hours to help build our float for the local Santa Claus parade were recognized by winning the Norm Candelori Best in Parade Grand Prize.




VISION FOR
THE FUTURE
www.ssmpuc.com
LIFE CYCLE EMISSIONS
OF ELECTRIC VS. COMBUSTION ENGINE VEHICLES
EV HOME CHARGER
PUC SERVICES
Easy at-home EV charging
PLEASE MAINTAIN A 5 METRE DISTANCE FROM OUR WORKERS

PUC'S STRATEGIC PLAN

PUC Services Inc. (PUC)'s Strategic Plan 2023-25 provides direction and focus, connecting PUC's mission and vision for the future to our roadmap on how to get there through setting goals and establishing strategic initiatives.



In 2023, PUC made major strides in moving the plan forward under the four strategic initiatives, Digital Transformation, Diversity Equity & Inclusion (DEI), Operational Planning & Execution and Strategic Growth.

PUC continued to make improvements to our customers' experience by making upgrades to our Customer Connect Portal and introducing Green Button, a new tool that provides greater insights into usage and consumption data.

Internally, efforts were made to improve and digitize cross-functional processes, and working with our partner Esri, progress was made towards moving Geographical Information Systems (GIS) capabilities in-house.

In addition, PUC gained momentum in establishing the groundwork for a new Project Management Office (PMO). This new area within PUC will help support future growth, as we take on larger and more complex projects. Related to these efforts, PUC was successful in expanding our service offerings, with a focus on water system engineering services.
PUC's goals in pursuing new and exciting growth opportunities also made headway in 2023. Watertight Lining Solutions completed its first project, the Leave to Construct was submitted for PUC Transmission LP, and contracts were established for Electric Vehicle Charging infrastructure for the Sault Police Services.

Finally, PUC's focus on Diversity, Equity & Inclusion (DEI) led to the formation of PUC's first DEI Employee Group, and the celebration of The National Day for Truth and Reconciliation. Partnership development continued in the community and PUC was successful in engaging Botembe Tulloch Group (BTG) to provide external support on the next steps of our journey.

FINANCIAL RESULTS



PUC INC.

Balance Sheet

December 31, 2023, with comparative information for 2022

	2023	2022
Assets		
Current assets:		
Accounts receivable	$ 2,269	$ 2,001
Payment in lieu of taxes recoverable	5,382	5,382
Due from Ecobility Inc.	614,163	-
Due from Northern Waterworks Inc.	-	100,000
Receivable from PUC Services Inc.	2,382,439	2,666,328
Receivable from PUC Distribution Inc.	610,080	610,080
	3,614,333	3,383,791
Deferred tax assets	127,000	25,000
Investments in subsidiaries	50,801,579	50,801,579
Note receivable	8,310,000	8,310,000
	59,238,579	59,136,579
	$ 62,852,912	$ 62,520,370
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 8,861	$ 886
Payable to City of Sault Ste. Marie	610,080	-
	618,941	886
Long-term debt	31,720,000	31,720,000
Shareholder's equity:		
Share capital:		
Authorized:		
Unlimited Special shares, non-voting, non-cumulative, redeemable at $10,000 per share		
100,000 Common shares		
Issued and outstanding:		
21,632 Common shares	14,618,248	14,618,248
1,462 Special shares	14,620,000	14,620,000
	29,238,248	29,238,248
Retained earnings	1,275,723	1,561,236
	30,513,971	30,799,484
	$ 62,852,912	$ 62,520,370

Management has extracted this financial information from the audited financial statements.

PUC INC.

Statement of Earnings

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Revenue:		
Interest income	$ 2,286,463	$ 2,293,534
Dividend income	1,704,243	710,080
	3,990,706	3,003,614
Expenses:		
Interest on long-term debt	1,934,920	1,934,920
Business development	618,687	347,709
Administrative	124,452	83,014
	2,678,059	2,365,643
Earnings before income taxes	1,312,647	637,971
Payment in lieu of taxes (recovery)	(102,000)	(16,000)
Net earnings	$ 1,414,647	$ 653,971

PUC INC.

Statement of Retained Earnings

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Retained earnings, beginning of year	$ 1,561,236	$ 907,265
Net earnings	1,414,647	653,971
Dividends	(1,700,160)	-
Retained earnings, end of year	$ 1,275,723	$ 1,561,236

Management has extracted this financial information from the audited financial statements.

PUC IC INC.

Statement of inancial Position

As at December 31, 2023, with comparative information for 2022

	2023	2022
Assets		
urrent assets:		
ash	$ 693,011	$ 761,864
Accounts receivable	4,078,552	5,718,771
Due from related parties	21,794,898	17,208,312
Inventories	593,334	602,206
Prepaid expenses	1,524,040	1,316,288
Payment in lieu of taxes recoverable	-	174,109
otal current assets	28,683,835	25,781,550
Non-current assets:		
Property, plant and e uipment	18,471,573	17,706,833
Intangible assets	1,045,078	1,025,880
otal non-current assets	19,516,651	18,732,713
otal assets	$ 48,200,486	$ 44,514,263
iabilities and Shareholder s E uity		
urrent liabilities:		
Accounts payable and accrued liabilities	$ 5,160,799	$ 5,702,400
Deferred tax liabilities	713,000	458,000
Payment in lieu of taxes	185,953	-
Due to related parties	14,224,108	11,920,309
urrent portion of long-term debt	85,656	85,656
ease liabilities - current	28,987	26,917
otal current liabilities	20,398,503	18,193,282
Non-current liabilities:		
ong-term debt	8,800,906	8,886,562
ease liabilities	18,991	47,978
Deferred revenue	10,113,479	10,568,482
Employee future benefit obligations	1,573,623	1,453,180
otal non-current liabilities	20,506,999	20,956,202
otal liabilities	40,905,502	39,149,484
Shareholder s e uity:		
Share capital	1,943,300	1,943,300
Accumulated other comprehensive income	930,064	954,232
Retained earnings	4,421,620	2,467,247
otal shareholder s e uity	7,294,984	5,364,779
ommitments and contingences		
otal liabilities and shareholder s e uity	$ 48,200,486	$ 44,514,263

Management has extracted this financial information from the audited financial statements.

PUC IC INC.

Statement of Income and omprehensive Income

As at December 31, 2023, with comparative information for 2022

	2023	2022
Revenue:		
anagement fees	$ 15,658,990	$ 12,258,541
ontracts	9,392,380	5,840,561
Services	340,321	2,319,380
ther operating revenue	1,522,854	1,690,795
	26,914,545	22,109,277
Expenses:		
ontract service	9,112,208	7,443,755
Administrative	6,458,284	5,571,560
acilities	2,204,329	2,252,548
Depreciation and amorti ation	2,872,302	2,740,600
Billing and collection	960,192	1,096,453
ustomer service	1,150,505	1,124,218
Street lights	344,258	419,079
New business development	618,687	347,709
ther business and maintenance	73,833	80,652
	23,794,598	21,076,574
Income from operating activities	3,119,947	1,032,703
Net finance costs	570,413	477,587
Income before provision for payment in lieu of taxes	2,549,534	555,116
Payment in lieu of taxes		
urrent (recovery) expense	331,447	(263,154)
Deferred expense	263,714	328,032
	595,161	64,878
Income for the year	1,954,373	490,238
ther comprehensive income (loss): items that will not be classified to profit or loss, net of income tax:		
Remeasurement of employee future benefits	(32,882)	407,427
Income tax recovery (expense) on other comprehensive income	8,714	(107,968)
ther comprehensive income (loss) for the year	(24,168)	299,459
Net income and comprehensive income for the year	$ 1,930,205	$ 789,697

Management has extracted this financial information from the audited financial statements.

PU IC U I I I C I I N
CI U . I

Statement of inancial Position

December 31, 2023, with comparative information for 2022

	2023	2022
inancial assets:		
ash	$ 7,924	$ 99,239
Accounts receivable	5,903,337	4,818,891
nbilled service revenue	1,271,954	1,235,298
Receivable from related company, P Services Inc.	11,752,144	9,253,981
	18,935,359	15,407,409
inancial liabilities:		
Accounts payable and accrued liabilities	7,963,799	5,610,072
oan payable	1,877,477	2,736,414
redit facility	3,000,000	-
	12,841,276	8,346,486
otal net financial assets	6,094,083	7,060,923
Non-financial assets:		
angible capital assets	116,424,108	108,067,126
Inventory	475,135	435,142
	116,899,243	108,502,268
Accumulated surplus	$ 122,993,326	$ 115,563,191

Management has extracted this financial information from the audited financial statements.

PU IC U I I I C I I N
CI U . I

Statement of perations and Accumulated Surplus

Year ended December 31, 2023, with comparative information for 2022

	2023 Budget	2023 otal	2022 otal
Revenues:			
Service revenue:			
Residential	$ 14,255,271	$ 14,545,067	$ 13,568,365
eneral	9,583,001	9,881,515	9,148,237
ydrants	1,724,609	1,790,681	1,695,771
	25,562,881	26,217,263	24,412,373
ther:			
Investment income	110,000	357,529	241,471
Non-service revenue	284,620	732,265	950,823
Developers contributions	-	51,034	895,303
	394,620	1,140,828	2,087,597
otal revenues	25,957,501	27,358,091	26,499,970
Expenditures:			
Purification and pumping	4,434,768	4,860,694	4,340,721
ransmission and distribution	5,201,208	4,650,296	4,599,013
Amorti ation of tangible capital assets	3,086,620	3,123,287	2,917,347
ydrants	686,338	486,629	465,240
Billing and collection	1,407,514	1,476,471	1,497,191
Interest on long-term debt	72,928	202,377	99,250
eneral and administration	4,564,121	5,128,202	4,612,786
otal expenditures	19,453,497	19,927,956	18,531,548
perating surplus	6,504,004	7,430,135	7,968,422
Accumulated operating surplus, beginning of year	115,563,191	115,563,191	107,594,769
Accumulated operating surplus, end of year	$ 122,067,195	$ 122,993,326	$ 115,563,191

Management has extracted this financial information from the audited financial statements.

PUC I I U I N INC.

Statement of inancial Position

December 31, 2023, with comparative information for 2022

	2023	2022
Assets		
urrent assets:		
ash	$ 1,007,300	$ 1,106,618
Accounts receivable	6,156,887	5,077,837
nbilled revenue	12,501,681	11,131,321
Inventory	2,857,352	2,698,152
Prepaid expenses	632,025	541,778
otal current assets	23,155,245	20,555,706
Non-current assets:		
Property, plant and e uipment	152,914,898	108,671,386
otal assets	176,070,143	129,227,092
Regulatory balances	7,590,390	23,661,714
otal assets and regulatory balances	$ 183,660,533	$ 152,888,806

Management has extracted this financial information from the audited financial statements.



PUC I I U I N INC.

Statement of inancial Position (continued)

December 31, 2023, with comparative information for 2022

	2023	2022
iabilities and Shareholder s E uity		
urrent liabilities:		
ine of credit	$ 3,460,000	$ -
Accounts payable and accrued liabilities	13,016,694	12,935,088
ustomer deposits	200,638	331,420
Payment in lieu of taxes	95,419	35,803
Dividends payable	610,080	610,080
Due to related parties	13,109,863	12,261,663
urrent portion of long-term debt	2,589,392	2,030,770
otal current liabilities	33,082,086	28,204,824
Non-current liabilities:		
Deferred revenue	13,892,859	6,009,457
Deferred tax liability	4,083,000	2,877,000
ong-term debt	85,426,708	73,125,410
otal non-current liabilities	103,402,567	82,011,867
otal liabilities	136,484,653	110,216,691
Shareholder s e uity:		
Share capital	20,062,107	20,062,107
Retained earnings	24,888,624	21,599,855
otal shareholder s e uity	44,950,731	41,661,962
otal liabilities and shareholder s e uity	181,435,384	151,878,653
Regulatory balances	2,225,149	1,010,153
ommitments and contingences		
otal liabilities, regulatory balances and shareholder s e uity	$ 183,660,533	$ 152,888,806

Management has extracted this financial information from the audited financial statements.

PUC I I U I N INC.

Statement of Income and omprehensive Income

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Revenue:		
Electricity sales	$ 70,559,207	$ 71,757,107
Distribution revenue	24,062,249	20,228,964
	94,621,456	91,986,071
ther operating revenue	2,622,508	2,970,919
	97,243,964	94,956,990
Expenses:		
Energy purchases	69,941,227	73,523,690
perations and maintenance	7,067,135	5,951,255
eneral and administrative	4,429,728	3,807,234
Billing and collection	1,534,006	1,509,091
Depreciation and amorti ation	5,578,272	4,271,685
ommunity relations	720,112	671,027
	89,270,480	89,733,982
Income from operating activities	7,973,484	5,223,008
Net finance costs	2,855,146	3,109,189
Income before tax and regulatory items	5,118,338	2,113,819
Income tax expense:		
urrent	121,510	99,662
Deferred	1,206,000	888,000
	1,327,510	987,662
Income for the year before movements in regulatory deferral account balances	3,790,828	1,126,157
Net movement in regulatory deferral account balances related to income or loss	617,979	(1,577,363)
Income tax	(1,206,000)	(888,000)
	(588,021)	(2,465,363)
Net income, being total comprehensive income for the year	$ 4,378,849	$ 3,591,520

Management has extracted this financial information from the audited financial statements.


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EXECUTIVE TEAM



Robert Brewer, Hon. B.Sc, MBA
President & CEO



Kelly McLellan, CPA, CMA, M.Acc
Chief Financial Officer



Guillaume Vachon, P. Eng., PMP
Chief Operating Officer



Robert Battisti, CPA, CMA, MBA
Interim Chief Financial Officer/ Vice President, Corporate Services



Kevin Bell, P. Eng.
Vice President, Special Projects



Mark Faught, CPA, CMA
Vice President, Corporate Services

BOARD OF DIRECTORS

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Retired Vice President,
Great Lakes Power Transmission

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Sault Area Hospital

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Senior Director, Finance,
OLG

BOB GIROUX
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Soanbert Corp.

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Lawyer,
Pitcher Law

NEIL STROM
Mill Controller,
Algoma Steel Inc.

JIM BONIFERRO
President & CEO,
Boniferro Mill Works ULC

CARLA BARONE
Director, Enterprise Portfolio
Management/ EPMO,
OLG

PAUL SKEGGS
Barrister & Solicitor,
Skeggs Paciocco Lawyers LLP

PUC DISTRIBUTION INC.

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Vice President, Human Resources,
Irving Ship Building

PAT MCAULEY, VICE-CHAIR
Retired, Commission of Public Works and
Transportation, City of Sault Ste. Marie

JIM BONIFERRO
President & CEO,
Boniferro Mill Works ULC

DAVID ZUCCATO
Retired, Senior Provincial Civil Servant

MARK HOWSON
Retired, Senior Maintainance Engineer,
Essar Steel Algoma Inc.

PUBLIC UTILITIES COMISSION

MARK HOWSON, CHAIR
Retired Senior Maintenance Engineer,
Algoma Steel Inc.

CHRIS GRAHAM
Project Supervisor, Environmental
Algoma Steel Inc.

SANDRA HOLLINGSWORTH
City Councillor,
City of Sault Ste. Marie

COREY GARDI
City Councillor,
City of Sault Ste. Marie

DR. MUSA ONYUNA,
Metallurgical Specialist,
Algoma Steel Inc.



CONTACT US

PUC Services Inc.
500 Second Line East
Sault Ste. Marie, ON
P6A 6P2

Email: customer.experience@ssmpuc.com
Phone: (705)-759-6522
Website: www.ssmpuc.com



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Thank you.

THE CORPORATION OF THE CITY OF SAULT STE MARIE

BY-LAW NO. 2024-91

TAX: A By-Law to Suspend the Provision of Vacant Unit Rebates

WHEREAS s.364(1) of The Municipal Act, 2001 C.45 requires municipalities to provide property tax rebates to vacant eligible properties in the Commercial and Industrial Property Tax Classes;

AND WHEREAS s.364 (1.1) of The Municipal Act, 2001 C.45 allows municipalities, by By-Law, to formally opt out and cease to provide property tax rebates to vacant eligible properties in the Commercial and Industrial Property Tax Classes;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste Marie enacts as follows:

1. In this by-law:

   "commercial property tax class" includes commercial, shopping centres and office building classifications;

   "eligible property" means property that has been prescribed as such by the Minister of Finance (hereinafter referred to as the "Minister") IN o.Reg.325/01 for the purposes of s.442.5 of the Act;

   "industrial property tax class" includes industrial and large industrial classifications;

2. That for the 2024 Taxation year and henceforth going forward, the municipality shall no longer provide property tax rebates for vacant units in the Commercial and Industrial property tax classes.

3. Where there is a conflict between this and any other By-Law, the provisions of this By-Law shall be deemed to take precedence.

4. The provisions in this by-law shall be deemed to have come into force and effect effective July 1, 2024.

5. **BY-LAWS 2023-73 and 2002-124 REPEALED**

   By-laws 2023-73 and 2002-124 are hereby repealed.

PASSED in open Council this 24th day of June, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-91 Cancellation of Vacant Unit Rebate.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-100

AGREEMENT: A by-law to authorize the execution of the Agreement with Creative Carriage Ltd. for the acquisition of two (2) eight (8) metre low floor parabuses.

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 June 5, 2024 with Creative Carriage Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the acquisition of two (2) eight (8) metre low floor parabuses

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Purchase Agreement

Schedule 2 to the Master Agreement

RFP-2022-PROC-355

The Supply and Delivery of Eight (8) Metre Low Floor Specialized Gasoline Transit Buses

Schedule 2 to the Master Agreement

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, for the

The Supply and Delivery of Eight (8) Metre Low Floor Specialized Gasoline Transit Buses

is effective as of the June 5, 2024

The Corporation of the City of Sault Ste. Marie

BETWEEN:

Creative Carriage

("the Purchaser")

- and -

Creative Carriage Ltd.

("the Vendor")

In consideration of their respective agreements set out below and subject to the terms of the Master Agreement for RFP-2022-PROC-355 between Metrolinx and Creative Carriage Ltd., dated October 14, 2022,

the Parties covenant and agree as follows:

1.0 ARTICLE 1 – DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"Defect" means any

(a) deficiency disclosed by the Vendor or otherwise discovered by the Purchaser in respect of a Bus; or

(b) patent or latent malfunction or failure in manufacture, installation, or design of any material, component or subsystem.

"Free On Board" or **"FOB"** means the Vendor bears the cost and risks associated with transportation, up to and including the delivery of the Buses and Optional items (as applicable) to the Purchaser's destination specified in the Purchase Agreement.

"Master Agreement" means the agreement made between the Vendor and Metrolinx for the provision of Buses to Purchasers during the Term including all of its schedules.

"Metrolinx Address" means:

30 Wellington Street West
4th Floor
Toronto, Ontario
M5L 1B1

Metrolinx Representative: Kristy Mlakar

Title: Manager, Transit Procurement
Telephone: 416-202-7742
Email: kristy.mlakar@metrolinx.com

"MSDS" means the Material Safety Data Sheets required under applicable laws or other requirements of law including the Workplace Hazardous Materials Information System (WHMIS) legislation**;**

"Parties" means the Purchaser and the Vendor;

"Purchase Agreement" or "**PA**" means this agreement (including all Schedules) entered into between Vendor and the Purchaser, in accordance with the RFP and the Master Agreement; which is also referred to herein as the Agreement;

"Purchasers Confidential Information" means any information that the Purchaser identifies in writing is confidential pursuant to Section 14.01;

"Term" has the meaning in Section 4.01 of this Purchase Agreement;

All other capitalized terms used in this Agreement have the meanings ascribed to them in the Master Agreement.

1.02 Schedules

The Schedules to this PA form a part of this PA and are as follows:

Schedule A (Deliverables)

Schedule B (Price); and

Additional Schedule(s), if applicable (Subsequent Option Year orders and/or new Purchase Orders).

1.03 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract for the purposes of this PA alone: (a) the main body of the PA shall govern over the Schedules to the PA; (b) subject to the last sentence in Section 3.04(c) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over the Purchase Agreement (including its Schedules); (c) the Master Agreement (including its Schedules) and the Purchase Agreement shall govern over the RFP and the Proposal; and (d) the RFP shall govern over the Proposal.

1.04 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Purchaser's Address to the attention of the Purchaser's Representative, to the Metrolinx Address to the attention of the Metrolinx Representative and to the Vendor Address to the attention of the Vendor Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) calendar day after such notice delivered. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties may amend their respective addresses (Purchaser's Address and the Vendor Address), by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this Section 1.04.

1.05 No Subcontracting or Assignment

The Vendor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to this Purchase Agreement, of the Purchaser. Such consent shall be in the sole discretion of Metrolinx and/or the Purchaser respectively as the case may be, and may be subject to the terms and conditions that may be imposed by Metrolinx and/or the Purchaser. Without limiting the generality of the conditions which Metrolinx and/or the Purchaser may require prior to consenting to the Vendor's use of a subcontractor, every contract entered into by the Vendor with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and Metrolinx or the Purchaser.

1.06 Duty to Disclose Change of Control

In the event that the Vendor undergoes a change in control, either de facto or de jure, the Vendor shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

1.07 Conflict of Interest

The Vendor shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations to both TPI Project Representative and the relevant Purchaser; and (c) comply with any requirements prescribed by Metrolinx or the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may, at its sole and absolute discretion, immediately terminate the PA upon giving notice to the Vendor where (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by Metrolinx and/or the Purchaser to resolve a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the PA.

1.08 Exclusivity and Work Volumes

The Vendor acknowledges that it is providing the Deliverables on an exclusive basis for Buses ordered during the Base Year, and during the Option Year, where the Purchaser has exercised the option to purchase on an exclusive basis. The Purchaser makes no representation regarding the volume of goods and services to be ordered under the Contract in the Base Year or Option Year, if exercised.

2.0 ARTICLE 2 – MASTER AGREEMENT

2.01 Master Agreement

The terms and conditions of the Master Agreement are incorporated herein unless otherwise specified in this Agreement and for such purposes, the Purchaser shall be read as Metrolinx, and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser and the rights exercisable by Metrolinx shall also be exercisable by the Purchaser. Notwithstanding the foregoing it is agreed and

acknowledged by the Parties to this Purchase Agreement that the contractual relationship between the Vendor and the Purchaser for any Deliverables is exclusively between those Parties.

3.0 ARTICLE 3 – REPRESENTATIVES FOR PURCHASE AGREEMENT

3.01 Vendor Representative

The Vendor's representative for purposes of this Purchase Agreement shall be:

Darryl Nuun, VP Operations
T: 519-740-4801 Ext. 112
E: darryl@creativecarriage.com

The Vendor acknowledges and agrees that the Vendor's representative named above has authority to legally bind the Vendor.

3.02 Purchaser Representative*The Purchaser representative for purposes of this Purchase Agreement shall be:*

The Corporation of the City of Sault Ste. Marie

99 Foster Drive
Sault Ste. Marie, Ontario. P6A 5X6
Nicole Maione, Manager Transit & Parking
n.maione@cityssm.on.ca
905-759-5434

4.0 ARTICLE 4 – TERM OF PURCHASE AGREEMENT

4.01 Term

The term of this Purchase Agreement is in effect so long as the Master Agreement is in effect, unless otherwise terminated in accordance with Section 4.02 of this Purchase Agreement ("**Term**").

4.02 Immediate Termination of Contract

The Purchaser may immediately terminate the PA upon giving notice to the Vendor where:

(a) the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency;

(b) the Vendor breaches any provision in Article 14 (Confidentiality and MFIPPA) of the PA;

(c) the Vendor breaches the Conflict of Interest paragraph in Article 1 (Definitions, Interpretation and General Provisions) of the PA;

(d) the Vendor, prior to or after executing the PA, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser;

(e) the Vendor undergoes a change in control which, in the sole opinion of the Purchaser, adversely affects the Vendor's ability to satisfy some or all of its obligations under the PA;

(f) the Vendor subcontracts for the provision of part or all of the Deliverables or assigns the PA without first obtaining the written approval of the Purchaser and/or Metrolinx as the case may be;

(g) there is a safety violation by the Vendor or a non-curable breach, both of which shall be determined by the Purchaser in its sole and absolute discretion; or

(h) the Vendor's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

4.03 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Vendor fails to comply with any of its obligations under the PA, the Purchaser may issue a rectification notice to the Vendor setting out the manner and time frame for rectification. Within ten (10) calendar days of receipt of that notice the Vendor shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Purchase Agreement. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow the Purchaser to immediately terminate the Purchase Agreement.

4.04 Vendor's Payment Upon Termination

The Purchaser shall only be responsible for the payments contemplated by the Purchase Agreement up to and including the effective date of any termination unless instructions for a later effective date have been provided in writing by a Purchaser to the contrary. Termination shall not relieve the Vendor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, The Purchaser may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination.

4.05 Termination on Notice

The Purchaser reserves the right to terminate the PA without cause upon sixty (60) calendar days prior written notice to the Vendor. Notwithstanding anything in this PA to the contrary, in the event of termination under this Section 4.05, and subject to the Vendor's obligation to mitigate as set out in this Section 4.05, the Purchaser shall be responsible for the payment of the Vendor's direct, verifiable costs relating to such Deliverables or portions thereof as have been completed or assembled by the Vendor up to and including the effective date of termination. Notwithstanding the foregoing, in reducing the Vendor's costs the Vendor shall be obligated to first utilize, set aside or apply such Deliverables or portions thereof as may be necessary to satisfy its obligations under other existing Purchase Agreements or third-party agreements prior to the Purchaser's payment for such items pursuant to this Section 4.05.

5.0 ARTICLE 5 – PERFORMANCE BY VENDOR

5.01 Vendor to Comply with Reasonable Change Requests

The Purchaser may, in writing, request changes to the PA, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable Purchaser change requests and the performance of such requests shall be in accordance with the terms and conditions of the Contract. If the Vendor is unable to comply with the change

request, it shall promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this PA.

If the Vendor is of the reasonable opinion that it is necessary for reasons beyond the Vendor's control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the results intended by the Contract, it shall provide written notice of this requirement and details of same to the Purchaser. The Purchaser may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Agreement. Subject to Section 5.02, in no event will any such change result in an increase to the Price.

5.02 Pricing for Requested Changes

Where a Purchaser change request revises the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed contemplated changes. The Vendor shall:

(a) include reasonable market pricing for the particular type of goods or services contemplated in the change request and the Vendor shall not unreasonably refuse to provide those goods or services Purchaser may request the Vendor to substantiate the pricing provided for engineering, materials, and labour, and to identify the full engineering costs that shall be adjusted when requests are used on subsequent Purchase Orders as non-reoccurring costs;

(b) negotiate the Price with Purchaser within a reasonable period of time;

(c) if the Purchaser identifies that they would like to supply certain components (i.e. customer supplied components), in lieu of those provided by the Vendor, the Vendor is to design and install such items at a reasonable market price, and be able to provide justification for their pricing. Purchaser may request Vendor to substantiate the pricing provided for engineering, materials, and labour, and to identify the full engineering costs that shall be adjusted when requests are used on subsequent Purchase Orders as non-reoccurring costs;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

5.03 Rights and Remedies and Vendor Obligations Not Limited to Contract

The express rights and remedies of the Purchaser and obligations of the Vendor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Vendor at law or in equity, except as specifically stated herein.

5.04 Price Adjustments Due to Regulation and/or Statutory Changes

If the Vendor is of the opinion that at any time before or after the execution of the Master Agreement or after the commencement of the execution of the Master Agreement, the Prices have to be adjusted as a result of any change in applicable laws or regulations occurring subsequent to the Master Agreement Effective Date, it shall forward to Metrolinx written notice of rationale for the change (including a description of the law requiring the change), the nature of the change, the timing and any required Price adjustment. These

Price adjustments shall be treated by the Parties as the new Prices, subject to written approval of Metrolinx and the Purchasers, as applicable, acting reasonably.

5.05 Favourable Pricing

If the Vendor is able to offer any one Purchaser a Price reduction with respect to any of the Options set out in Schedule 1 to the Master Agreement, it shall make a similar offer to every other Purchaser.

5.06 Obsolete Components

If the Vendor is unable to offer a component due to obsolescence a replacement, of equal value, must be identified and shared with the Purchaser at no additional cost or delay to delivery.

6.0 ARTICLE 6 – DELIVERABLES, PRICES AND PAYMENT PROCESS

6.01 Deliverables, Prices and Payment Process

The Vendor agrees to provide the Deliverables to the Purchaser in compliance with the Master Agreement and as more particularly specified in Schedule A (Deliverables) to this Purchase Agreement. Subject to the Master Agreement, the Price for the provision of the Deliverables shall be as specified in Schedule B (Price) to this Purchase Agreement. Unless otherwise specified in Schedule B (Price), the Vendor shall invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the terms set out in Section 6.02 of this PA.

6.02 Invoicing and Payments

The ordering Purchaser(s) shall be invoiced in accordance with the following procedures unless otherwise specified in the Purchase Agreement. Payment will be made only in Canadian funds. Terms for payment of invoices shall be net 30 calendar days from the date of acceptance of the Bus by the Purchaser in accordance with this Agreement. Early payment discounts can be negotiated between a Purchaser and the Vendor.

All invoices covering purchases by each Purchaser must:

(a) Itemize any applicable taxes owing separate from the basic cost of Buses;

(b) Indicate the number of Buses delivered to the Purchaser;

(c) Indicate the unit price for the Buses and the total amount payable by Purchaser in respect of Buses delivered (for the avoidance of doubt, prices are based on the Purchase Order date and not the delivery date);

(d) Include the purchase order number (if applicable), complete shipping and invoicing address (shipping costs are the responsibility of the Vendor); Vendor contract number (i.e. RFP Number), Purchaser contact name, telephone and facsimile number; Vendor name, address, telephone and facsimile number; order date; delivery date; product code number; quantity; product description; unit price; total dollar value of order/purchase; HST itemized separately; terms of payment: net 30 calendar days and signature of authorized Purchaser;

(e) Invoices that are not properly completed and signed, or which are lacking any of the information required in (d) above, or contain a billing error will not be processed and will be returned unpaid to the Vendor with a description of the billing error or missing information; and

(f) Be supported by detailed records maintained by the Vendor for a period of seven (7) years following completion or termination of the Master Agreement and made available to the Purchaser upon request, notwithstanding such completion or termination.

6.03 Payment According to Contract Prices

Each Purchaser shall be exclusively responsible for the payment to the Vendor for the Deliverables in accordance with the terms and conditions of the Contract and in relation to its particular Purchase Agreement. Metrolinx shall not be responsible for any payment or other obligation under any Purchase Agreement.

6.04 Hold Back or Set Off

The Purchaser may hold back or set off against payment twice the estimated cost of any Defect if, in the opinion of the Purchaser acting reasonably, the Vendor has failed to comply with any requirements of the Contract. This amount will be paid immediately by the Purchaser upon rectification of the Defect by the Vendor.

6.05 No Expenses or Additional Charges

There shall be no other charges payable to the Vendor under the Purchase Agreement other than the Prices established under the Contract and otherwise payable hereunder in respect of the Vendor's provision of the Deliverables.

6.06 Payment of Taxes and Duties

Unless otherwise stated, the Vendor shall pay all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Contract.

6.07 Withholding Tax

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Vendor under the PA and shall remit it to the appropriate government in accordance with applicable tax laws.

6.08 Interest on Late Payment

The interest rate for any late payment occurring only through no fault of the Vendor or on account of force majeure will prevail and shall not exceed the general rate of interest on overpayment of provincial taxes in effect on the date that the payment went into arrears.

6.09 Document Retention and Audit

For seven (7) years after the expiration of the Term, the Vendor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Vendor shall permit and assist the Purchaser, Metrolinx, the Ministry and the Auditor General in conducting audits of the operations of the Vendor and any sub-vendor or subcontractor of any Work or parts forming any part of the Deliverables to verify (a) and (b) above. The Purchaser, Metrolinx, the Ministry or the Auditor General, as the case may be, shall provide the Vendor with at least fourteen (14) calendar days prior notice of its requirement for such audit. The Vendor's obligations under this paragraph shall survive any termination or expiry of the Contract.

The Purchaser, Metrolinx, and each of their respective representatives and agents, as may be applicable, agree to enter into a confidentiality agreement with the Vendor prior to their

commencement of an audit, inspection or review of the Vendor's records in order to protect and maintain the confidentiality of the Vendor's confidential information. Any such confidentiality agreement shall be subject to the relevant parties' obligations under MFIPPA or FIPPA and shall exclude information that is generally available to the public without fault or breach by the Purchaser, information of a general nature relating to the RFP or the procurement process, information already in the possession of the Purchaser, information which becomes available to the Purchaser from a third party provided such third party is not breaching any obligation of confidentiality.

6.10 Manuals and Drawings Hold Back

Pursuant to the relevant PA and without limitation to any other remedies the Purchaser may have, the Purchaser shall hold back three percent (3%) of the Price of the last Bus to be accepted hereunder until all of the applicable manuals, drawings, diagrams, special tools and diagnostic equipment have been delivered as per the Technical Specifications (Section 1.3), as the case may be, it being understood that the release of any such holdback by a Purchaser to the Vendor shall not operate as a waiver of the Vendor's obligation to provide the Deliverables in accordance with the Contract.

6.11 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

7.0 ARTICLE 7 – DELIVERY, ACCEPTANCE AND TITLE

7.01 Delivery Procedure

Upon satisfactory completion of the test required pursuant to Appendix A – Technical Specifications and Proponent Response Workbook, Section 2.4 Acceptance, Testing and Inspection, the Buses/Deliverables will be delivered to the Purchaser by the Vendor with:

(a) Any Defects or deficiencies from the Bus Manufacturer corrected;

(b) Any damage that occurred in transit from the Bus Manufacturer corrected;

(c) Completion of any additional work (such as application of paint/decals/etc., equipment installation, etc.), as jointly agreed to by the Vendor and the Purchaser and documented in Schedule A of the PA.

(d) A completed New Vehicle Information Card issued in accordance with the Requirements of Law.

The delivery of a Bus shall be determined by the Vendor's authorization signed by the Purchaser's designated agent(s), at the point of delivery specified in the PA. A visual inspection by the Purchaser's agent shall not constitute acceptance.

7.02 Delivery Schedule

Unless otherwise specified by the Purchaser, all deliveries of Buses should be made on Business Days during Business Hours. The Vendor shall ensure that all specified delivery schedules provided by the Purchaser are strictly adhered to. The Vendor shall notify the Purchaser delivery contact a minimum of four (4) calendar days in advance of each delivery. No delivery or service charges are permitted.

Bus deliveries shall be completed within nine (9) months from the execution of the Purchase Order. Where, at the time of the execution of the Purchase Order, the Vendor can

reasonably demonstrate that no production slot is available to meet the nine (9) month delivery period stipulated above, the Vendor will provide reasonable evidence to support this claim and negotiate with the Purchaser the option of a later delivery date not to exceed in any case eleven (11) months from the execution date of the Purchase Order.

If Bus deliveries need to be established at a per weekly delivery rate, both the Purchaser and Vendor shall agree to the set rate which shall be included in Schedule A or subsequent Schedules.

In all cases, the agreed to delivery date(s) shall be set out in writing and included in Schedule A, or subsequent Schedules. All delivery schedules as agreed to by the Purchaser, will be communicated to Metrolinx by the Vendor. Deliveries that are made later than the agreed upon time as per Schedule A, or subsequent Schedules, will be subject to liquidated damages as prescribed in Section 9.01 – Liquidated Damages – Delivery and Acceptance.

7.03 Title

The Vendor warrants that, upon Purchaser's acceptance of each Bus, as described in this PA, the title shall pass to the Purchaser free and clear of all encumbrances.

7.04 Assumption Of Risk of Loss

The Vendor assumes risk of loss while Buses are being manufactured and delivered to the Purchaser. The Purchaser shall assume risk of loss of the Bus upon delivery, as defined above in section 7.01 (Delivery Procedure). If the Bus is removed from the Purchaser's property by or on behalf of the Vendor for any reason, the Vendor shall assume risk of loss until the Bus is returned to the Purchaser at its delivery location.

7.05 Acceptance Of Bus

Within twenty–one (21) calendar-days after arrival at the designated point of delivery, each Bus shall undergo the Purchaser's tests defined in Appendix A Technical Specifications and RFP Proponent Response, Section 2.1.1 (Quality Assurance Requirements). If the Bus passes these tests the Purchaser will notify the Vendor in writing. If the Bus does not pass these tests, the Purchaser will notify the Vendor, in writing, of the specific reasons for non-acceptance or conditional acceptance. If the Purchaser does not notify the Vendor of acceptance or non-acceptance or puts the Bus into revenue service without notification of conditional acceptance, the Vendor may, after twenty-one (21) calendar-days, notify the Purchaser that the Bus is deemed to have been accepted.

7.06 Repairs After Non-Acceptance

The Vendor, or its designated representative (which may in some instances be the Purchaser) shall correct any Defects identified by the Purchaser, within seven (7) calendar days after receiving the non-acceptance or conditional acceptance notification of the Bus from the Purchaser.

The Vendor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Purchaser's option, the Vendor may be required to remove the Bus from the Purchaser's property while repairs are being affected. If the Bus is removed from the Purchaser's property, the Vendor's representatives must diligently pursue repair procedures. The Purchaser shall make the Bus available for the purposes of such repair(s).

7.07 Repairs By Purchaser

If the Purchaser is authorized by the Vendor to correct the Defects that caused the conditional acceptance or non-acceptance of the Bus, it shall use Vendor-specified parts available from its own stock or those supplied by the Vendor specifically for this repair.

(1) Vendor Supplied Parts. If the Vendor supplies parts for the Work being performed by the Purchaser, these parts shall be shipped prepaid to the Purchaser within 10 (ten) calendar days after receipt of the Purchaser's request for said parts.

(2) Reimbursement for Parts. The Vendor shall reimburse the Purchaser for all parts and materials necessary to correct the Defect. The reimbursement shall be at the current replacement cost and shall include applicable taxes. Alternatively, the Vendor may replace the parts at no cost to the Purchaser.

(3) Return of Defective Components. The Vendor may request that defective parts covered by this provision be returned to the manufacturing plant, at the Vendor's cost.

(4) Reimbursement for Labour. The Vendor shall reimburse the Purchaser for labour. The amount shall be determined by multiplying the number of person-hours actually required to correct the Defect by an all-inclusive shop rate as specified in Section 3.3.6 Reimbursement for Labor - Technical Specification Appendix A and Proponent Response.

(5) Reimbursement for Warranty Labour and/or Parts. The Vendor shall reimburse the Purchaser by cheque for warranty labour and/or parts, within 60 (sixty) calendar days of receipt of warranty claim. The Purchaser will have the option of accepting reimbursement through parts credits, if applicable.

8.0 ARTICLE 8 – DELAYS

8.01 Vendor's Delay

If the Vendor is delayed at any time during the progress of the Work by the neglect or failure of the Purchaser or by a cause described below, then the time for completion of the relevant Work and/or affected delivery date(s) may be extended by the Vendor for a commensurate period of time subject to the following conditions:

(1) The cause of the delay must arise after the notice of award and neither was nor could have been anticipated by the Vendor by reasonable investigation before such award;

(2) The Vendor demonstrates to the Purchaser that the completion of the Work and/or affected delivery(ies) will be actually and necessarily delayed;

(3) The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

(4) The Vendor makes written request and provides other information to the Purchaser as described in section 8.02 (Notification of Vendor Delay).

A delay that meets all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Vendor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the specified time for completion pursuant to Article 9 (Liquidated Damages) for delays occurring prior or subsequent to the occurrence of an excusable delay.

The Purchaser reserves the right to rescind or shorten any extension previously granted if, subsequently, the Purchaser determines that any information provided by the Vendor in support of a request for an extension of time was erroneous provided that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Purchaser will not rescind or shorten any extension previously granted if the Vendor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Vendor.

8.02 Notification Of Vendor Delay

Notwithstanding Force Majeure (see Master Agreement, Section 1.08), no extension or adjustment of time shall be granted by the Purchaser unless the Vendor provides the Purchaser (a) written notice of the delay within fourteen (14) calendar days after the commencement of the delay and (b) a written application stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Vendor under the Contract, and the portion or portions of the Work affected, within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either Party under this Agreement. The Purchaser shall make its determination within thirty (30) calendar days after receipt of the Vendor's application.

9.0 ARTICLE 9 – LIQUIDATED DAMAGES

9.01 Liquidated Damages – Delivery and Acceptance

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the completion of the Work and the Deliverables and that in case of any failure on the part of the Vendor to complete the Work or provide the Deliverables within the time specified in Section 7.02 (Delivery Schedule), except for any delay as provided for in this Agreement, the Master Agreement Section 1.08 (Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars ($100.00) per Business Day per Bus not delivered in acceptable condition as per Section 2.4.2 (Pre-Delivery Tests and Sign-off) of Appendix A – Technical Specifications and Proponent Response.

The Vendor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Vendor under the Purchase Agreement, computed as aforesaid. If the monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by

the Purchaser arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Vendor's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Vendor.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

9.02 Liquidated Damages – Warranty Repairs

It is mutually understood and agreed by and between the Parties to the Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Vendor to complete the Work within the time specified in the Technical Specifications (Section 3.2 Repair Procedures – By Vendor), except for any delay as provided for in this Agreement, the Master Agreement (section 1.08 Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at $100.00 (one hundred dollars) per calendar day per Bus that is out of service for more than fifteen (15)) Business Days after notification by the Purchaser of a Defect applicable to the Bus Manufacturer's Warranty (See Appendix A – Technical Specifications and Proponent Response, Section 3.1.7 - Component Registration). The damages will be calculated from the date that the Purchaser notified the Vendor.

The Vendor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Vendor under the Purchase Agreement, computed as aforesaid. If the monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Vendor's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Vendor.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

10.0 ARTICLE 10 – MATERIALS AND WORKMANSHIP

All materials and workmanship including but not limited to the Work and Deliverables to be provided by the Vendor to the Purchaser hereunder will comply with the Technical

Specifications, including without limitation, the Warranty Provisions set out in Appendix A - Technical Specifications.

10.01 Quality of Materials

The Vendor shall furnish all materials required to complete the Bus. The materials furnished shall be new and shall be free from impurities, Defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Technical Specifications shall be incorporated into the item or items to be procured.

10.02 Equivalent Materials and Equipment

The Vendor shall manufacture and supply the Bus(es) with the components and materials as proposed and agreed to in the Master Agreement and the individual Purchaser's Purchase Agreement unless substitutions become necessary. Any substitution of an article or material shall be of at least equal quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

(a) Any such substitution shall require prior approval in writing by the Purchaser and the TPI Project Representative.

(b) Any such substitutions shall not result in any additional cost to the Purchaser.

(c) All requests by the Vendor for approval of substitutions shall be made to the Purchaser in writing and accompanied by supporting information,

(d) The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon the Vendor and all information and tests related to such proof shall be free of cost to the Purchaser.

Whenever classification, rating or other certification by a body such as the Canadian Standards Association (CSA), the American Society for Testing and Materials (ASTM), or recognized National Standards is a part of the Technical Specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate body of compliance with the requirements of the Technical Specifications.

10.03 Defective Material

Material or equipment intended for use on the Bus(es), or parts thereof, which is found to be not in conformance with the Contract shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on the Work unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the Purchaser and/or Inspector.

10.04 Maintainability

It is imperative that the emphasis be placed upon maintainability, which depends upon accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The bus design must minimize the variety of sizes and types of fasteners to minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners. It must not be necessary to disconnect piping, move apparatus or other obstacles before servicing or removing apparatus needing regular maintenance. Panels and suitable

sub-assemblies should make the greatest possible use of swing-out, slide-out or foldout features for convenient access to components. All lubrication fittings must be located and positioned so that they can be serviced with basic lubricating devices without the need to make alterations to the types, location and position of the fittings.

10.05 Welding

Welding procedures, materials and qualifications of welding operators shall be in accordance with CSA W59-03 and/or AWS D8.8M:2007 and if applicable, standards of ASTM and AWS. Where visible, welds shall have a finished appearance. All metals to be joined by welding shall have their contact surfaces free of scale, grease and paint. Where non-anodized metal is riveted or bolded to metal, contact surfaces shall be thoroughly cleaned and properly primed.

10.06 Protection from Road Dirt

Design of the Bus must be such that excessive road dirt is not deposited on the windows and exterior panels.

10.07 Fire Retardant Materials

The Bus must be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other Requirements of Law. These provisions must include the use of fire-retardant/low-smoke materials, firewalls, and facilitation of passenger evacuation. All interior materials except the plywood floor shall be fire retardant and must meet the requirements of CMVSS #302 as a minimum.

No foamed plastic or urethane insulation may be used anywhere in any of the vehicles. Polystyrene is acceptable. The use of Asbestos or Asbestos products is not permitted.

11.0 ARTICLE 11 – VENDOR – PURCHASER ACKNOWLEDGEMENT

11.01 Acknowledgement

The Vendor and Purchaser acknowledge and agree that Metrolinx and its Successors shall not be liable or responsible to either the Vendor or the Purchaser for any matter arising under this Purchase Agreement or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Vendor and Purchaser acknowledge and agree that Metrolinx and its Successors will not be liable or responsible for any payment or other obligation relating to the purchase of the Buses or other Work or Deliverables provided hereunder. The Purchaser and Vendor agree that this provision is for the benefit of Metrolinx and that Metrolinx is a third party beneficiary of this provision and consequently, Metrolinx has the right to enforce this provision as if it was a party to this Agreement.

12.0 ARTICLE 12 - PURCHASERS RESPONSIBILITIES

12.01 Purchaser Responsibilities

(1) The Purchaser will be responsible for administering this Agreement.

(2) The Purchaser shall:

(a) inspect each Bus upon delivery and prior to issuing an acceptance certificate;

(b) receive invoices sent by the Vendor and shall be responsible for ensuring payment;

(3) The Purchaser shall deal directly with the Vendor with respect to any post-delivery issues specific to this Agreement including warranty and other repair issues. The Purchaser consents to the release any related Bus information by the Vendor to Metrolinx as required.

(4) Purchaser acknowledges and agrees that it is only permitted to purchase a Bus or Buses during the Base Year, Option Year, if exercised, or a further extension of the Term of the Master Agreement.

(5) If there are multiple separate purchases for Buses by a Purchaser, Vendor and Purchaser shall execute at least one Purchase Agreement. Any subsequent purchases may be through another Purchase Agreement or Purchase Order and such Purchase Order shall be attached as a subsequent schedule to the original Purchase Agreement.

13.0 ARTICLE 13 – TPI PROJECT REPRESENTATIVE(S) AND PRODUCTION SCHEDULE

13.01 TPI Project Representative(s)

TPI Project Representative(s) will represent the Purchaser until such time as all Buses have been accepted by the Purchaser and will report to and take direction from the Steering Committee:

TPI Project Representative(s) responsibilities include:

(a) being the one-window point of contact for the Vendor;

(b) exchanging information between the Vendor and Purchasers;

(c) identifying any issues related to the performance of Work in respect of the Contract and Deliverables;

(d) recommending to Purchasers the rejection of Work that does not conform to the Master Agreement;

(e) overseeing and providing direction to the Inspector on behalf of Purchasers (if applicable), and

(f) coordinating approval of “equivalent” requests as per Section 10.02.

13.02 Production Schedule

Upon the execution of the Purchase Agreement, the Vendor shall provide the TPI Project Representative the production schedule and any revisions to the production schedule in relation to the Deliverables under the PA. The Vendor shall follow the approved production schedule unless varied by agreement with TPI Project Representative.

14.0 ARTICLE 14 – CONFIDENTIALITY AND MFIPPA

14.01 Purchasers’ Confidential Information

During and following the Term, any information identified in writing by the Purchaser as confidential, the Vendor shall: (a) keep all Confidential Information confidential and secure; (b) limit the disclosure of Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal),

without first obtaining: (i) the written consent of the Purchaser and (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; (d) provide Confidential Information to the Purchaser on demand; and (e) return all Confidential Information to the Purchaser before the termination or expiry of the Term, with no copy or portion kept by the Vendor.

14.02 MFIPPA Records and Compliance

The Vendor and the Purchaser acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Vendor agrees:

(a) to keep Records secure;

(b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue;

(c) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables;

(d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser;

(e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

(f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Deliverables;

(g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and

(h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where they are obligated to do so under MFIPPA by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

14.03 Security Measures

(a) The Vendor shall select, implement (prior to the commencement of the Work), use and maintain the most appropriate products, tools, measures and procedures to ensure the security of all Purchaser Confidential Information, as determined with reference to and generally in compliance with the Requirements of Law, Industry Standards, and best practices, or as otherwise prescribed by the Purchaser, during the Term. Without limiting the generality of the foregoing, such practices shall include:

(i) privacy due diligence safeguards; and

(ii) physical and electronic security measures and confidentiality enhancing technologies to guard against unauthorized disclosures, access and use, such as firewalls, encryption, the use of user identification and passwords, software or other automated systems to control and track the addition and deletion of users, and software or other automated systems to control and track user access to areas and features of information systems.

(b) For greater certainty, the Purchaser reserves the right to prescribe the specific manner in which Vendor shall perform its obligations relating to this Section 14.03.

15.0 ARTICLE 15 – INDEMNITY AND INSURANCE

15.01 Vendor Indemnity

The Vendor hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including reasonable legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done that was not specifically authorized by the Contract by the Vendor, its subcontractors or their respective directors, officers, agents, employees, component Vendors or independent contractors in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Contract. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

15.02 Vendor's Insurance

The Vendor hereby agrees to put in effect and maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

(a) Continuous commercial general liability insurance coverage, which shall be maintained beyond the Term, for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Ten Million Dollars **($10,000,000)** per occurrence, Ten Million Dollars (**$10,000,000)** products and completed operations aggregate. Such liability insurance shall contain no exclusions in conflict with the work required to be performed under the Master Agreement. The policy is to be endorsed to include the following:

(i) the Indemnified Parties as additional insureds

(ii) contractual liability coverage

(iii) cross-liability clause

(iv) employer's liability coverage (or compliance with the paragraph below entitled "Proof of Workplace Safety and Insurance Act (W.S.I.A) Coverage" is required)

(v) 30 day written notice of cancellation, termination

(vi) tenant's legal liability coverage (if applicable and with applicable sub-limits)

(vii) non-owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable

(b) All Risks Property Insurance shall be in the joint names of the Vendor and Metrolinx. The insurance provided shall have limits of not less than the greater of

(i) $2,000,000; or

(ii) the sum of the total value of all products ordered under all applicable Purchase Agreements in a given year, along with the applicable Value Added Taxes, as specified in the Contract Documents.

The policy shall include a waiver of subrogation against Metrolinx.

(c) Automobile Liability Insurance

The Vendor shall, at its own expense, obtain and maintain at all times during the term of the contract insurance covering for bodily injury, death, damage to property and statutory accident benefits coverage with respect to all vehicles owned, licensed or leased by the Vendor. The policy shall have limits of not less than Five Million Dollars **($5,000,000)** inclusive per occurrence.

(d) Additional Coverage

Without prejudice to the other provisions of the Master Agreement, the Vendor shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances that are reasonable for the performance of the type of Work required by the Master Agreement and which they are required to obtain and maintain, or cause to be obtained or maintained, by applicable law.

15.03 Proof of Insurance

The Vendor shall provide Metrolinx with proof of the insurance required by the Master Agreement in the form of valid certificates of insurance that references the Master Agreement and confirms the required coverage, on or before the commencement of the Master Agreement, and renewal replacements, including the contract number, up to 30 calendar days post inception or renewal date and thereafter, no later than 15 calendar days prior to the placement, renewal, amendment or extension of all or any part of the insurance. Upon the request of Metrolinx, a copy of each insurance policy shall be made available. The Vendor shall ensure that each of its subcontractors complies with the insurance requirements set out in the Master Agreement by obtaining similar types of insurance and providing the Vendor with proof of the acquisition and maintenance of such insurance. The Vendor shall be responsible for all deductible amounts under the policies.

15.04 Proof of W.S.I.A. Coverage

If the Vendor is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Purchaser prior to the execution of the Purchase Agreement by the Purchaser. In addition, the Vendor shall, from time to time at the request of the Purchaser, provide additional WSIA clearance certificates. The Vendor covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Purchaser shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Vendor or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Vendor pursuant to the

Contract together with all costs incurred by the Purchaser in connection therewith. If the Vendor is not subject to the WSIA it shall be bound by the terms and required to comply with such reasonably equivalent workplace and safety requirements as may be applicable to it in the provision of the Deliverables pursuant to the Contract and the foregoing provisions of this Section 15.04 (Proof of WSIA Coverage) shall apply *mutatis mutandi* with respect to such requirements.

15.05 Health and Safety

(a) Occupational Health & Safety Act

(i) The Vendor shall comply with OHSA, and any obligations of the Vendor as an "employer" thereunder, and with all regulations made under the OHSA.

(ii) The Vendor shall report to Metrolinx and the Purchaser any non-compliance by a subcontactor in the performance of the Work with the regulations under the OHSA if and when brought to the attention of the Vendor.

(iii) The Vendor acknowledges that lack of compliance with applicable provincial or municipal health and safety requirements will be and are intended to be documented and kept on file, and that such lack of compliance may cause:

(A) the Vendor's performance of the Work to be suspended; or

(B) this PA to be cancelled by the Purchaser.

(iv) The Vendor will be under an obligation to cease the Work, or any part thereof, if an authorized representative of Metrolinx or the relevant Purchaser so requires orally or in writing on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Work or affected part thereof shall not resume until any such violation has been rectified.

(v) The Vendor shall be responsible for any delay caused by the Vendor in the progress of the Work as a result of any violation of provincial or municipal health and safety requirements by the Vendor, it being understood that such delay shall be not be a force majeure for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to Metrolinx or the Purchaser, which shall not be responsible for any additional expense or liability resulting from any such delay.

(vi) Nothing in this Section 15.05 shall be taken as making Metrolinx or the Purchaser the "employer" (as described in Section 15.05(a)(i) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.

15.06 Safety Requirements

(a) The Vendor shall comply with the "Safety Requirements" and "Environmental Protection", if applicable, Sections of the Scope of Work. Safety of Persons at or near a designated site or location of the Work and the public is of paramount concern to the Purchaser. In the performance of the Work, the Vendor shall not in any manner endanger the safety of, or unlawfully interfere with, Persons on or off the designated site or location of the Work, including the public.

(b) The Vendor specifically covenants and agrees that:

(i) it shall comply with best industry practice in Ontario respecting health and safety in a manner that recognizes and minimizes the risk to workers, other individuals, property and the operations of Metrolinx and the Purchaser, to the extent that such practices are not inconsistent with an express instruction set out in the Master Agreement or provided by Metrolinx and/or the PA or provided by the Purchaser, as applicable;

(ii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the requirements of OHSA and/or the Canadian Labour Code, Part II, as applicable;

(iii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the safety requirements set out in the Contract;

(iv) it shall maintain, strictly enforce and comply, and ensure that all Vendor Personnel comply, in all regards with the Vendor's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx's and/or the Purchaser's health and safety program;

(v) it shall comply, and shall ensure that all Vendor Personnel comply, with any and all safety-related directives or instructions issued by Metrolinx and/or the Purchaser, as applicable;

(vi) it shall take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under OHSA; and

(vii) it shall make available, at the Purchaser's request, such policies and procedures relating to its occupational health and safety matters as the Purchaser may from time to time request, and hereby covenants that all Vendor Personnel have been properly trained and are knowledgeable with respect to these policies and procedures.

15.07 Workers' Rights

(a) The Vendor shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Vendor or its subcontractors pursuant to any applicable workers' compensation legislation, and upon failure to do so, Metrolinx and/or the Purchaser may pay such assessments or compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Vendor. The Vendor shall comply with all regulations and laws relating to workers' compensation.

15.08 Vendor Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by the Purchaser, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Purchaser may elect to participate in or conduct the defence of any such Proceeding by notifying the Vendor in writing of such election without prejudice to any other rights or remedies of the Purchaser under the Contract, Master Agreement, Purchase Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Vendor unless it has obtained the prior written approval of the Purchaser. If the Vendor is requested by the Purchaser to participate in or conduct the defence of any such Proceeding, the Purchaser agrees to co-operate with and

assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Purchaser conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist the Purchaser to the fullest extent possible in the Proceedings and any related settlement negotiations. The Vendor shall provide the Purchaser with prompt notice of any Claims or Proceedings arising hereunder.

15.09 Limitation on Liability

(a) Subject to Section 15.09(b), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages. The Vendor acknowledges and agrees that any damages awarded by a court of competent jurisdiction against the Purchaser as a result of a third party claim is to be deemed to be direct damages.

(b) The limitations of liability set forth in Section 15.09(a) shall not apply with respect to:

(i) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other person, including a member of the general public, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;

(ii) damage, loss or destruction of any real or tangible personal property, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;

(iii) damage or loss arising from Article 14 of this Purchase Agreement and/or Article 5 of the Master Agreement; or

(iv) damage or loss incurred by the Purchaser due to a third party alleging that any Deliverable violates, infringes or misappropriates any patent, trade-mark, copyright, industrial design, trade secret or any other rights in such third party's Intellectual Property.

This Section 15.09 shall survive the termination or expiry of the Contract.

16.0 ARTICLE 16 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR

16.01 Representations, Warranties and Covenants of the Vendor

(a) The Vendor covenants and agrees with and represents and warrants to the Purchaser, and acknowledges and confirms that the Purchaser is relying on such covenants, agreements, representations and warranties, as follows:

(i) the Vendor is validly existing under the laws of the location of its head office;

(ii) the execution and delivery of the Contract, the consummation of the transactions contemplated herein and compliance with and performance of the provisions of the Contract does not and shall not:

(A) result in a breach of or constitute a default under, or create a state of fact, which after notice or lapse of time or both, or otherwise, would constitute a default under any term or provision of the constating documents of the Vendor, the by-laws or resolutions of the Vendor or

any agreement or instrument to which the Vendor is a party or by which it is bound, or

(B) require the Vendor to obtain any approval or action of any other Persons and, if required, any such approvals have already been obtained as of the date of the Contract;

(iii) the Contract constitutes a legally valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the rights of creditors generally, the principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court of competent jurisdiction;

(iv) the Vendor has carefully reviewed the whole of the Contract , and all other documents made available to the Vendor by Metrolinx and the Purchaser, and, to the Vendor's knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of the Contract;

(v) the Vendor has engaged and shall engage only Vendor Personnel, including subcontractors that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;

(vi) the Vendor has available the resources and personnel to complete all of its obligations under the Contract in a timely, efficient and professional manner in accordance with the Required Standard of Care;

(vii) the Vendor is not aware of any legal action instituted, threatened or pending against the Vendor that could have a material adverse effect on its ability to perform its obligations under the Contract;

(viii) the Vendor, its affiliates and its subcontractors, and any of their Vendor Personnel, are in compliance with all Requirements of Law related to economic and political sanctions. None of the Vendor, its affiliates or its subcontractors, or any of their Vendor Personnel, is, or has ever been, a Sanctioned Person or a Sanction Linked Person, or acts directly or indirectly for any Sanctioned Person or Sanction Linked Person, and no Sanctioned Person or Sanction Linked Person has, directly, or indirectly, an Economic Interest in any of the Vendor, its affiliates or its subcontractors, or any of their Vendor Personnel, provided that, without derogating from the foregoing, if any of the Vendor, its affiliates or any subcontractor, or any of their Vendor Personnel, becomes a Sanctioned Person or a Sanction Linked Person, then the Vendor shall immediately notify Metrolinx and Metrolinx may, at its discretion (without incurring any liability of any nature whatsoever): (i) require that the Vendor remove such Sanctioned Person or Sanction Linked Person from the performance of the Work, or (ii) take any other action Metrolinx deems necessary in order for Metrolinx to comply with Requirements of Law relating to economic or political sanctions, including terminating or suspending all or any part of this Purchase Agreement with immediate effect by notice to the Vendor;

(ix) except as disclosed in the Proposal, the Vendor is free of any actual or potential Proposal Conflict of Interest;

(x) the Vendor is registered as an employer pursuant to the *Workplace Safety and Insurance Act* (Ontario) and has completed all filings and paid all assessments as required pursuant to that Act and the regulations thereunder;

(xi) the Vendor is familiar with the obligations imposed on an "employer" as defined in the OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under that Act; and

(xii) the Vendor represents, warrants and covenants to the Purchaser that the Vendor is and shall remain duly registered for the purposes of Part IX of the *Excise Tax Act*.

16.02 Continuing Effect of Representations, Warranties and Covenants

The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 16 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

IN WITNESS WHEREOF the Parties hereto have executed this Purchase Agreement as of the date first above written.

The Corporation of the City of Sault Ste. Marie

Signature:

Name: Brent Lamming

Title: Director of Community Services

Date of Signature:

I have the authority to bind the Purchaser.

Creative Carriage Ltd.

Signature:

Name: Darryl Nunn

Title: VP of Operations

Date of Signature:

I have authority to bind the Vendor.

SCHEDULE A TO PURCHASE AGREEMENT

(DELIVERABLES)

Include for example:

- detailed description of the Deliverables and Options selected
- geographic regions in which Deliverables are to be provided
- milestones, dates, timelines
- description of standards to be achieved/quality management plan
- reporting requirements
- delivery schedule, locations
- early payment discounts

SCHEDULE B TO PURCHASE AGREEMENT

(PRICE)

Provide detail for:

- Prices as per the Master Agreement
- Pricing for selected Options
- Invoicing process if different from Section 6.02

ADDITIONAL SCHEDULES TO PURCHASE AGREEMENT (if applicable)

- Subsequent Option Year orders and/or new purchase orders are to be added in to this Schedule.

City of Sault Ste. Marie

99 Foster Drive, Sault Ste. Marie, Ontario. P6A 5X6
ATTN : Nicole Maione, Manager Transit & Parking.
n.maione@cityssm.on.ca
905-759-5434

Metrolinx RFP-2022-PROC-355, 8 Meter Low Floor Specialized Transit Buses.

SOF Configuration for Sault Ste. Marie Transit

Name	Description	Quantity	Cost Per Unit	Subtotal
ARBOC SOF	5WC, 10AMB	2	$240,327.37	$480,654.74

** Plus Applicable HST*

Bus Model Chassis Information:
2024 27’ GM 4500 with GVWR 14,200
Gas Engine – Vortec 6.6L
6 – Speed Automatic Transmission (MYD)
Heavy Duty Disc Brakes w/ Four-Wheel ABS
Internal Rear Disk Park Brake
GM Spring Suspension (see Chassis below for rear suspension modification.)
Auxiliary Battery Compartment w/ Stainless Tray & Door
220 Amp Alternator

Major Body/Chassis
Transpec Rear Bumper w/ Anti Ride
Driver Side Running Board – 12” w/o Wing
Front Mud Flaps
Spare Tire & Wheel (Shipped Loose)
Tow Hooks Rear
T-Bar Anti Sail (pair)
Altro Flooring w. 8” Coving on Sides – Storm Grey
CSA Upfit
Exhaust Outlet Routed to Streetside
Stainless Steel Wheel Wells
Mor/Ryde RSX Rear Suspension (new)
E-Coating for steel Frame Structure (new)
Stainless Steel Casing, Piping, Mounting Straps, Fasteners for Exhaust. (new)
Undercoating
5/8” Wolmanized Sub Floor
Spare Tire, (shipped loose)
Additional Insulation (new)

Mirror Options:
Remote Heated Roscoe w/ LED Turn Signal Door Mounted

Window Options:
Window Behind Driver
T Slider Windows (roadside rear window solid)
Extra Standard Egress Window Front Driver Side

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Metrolinx RFP-2022-PROC-355, 8 Meter Low Floor Specialized Transit Buses.

Exterior Options:
Side Turn Market Lights (Includes Armouring) (2)
Rear Centre Brake Light
Armouring for Front & Rear Marker Lights
Amber Lens for Turn Signal

Door/Hatch/Luggage Options:
Rear Door (Outside Key Lock, Inside Manual Locking Lever) w/ 2 Windows & 2 Side Windows, Door Alarm, & Exit LED Light
Rear Door Alarm Package (Audible & Flashing Switch on Console if Door is Unlatched or Open)
Roof Hatch – Transpec Advantage
OH Driver Storage Compartment Box w/ Key Lock Door
Sensitive Door Edge – Main Entry
Entry Door Header Access Door w/ 2 Thumb Latches
OH Driver Storage Box Roadside w/ Door (Thumb Latch)

Electrical Options:
Alarm Backup
Driver Console Switch Panel
Auxiliary Battery, Compartment w/Tray & Door Thumb Latch
Stainless Steel Battery Tray with drain holes. (new)
Rotary Disconnect Switch
Fast Idle
Egress Window Lights (4)
Under Hood Lite (2)
Ext Door Toggle Switch
Intermotive Module UIM601-A For VSS Signal (new)
Ramp Activation System (Includes: Ext Ramp Toggle Switch)
Ramp Activation Warning Light & Buzzer
4 Way Flasher/Hazard Switch
Wiring Harness Over 5’ Containing 5 Wires (Plus) Will Include 2 Extra Wires 14ga Red & Yellow in Conduit for Spares
Rear Egress Light
Jump Start Connector w/o Cap Mounted in Battery Box
Interior Lights on w/ Door Opening
Aisle Lights (6) w/ 10 Second Delay
Rear (2) Interior Transition Lights w/ Separate ON/OFF Switch on Dash
As Built Wiring Diagram



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Metrolinx RFP-2022-PROC-355, 8 Meter Low Floor Specialized Transit Buses.

Audio Options:
Pull Wire for 2 Way Radio – Behind Driver
Buss Bar w/ (2) 6way Fuse Blocks (1) Ignition Hot, & (1) Battery Hot
Prewire 2 Way Radio (w/ Hot & Ground 30 AMP Fuse)
Ontario AODA Annunciation Speakers & Prewire Harness
Ground Screen in Front Cap

Interior Environment Options:
60K BTU Heater Low Profile (x2)
In-Line Circulating Pump
Dash Mounted Defrost Fan
Heater Shut Off Valve: Brass w/ Label
Constant Torque Clamps All Hoses
Insulate Heater Lines
VALEO/ACC – A/C Tropicool TC60H21 80K Heat/Cool Combo – 100K Roof Mount Evaporator/135K Condenser Combo Unit w/ TM21 Compressor
Laminated schematic of A/C Circuit Board

Interior Options:
Driver's Coat Hook
LH Entry Stanchion w/ Grab Handle Yellow Powdercoat Dimpled (new)
RH Entry Stanchion w/ Grab Handle Yellow Powdercoat Dimpled (new)
Assist Handles on Entry Doors Yellow Powdercoat Dimpled (new)
Curved Driver Stanchion w/ Modesty Panel & Plexiglas – Yellow
Stainless Steel fasteners for all stanchions (new)
FRP Ceiling
FRP Side Walls
Quarter Turn Interior ABS Plastic Fasteners Package
RIV Nuts and Screws used on Removable Centre Plastic Above Cab (new)
Ceiling Grab Rail (2) Yellow Powdercoat with standee straps (6)

Seating Driver Options:
USSC G2E Evolution Driver Seat (Black Cloth) w/ Upgraded Skirt
Power Seat Base

Seating Passenger Options:
(2) Double Foldaway Seat w/ 3 pt safety belts – Level 6 Seating upholstery
(1) Mid/Low single seats w/3 pt lap and shoulder belt – level 6 upholstery

Seating Accessory Options:
US Armrest (4)
Level – 6 – Upholstery

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Metrolinx RFP-2022-PROC-355, 8 Meter Low Floor Specialized Transit Buses.

Safety Options:
Standee Line w/ Sign Yellow
Fogmaker Fire Suppression System w/ 5 Nozzles Engine & 1 Nozzle Battery Compartment
Glass Breaking Tool
Metro Safety Kit, Includes: (2) 5lb Fire Extinguishers, 16 Unit First Aid, & Additional Belt Cutter
Emergency Triangle Kit

Para Transit Options:
Q'-Straint Q8100-A-SC3 4 MAX Retractors (Slide & Click) (5)
All Slide and Click Pucks, bolt thru.
ADA Decals (5)
Wheelchair Decals (2)
Entry Ramp w/ Intermotive – Braun 34" x 62"
Wheelchair Belt Storage wall mount for Q'-Straint Slide & Click (5)
(2) Lap belt extensions 12" long

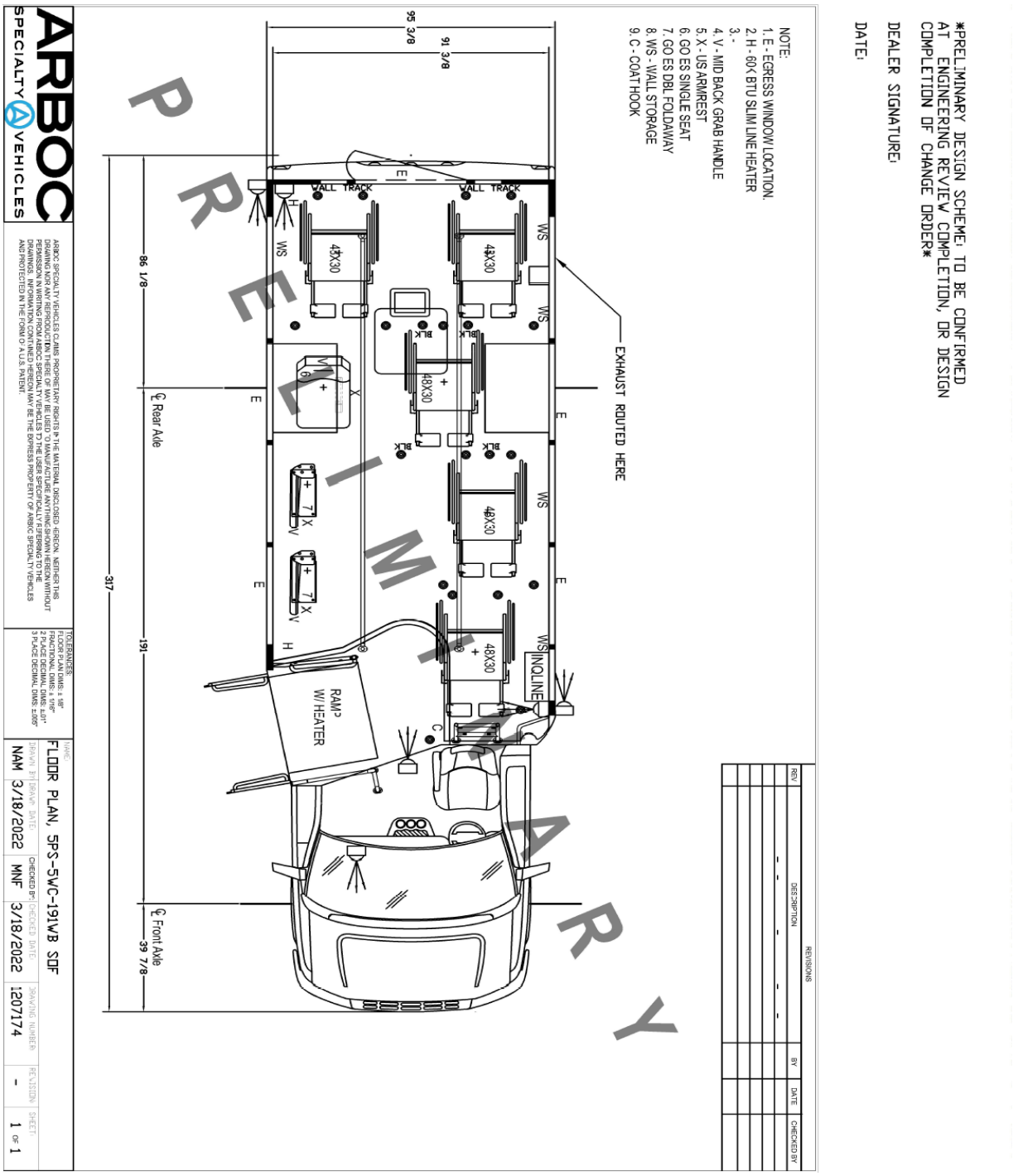
Special Options Metrolinx:
Joints Positively Clamp The Seal Gasket Material
All Fasteners to be Corrosion Resistant
Metrolinx Warranty (sec. ref. 3.1.2)
Foam Trim Added to All Interior Access Doors
Pre-Wire for Passenger Counter
As Built Wiring Diagram

Additional Options:
Rear 2 Interior Transition Lights with separate switch in dash.
Rear view Surface Mounted 3rd Brake light w/back-up camera, windshield mount.
Access Port 6" Diameter (rear curb side and roadside to access camera cable)
Pre-wire Seon Camera System, Harness supplied by SSM Transit.

Delivery F.O.B – Sault Ste. Marie Transit facility.

Delivery Expectation: 12 - 14 Months Receipt of Purchase Order & Finalized Floor Plan

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Metrolinx RFP-2022-PROC-355, 8 Meter Low Floor Specialized Transit Buses.



City of Sault Ste Marie

18-Mar-24

99 Foster Drive, Sault Ste Marie, Ontario P6A5X6
ATTN: Nicole Maione- Manager Transit & Parking
n.maione@cityssm.on.ca
705-759-5434

Metrolinx RFP-2022-PROC-355
8 Meter Low FloorSpecialized Gasoline Transit Buses.

Discription	Sec. Ref.	Year 1 price Oct, 23 - Sept, 24
Base Bus	item 1	$ 234,579.37
Vehicle Capacity as Quoted, 10 Ambulatory, 5 wheelchair		
2023 GM 4500 commercial cut away chassis (gasoline)		
MORryde RSX suspension system		
Transpec energey absorbing rear bumper		
Spare tire and wheel		
E-Coat for steel frame structure		
Stailess steel casing, pipeing, mounting straps, exh		
Stainless Steel wheel wells		
Wolmanized sub floor		
Roscoe remote / heated exterior mirrors w/led turn		
T-Slider windows		
Rear door with upper and lower window		
Upper over head storage compart w/key lock		
Lower overhead access only door with thumb latch		
Exterior 10" grab rail by rear door, Yellow		
Skid plate to protect forward front corner		
Back-up alarm		
Aux battery compartment Stainless Steel w drain		
Exterior door toggle switch		
Exterior ramp activation switch		
Ramp activation warning system		
Jump start connector		
Exterior light at entry door w/5 sec delay		
Pre-wire two way radio		
Veleo A/C and heat,roof mounted, w/inline pump		
2x 60K floor heaters		
Dash mount defroster fan		
Insulated heat lines		
Ceiling grab rails x2		
Entry door assist handels R/L		
Driver's stanchion curved with modesty		
Left entry stanchion, grab handel		
USSG G2E drivers seat w/power base		
GO ES Double forward facing fold away seat (x2)		
GO ES Single forward facing seat (x1)		
Us Arm rest x4		
Level 6 Freedman upholstry		
Fogmaker fire supression system		
D409 fire extinguisher, triagel warning, belt cutter		
D409 first aid kit		
Braun A300 accessible Ramp system		
Q-Straint Slide and click x5		
2 each lap belt extenders 12"		
All fastners of corrosion resistant material		
As built wirering diagram		
Special Metrolinx Body warranty		
Add foam to inside of all interior access doors		
Pre-wire for passenger counter		
AODA annunciation speakers & pre-wire harness		
ADD:		
Pre-wire only, Seon Camera Systems 6 Camera System-2 exterior 4 interior Harness supplied by SSM.	4.7.7	$450.00
Q'Straint InQLINE WENCH SYSTEM		$ 5,459.40
Pre-wire passenger counter		Std.
Licensing	CCL	$250.00
SUB TOTAL		**$ 240,738.37**
Delete:		
4 vertical stanchions		-$411.00
Total plus applicable tax		**$240,327.37**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-101

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and MJR Capital Services Inc. for awarding Professional Collection Services as required by the POA Division of the Legal Department.

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 June 24, 2024 between the City and MJR Capital Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for awarding Professional Collection Services as required by the POA Division of the Legal Department.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-101 POA RFP for Professional Collection Services.docx

Schedule “A”

COLLECTION SERVICES AGREEMENT FOR PROVINCIAL OFFENCES ACT FINES

THIS AGREEMENT made in duplicate this 24th day of June, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "Municipality")

– and –

MJR CAPITAL SERVICES INC.

(herein referred to as "Collection Agency")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

(a) This agreement (the "Agreement") shall be for a term of five (5) years commencing June 24, 2024 and ending June 23, 2029 (the "Term"), provided that this Agreement is not previous cancelled or terminated by either Party in accordance with this Agreement, by operation of law or otherwise, and further provided that the Collection Agency has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

(b) This Agreement shall automatically extend for an additional two (2) years on the same terms and conditions (the “Renewal Term”) unless the Municipality provides the Collection Agency with written notice at least ninety (90) days prior to the expiry of the Term that it desires to terminate the Agreement at the end of the Term.

2. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

(a) Provide all that is necessary and required to perform all the work shown and described in the documents entitled "Request for Proposal – Professional Collection Services — 2024LGL-PO-01-P”; and

(b) Covenant and undertake to provide all that is necessary and required to perform all of the work shown and described in this Agreement and the Contract Documents.

3. DOCUMENTS

(a) The following list is an exact list of the Contract Documents referred to in Section 2(b) of this Agreement:

(i)	Information to Proponents	Pages 4-9 of Request for Proposals
(ii)	Form of Proposal	Pages 10-13 of Request for Proposals
(iii)	Terms of Reference	Pages 14-15 of Request for Proposals
(iv)	Collection Agency Response to Request for Proposal	Dated March 20, 2024 and Submitted April 3, 2024

(b) In the event of a conflict or inconsistency between the Collection Agency Response to Request for Proposal and the Documents referred to in Section 3(a) (i) through (iii) inclusive, the Documents in Section 3(a)(i) through (iii) inclusive shall prevail.

4. EXECUTION OF WORK

(a) The Collection Agency shall always carry out the Work in a diligent manner.

(b) No information about any account shall be given to any person or entity by the Collection Agency either during or after the Term and Renewal Term if applicable unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Collection Agency shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. SETTLEMENTS NOT PERMITTED

The Collection Agency acknowledges and agrees that Settlements are not permitted on POA fines accounts.

6. REMITTANCE OF MONIES

When money has been collected, the Collection Agency shall remit weekly to the Municipality, in the form of a cheque, all of the monies collected on behalf of the Municipality in respect of the accounts, accompanied by a financial statement in the form required by the Municipality. The monies collected by the Collection Agency on behalf of the Municipality shall be considered at all times to the Municipality's money.

7. PAYMENT FOR SERVICES

(a) The Collection Agency, as Municipal Partner, has the authority to collect fines, fees, costs and surcharges and enforce their payment, pursuant to Subsections 165(1) and (2) of the *Provincial Offences Act*, R.S.O. 1990, c. P.33. Collection, enforcement and disbursement of revenue are to be carried out as specified in the Transfer Agreement, this Agreement and relevant legislation and regulations. The Collection Agency acknowledges having reviewed the Transfer Agreement and understands the requirements as set out herein.

(b) The Collection Agency shall invoice the Municipality monthly on a gross basis (i.e. no commission deducted) for the Work performed for the Municipality in the previous thirty (30) days at the rates of 11% plus Harmonized Sales Tax on retail accounts. Such invoice shall separately set out the applicable Harmonized Sales Taxes payable by the Municipality with respect to the Collection Agency's fees.

(c) For all Additional Collection Agency Services specifically requested by the Municipality (if any), and provided by the Collection Agency, including but not limited to the "Additional Services" set out in (i) below, the Collection Agency shall invoice the Municipality in accordance with (ii) below:

(i) Additional Services

The Additional Services shall include but not be limited to (A) conducting a full legal review and assessment of a matter to assess the viability of a legal action; (B) Preparing and issuing Legal Demand Notices to all qualified accounts; (C) Preparing Statements of Claim or other relevant Claim Documents; (D) Filing such Claims with the appropriate Court; (E) Arranging for Service of the Claim; (F) Filing Motion Documents for Judgment and other Motions; (G) Filing the Appropriate Writs and Garnishment Orders; (H) Communicating on Defence Documents; (I) Attending Settlement Conferences; (J) Representation and Attendance at Trials, (K) such other Additional Services that are relevant to the legal process initiated; (L) such other Additional Services that the parties agree to.

Further, the parties hereto acknowledge and agree that no Additional Services (all or any portion of them) shall be undertaken or completed by the Collection Agency unless the Municipality has provided its prior written direction and authorization for same.

(ii) Invoicing and Payment for Additional Collection Agency Services

The Collection Agency shall invoice the Municipality at the contingency rate of Thirty (30%) Percent of what the Collection Agency collects, meaning that the Collection Agency shall only invoice the Municipality for

Additional Services and the Municipality shall only be required to pay for the Additional Services at the rate of 30% of whatever the Collection Agency collects. For further clarity, if the Collection Agency does not collect any funds using the Additional Services, the Municipality will not be required to pay for any Additional Services provided by the Collection Agency.

(j) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to the Collection Agency the invoiced amount within thirty (30) days of receipt thereof.

(k) Where a dispute arises with respect to the accuracy of an invoice issued by the Collection Agency, the Parties shall make every reasonable effort to resolve the discrepancy, including undertaking a review of the account records. Where the discrepancy is resolved, the Collection Agency shall prepare and issue a revised invoice and the Municipality shall pay such invoice in accordance with Section 7(b) of this Agreement. Where the Parties are unable to resolve the discrepancy, the Municipality's auditor shall be appointed to carry out an audit of the invoice and all related records and the costs of such audit shall be borne equally by the Parties. The decision of the Municipality's auditor shall be binding on the parties.

8. SUSPENDED LICENCES

(a) Where the debtor's licence has been suspended as a result of an unpaid fine, the Collection Agency shall inform the debtor in each of its dealings with the debtor that to avoid any delay in processing a payment, the debtor may pay the fine at any Provincial Offences Office of the Ontario Court of Justice.

(b) Upon receipt of full payment from a debtor of a suspended licence account, the Collection Agency shall immediately report same to the Municipality by facsimile or email to guarantee licence reinstatement. For clarity sake, the Parties hereto acknowledge and agree that the Collection shall report the information set out herein on a weekly basis.

9. PAYMENT OF NON-NEGOTIABLE CHEQUE (NSF.)

The Collection Agency shall hold all payments by cheque for ten (10) business days to allow cheques to clear the bank.

10. DIRECT PAYMENTS TO MUNICIPALITY

The Municipality shall notify the Collection Agency daily upon filed, by facsimile or email of all extensions, appeals, write-offs, reopenings and payments received by the Municipality for accounts that are already filed with the Collection Agency for collection.

11. REPORTS

The Collection Agency shall provide the following reports to the Municipality at the intervals set out:

Report	Explanation	Frequency of Submission
Acknowledgement Report	Acknowledgement receipt of the Municipality's accounts provided to the Collection Agency for collection each month.	Weekly after receiving the collection account information
Status Report on Individual Accounts at Request of Municipality	Reporting the status of each Municipality account filed with the Collection Agency for collection	Monthly
Performance Report	Setting out the performance of the Collection Agency with respect to Municipality collections to date	Upon request of the Municipality

12. CREDIT BUREAU

The Collection Agency shall report all Municipality accounts to the Equifax and Trans Union credit bureau.

13. TERMINATION OF AGREEMENT

(a) In the event that the Collection Agency breaches any provision of this Agreement, the Municipality shall notify the Collection Agency in writing of the nature of said breach, and the Collection Agency shall be given fifteen (15) days to remedy the violation. If the Collection Agency has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:

(i) Waive the breach;
(ii) Make any other mutually agreeable arrangement with the Collection Agency; or
(iii) Terminate this Agreement by pursuant to Section 13(c) of this Agreement.

(b) In addition to Section 13(a) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the

waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.

(c) The City may terminate this Agreement, without cause or reason, by giving the Collection Agency thirty (30) days' written notice.

(d) Upon termination of this Agreement, the Collection Agency and the Municipality shall forthwith pay to each other any monies owing to date, and the Collection Agency shall return any incomplete account materials.

14. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Collection Agency or any of its officers, employees, agents, contractors or any other person, howsoever caused.

15. INDEMNIFICATION

The Collection Agency shall fully indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Collection Agency or by its officers, employees, agents or contractors in connection with the performance of the Collection Agency's obligations under this Agreement or from this Agreement.

16. INSURANCE

(a) The Collection Agency shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Collection Agency, its officers, employees, agents or contractors in connection with this Agreement.

(b) For the purposes of Section 16(a) of this Agreement, and without restricting the generality of that Section, the Collection Agency shall, at its own expense, maintain in full force and effect during the term of this Agreement, and provide the Municipality with evidence of the following coverages and minimum amounts. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. The Collection Agency shall, at their own expense maintain the following insurance:

A. Commercial General Liability

The Collection Agency shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Risk Manager of the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for

Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

(a) A limit of liability of not less than $2,000,000 per occurrence with an aggregate of not less than $5,000,000;
(b) Add The Corporation of the City of Sault Ste. Marie as an Additional Insured with respect to the operations of the Named Insured
(c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
(d) Products and completed operations coverage
(e) Broad Form Property Damage
(f) Contractual Liability
(g) The policy shall provide 30 days' prior notice of cancellation

B. Technology Errors and Omissions Insurance and Network Security

The Collection Agency shall, at their expense, obtain and keep in force during the term of the Agreement and as set in (c) below, Technology Errors and Omissions/Professional Liability Insurance satisfactory to the Risk Manager of the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The Policy shall provide coverage for financial loss arising out of an error, omission or negligent act in the rendering of the Services set out in this Agreement, and shall include by not be limited to:

(a) a limit of liability of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate
(b) the Policy shall be on a claims made basis and shall provide coverage for damages and defence costs
(c) the Collection Agency shall at their expense, obtain and keep in force during the term of the Agreement and in addition to a three (3) year time period after termination of this Agreement by way of annual policy renewal, or purchase of extended reporting period coverage the Technology Errors and Omissions/Professional Liability Insurance.

C. Primary Coverage

The Collection Agency's insurance referenced above shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality.

D. Certificate of Insurance

The Collection Agency shall provide a Certificate of Insurance evidencing the coverages referenced above are in force at least 10 days prior to contract commencement and be in a form satisfactory to the Municipality's Risk Manager.

17. ASSIGNMENT

The Collection Agency shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, The Collection Agency shall ensure that any assignee undertaking any of the Collection Agency's obligations hereunder shall be bound by the terms of this Agreement. The Collection Agency shall not be released of its obligation to the Municipality by reason of the assignment, and the Collection Agency shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

18. MUNICIPALITY AND COLLECTION AGENCY CONTACT PERSONS

(a) The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Nicole Grisdale
Court Liaison Supervisor
Sault Ste. Marie, Ontario P6A 5X6
Telephone: (705) 759-5903
Facsimile: (705) 759-5395
Email: n.grisdale@cityssm.on.ca

The Collection Agency:
MJR Capital Services Inc.
President
Marty Rosik
6285 Northam Drive, 4th floor
Mississauga, Ontario, L4S 1X5
Telephone: (416) 564-7615
Email: marty@mjrcapital.com

(b) Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class mail to the other party at is address set out above, or by email.

(c) A notice delivered by hand or by email shall be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid first-class mail shall be deemed to have been received three (3) days after it is sent.

19. AMENDMENTS

The Municipality and the Collection Agency hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

20. ENTIRE AGREEMENT

The Collection Agency acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 19 of this Agreement.

21. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

22. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

23. SEVERANCE

Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court or arbitrator finding such illegality, invalidity or unenforceability shall modify or reform these Terms to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these Terms shall continue in full force and effect.

24. GOVERNING LAW

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 24th day of June, 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER: _____
MAYOR – MATTHEW SHOEMAKER

PER: _____
CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

MJR CAPITAL SERVICES INC.

PER: _____
PRESIDENT -- MARTY ROSIK

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-102

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between the City and Fire Marque Inc. for the provision of Cost Recovery 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 June 24, 2024 between the City and Fire Marque Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the provision of Cost Recovery 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 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

THIS EXTENSION AGREEMENT (the "**Agreement**") made the 24TH day of June, 2024.

BETWEEN:

FIRE MARQUE INC.
(herein after referred to as the "**Agent**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein after referred to as the "**Municipality**")

WHEREAS the Fire Department attends, when required, at Incident Sites to provide emergency services;

AND WHEREAS the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

AND WHEREAS the Agent and Municipality entered into an Agency Agreement effective June 28, 2021 (the "Main Agreement"), a copy of which is attached as Schedule "A' to this Extension Agreement, which appointed the Agent to file Claims on behalf of the City and recover insurance proceeds from insurers of affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites, under the terms and conditions of the Agency Agreement;

AND WHEREAS the Main Agreement has a term of three (3) years commencing July 1, 2021 to June 30, 2024, with the Municipality having the option to extend as set out in Section 2 of the Main Agreement for up to two (2) one-year extensions;

AND WHEREAS the Municipality desires to exercise its option to extend the Main Agreement for the two (2) one-year extensions, therefore extending for a total of two (2) additional years and the Agent is agreeable to same;

NOW THEREFORE, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. **EXTENDED TERM**

The parties hereto acknowledge and agree that the Term in the Main Agreement shall hereby extend for a period of two years, commencing July 1, 2024 to June 30, 2026 (the “Extended Term”).

2. TERMS AND CONDITIONS

The parties hereto acknowledge and agree that all of the terms and conditions as set out in the Main Agreement aside for the Term shall apply to this Extension Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CORPORATION OF THE CITY OF SAULT STE. MARIE

By:_____
Name: Matthew Shoemaker
Title: Mayor

By:_____
Name: Rachel Tyczinski
Title: City Clerk

FIRE MARQUE INC.

By: _____
Name:
Title:

By:_____
Name:
Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-103

VENDORS PROHIBITED: A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2024.

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, **ENACTS** as follows:

1. **VENDORS PROHIBITED**

Without the prior written permission of Rotary Club of Sault Ste. Marie and despite the provisions of By-law 3306, during July 13th to July 21st, 2024 inclusive, vendors licensed under those by-laws shall not locate on or near the grounds of Rotaryfest 2024 more particularly described on Schedule "A" to this by-law:

(a) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;

(b) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;

(c) South side of Bay Street between Brock and East Streets including the sidewalk;

(d) Lower East Street south of Bay Street and Ken Danby Way; and

(e) The Senior Drop In Centre parking lot off of Foster Drive.

2. **PENALTY**

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

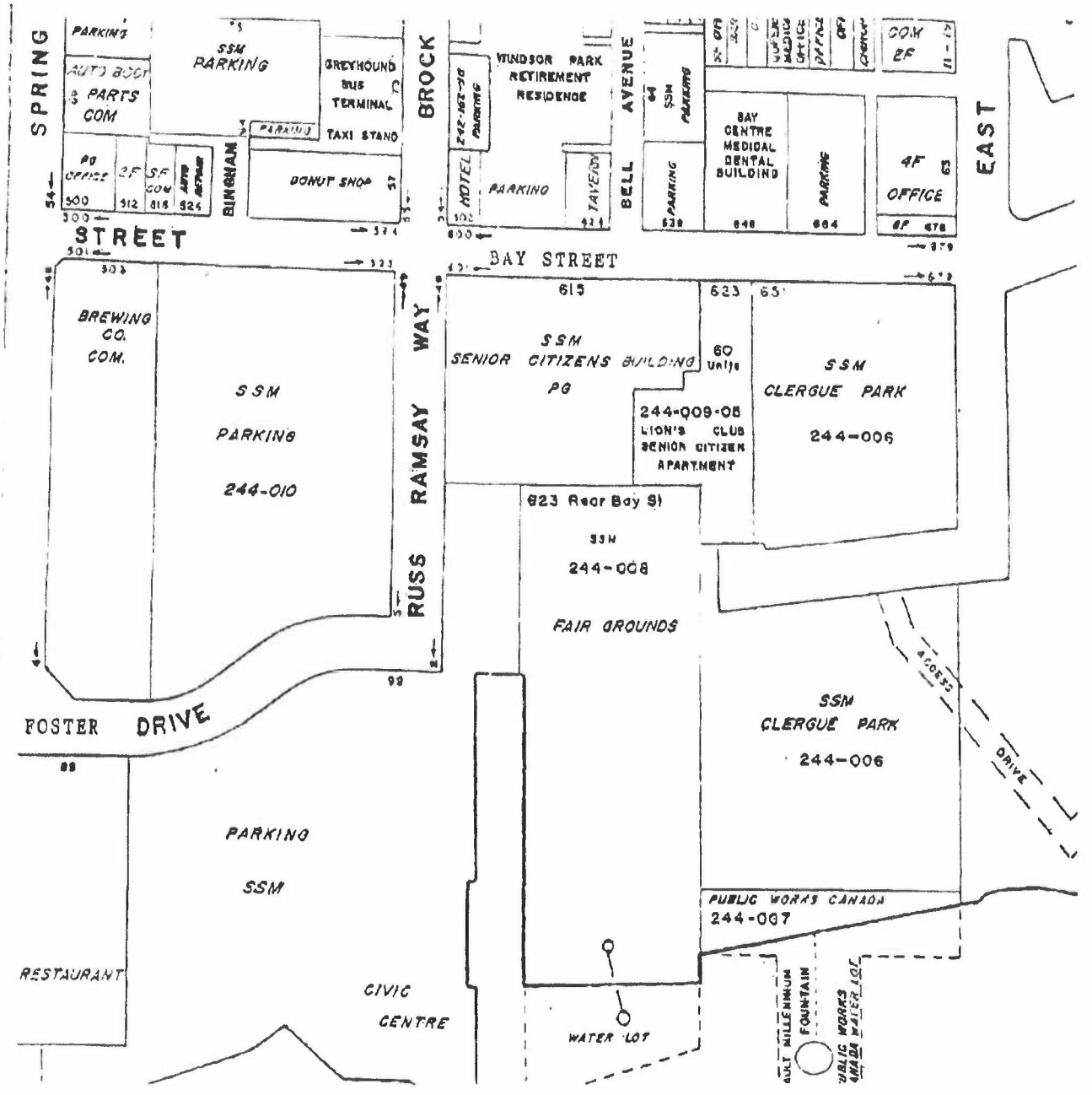
This by-law is effective on the final date of its passing.

PASSED in open Council this 24th day of June, 2024.

_____
MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

Schedule "A"


SPRING
PARKING
AUTO BODY & PARTS COM
SSM PARKING
GREYHOUND BUS TERMINAL
TAXI STAND
PARKING
PO OFFICE
2F
SF COM
AUTO REPAIR
BINGHAM
DONUT SHOP
STREET
BROCK
WINDSOR PARK RETIREMENT RESIDENCE
HOTEL
PARKING
TAVERN
BELL AVENUE
SSM PARKING
BAY CENTRE MEDICAL DENTAL BUILDING
PARKING
4F OFFICE
EAST
BAY STREET
BREWING CO. COM.
SSM PARKING 244-010
RUSS RAMSAY WAY
615
SSM SENIOR CITIZENS BUILDING
60 units
PG
244-009-08 LION'S CLUB SENIOR CITIZEN APARTMENT
623
SSM CLERGUE PARK 244-006
623 Rear Bay 91
SSM 244-008
FAIR GROUNDS
ACCESS
DRIVE
FOSTER DRIVE
PARKING SSM
SSM CLERGUE PARK 244-006
PUBLIC WORKS CANADA 244-007
RESTAURANT
CIVIC CENTRE
WATER LOT
MILLENNIUM FOUNTAIN
PUBLIC WORKS WATER LOT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-106

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the resurfacing of Wallace Terrace from Goulais Avenue to Korah Road (Contract 2024-7E).

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 June 24, 2024 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for the resurfacing of Wallace Terrace from Goulais Avenue (Contract 2024-7E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
WALLACE TERRACE RESURFACING
Contract No 2024-7E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **24th** day of **June** in the year 2024, by and between **Pioneer Construction 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:

WALLACE TERRACE RESURFACING
Contract No 2024-7E

which have been signed in triplicate by both parties and which were prepared by The 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 Engineering Division 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Contractor:	Pioneer Construction Inc. 1 Ceasar Road Sudbury, Ontario P3E 5P3
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: PIONEER CONSTRUCTION INC.

_____

SIGNATURE

NAME: _____

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-107

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for miscellaneous construction/paving and surface treatment to various locations within the City (Contract 2024-8E).

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 June 24, 2024 between the City and Ellwood Robinson Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for miscellaneous construction/paving and surface treatment to various locations within the City (Contract 2024-8E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
MISCELLANEOUS CONSTRUCTION/PAVING
Contract No 2024-8E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **24th** day of **June** in the year 2024, by and between **Ellwood Robinson 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:

MISCELLANEOUS CONSTRUCTION/PAVING
Contract No 2024-8E

which have been signed in triplicate by both parties and which were prepared by The 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 Engineering Division 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Contractor:	Ellwood Robinson Inc. 2075 Great Northern Road Sault Ste. Marie, Ontario P6A 5K7
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: ELLWOOD ROBINSON INC.

_____

SIGNATURE

NAME: _____

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-108

DELEGATION TO THE DEPUTY CAO, COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES ("Deputy CAO"): A by-law to authorize the Deputy CAO, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie funding agreements for contributions approved by City Council and in the form prescribed herein.

WHEREAS on November 30, 2020, Council passed a resolution permitting a delegation of authority to enable the Deputy CAO or their designate to sign Community Development Fund agreements for contributions approved by City Council;

AND WHEREAS on May 31, 2021, Council passed a resolution permitting a delegation of authority to enable the Deputy CAO or their designate to sign Tourism Development Fund agreements for contributions approved by City Council;

AND WHEREAS Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, (the "Act") allows for Council to delegate its powers under the Act to officers and employees of the City;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the Act, **ENACTS** as follows:

1. **FORM OF AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form agreements as set out in Schedule "A" hereto.

2. **EXECUTION OF DOCUMENT**

   (i) Council hereby delegates to the Deputy CAO, or their delegate, signing authority to execute funding agreements substantially in the form of Schedule "A" on behalf of The Corporation of the City of Sault Ste. Marie in the amount of the contribution as approved by Council.

   (ii) The Deputy CAO, or their delegate, is further authorized to make minor variations from this standard form agreement to suit the needs of the recipient but shall not change the prescribed indemnity or any other provision that may incur additional liabilities or costs to The Corporation of the City of Sault Ste. Marie.

(iii) The Deputy CAO or their delegate is further authorized to add additional funding partners or funding sources to the agreement and modify the provisions to extend the same liability and cost protection language to said funding partner.

(iv) A copy of any agreement signed under this delegated authority shall be filed with the Clerk's Office to be kept as part of the City's official records.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-108 Delegated Authority for Funding Agreements.docx

City Funding Agreement

THE AGREEMENT is effective as of the ____ day of _____, 20____ (Effective Date).

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

_____

(hereinafter referred to as the “Recipient”)

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient 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 twelve (12) months after:

i) The completion of the project on _____; 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 Annex "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 the lesser of:

i. $_____
ii. _____% of the incurred Eligible & Supported Costs of $_____ of the Project outlined in Annex A

The Recipient acknowledges that:

i. It is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
ii. 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 Annex 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 Annex 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 Government and Other Sources of Funding

i. The Recipient hereby confirms that for the purpose of this Project, the following additional sources of government funding including without limitation, federal, provincial, municipal, or local government assistance has been approved or received:

City of Sault Ste. Marie	$_____
TOTAL	**$**_____

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. The City will accept two claims for this project; one during the interim of the project, and a final claim at the completion of the project.

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, and copies of government funding claims, including but not limited to FedNor or NOHFC;
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.

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 The City may require that any claim submitted for payment of the Contribution be certified by the Recipient’s external auditor or by an auditor approved by the City.

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, if applicable, shall be in the following means: N/A or _____.

The City logo is to be included in project reports and appropriate marketing products. (If applicable)

8.0 Indemnity and Limitation of Liability

8.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, or leased space, and nothing in this Agreement, or the parties’ relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between the City and the Recipient. This Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability of behalf of the City, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the City, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

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

A) the Project, its operation, conduction or any other aspect thereof;
B) the performance of non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
C) any omission or other willful or negligent act or delay or the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such a claim and demands, losses, costs, damages, actions, suits, or other proceedings relate to the willful act or omission of an official, employee, or agent of the City in the performance of its duties.

8.3 The City shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
The City, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

9.0 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 and 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:

1. Carry out the Project;
2. Complete the project by the expiry date of DATE;
3. Use or spend Funds; and/or
4. 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.

9.1 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.

10.0 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 9.0 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 9.0 and Section 9.1 herein shall apply.

11.0 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:

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:

_____
_____
_____
_____

12.0 General Provisions

12.1 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.

12.2 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

12.3 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.

12.4 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this **Agreement**, save as expressly set out or incorporated by reference herein. 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.

12.5 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

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 _____

I have authority to bind the Corporation.

ENTITY

_____

By: _____ Date _____

Name and Title _____

I have authority to bind the Corporation.

ANNEX "A" PROJECT DESCRIPTION

1. **PROJECT DESCRIPTION**

DETAILS HERE

2. **THE KEY PERFORMANCE TARGETS ARE:**

A) City of Sault Ste. Marie Priorities:

DETAILS HERE

B) GDP Impact:

DETAILS HERE

C) Net Job Creation:

DETAILS HERE

D) Increased Tax Assessment:

DETAILS HERE

E) Other Community Development Benefits

DETAILS HERE

F) Project Dates:

a. Commencement Date – _____
b. Completion Date – _____

ANNEX "B" PROJECT COSTS AND FINANCING

RECIPIENT’S NAME: _____

ALLOCATION: **$**_____

The Recipient acknowledges this is a claims basis payment for Eligible Projects with Eligible Costs

ELIGIBLE GRANT EXPENDITURES

DETAILS/TABLE HERE
***** 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.

ANNEX “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

ANNEX "D"

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: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-109

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Rimkus Consulting Group Canada Inc. for engineering services for the roof replacement at John Rhodes Community Centre.

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 June 24, 2024 between the City and Rimkus Consulting Group Canada Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for engineering services for the roof replacement at John Rhodes Community Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-109 John Rhodes Community Centre roof replacement.docx

Schedule "A"

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2020
(VERSION 3.1)

REQUEST FOR PROPOSAL
2024CDE-CS-AR-02-P

PROFESSIONAL SERVICES
JOHN RHODES COMMUNITY CENTRE ROOF REPLACEMENT

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 24 day of JUNE 20 24

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

Rimkus Consulting Group Canada Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

complete roof replacement at JRCC 260 Elizabeth Street which is to support future solar panel installation, incorporating two aligned projects of planned installation of

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

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DEFINITIONS

1. **Client**
   Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. **Engineer**
   Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. **Municipal Engineers Association (MEA)**
   MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. **Order of Precedence**:
   i. Standard Agreement
   ii. Schedule A: Supplementary Conditions to the Standard Agreement
   iii. Schedule B: Addenda to the Request for Proposals (RFP)
   iv. Schedule C: Request for Proposal (RFP)
   v. Schedule D: Proposal submission document(s) from the Engineer
   vi. Schedule E: Other

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ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

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The Insurance Coverage shall be $5,000,000 per occurrence and in the aggregate for general liability and $ 0 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of $2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage
If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

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be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 15 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentially, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

   a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.

   b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

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c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
    ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
    iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
    iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991.*
    v. Each party shall bear is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act,* R.S.O. 1990, c.C-43.

4) Adjudication

a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act*, R.S.O. 1990, c. C-30.

b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

a) An estimate of the total fees to be paid for the Services.
b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

Rimkus will comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract.

These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices.

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ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

The firm will deliver comprehensive engineering and contract administration services for the tendering process of the JRCC roof replacement, including a staff to gather all necessary information and meet with the client's representative(s) to discuss relevant details for document preparation and project execution. The firm will also perform a technical peer review for the heat recovery system (not engineer of record) and provide contract administration services during tendering and the construction. The firm will also conduct a standard condition assessment,

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

The Client shall provide previous building documentation, site access to all areas and other items included in the RFP subjected to the Client's responsibilities.

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ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) **Cost of the Work:**

i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement

Fees Calculated on a Lump Sum Basis

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

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3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

(a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.

(b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ___% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of $_____ plus, applicable taxes made up as follows:

(i) $_____plus, applicable taxes for Core Services as described in Schedule A; and,

(ii) $_____plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.

(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.

(e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 0 %, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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milestone achieved as detailed in the RFP.

c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis Does Not Apply

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 Fees Calculated on a Percentage of Cost Basis Does Not Apply

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

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3.3.3 Lump Sum Applies

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

(1) The Engineer's name and address;
(2) The date of the invoice and the period during which invoiced Services were supplied;
(3) Information identifying the Agreement under which Services were supplied;
(4) A description of the services supplied;
(5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
(6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
(7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 6 _% per annum.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Rimkus Consulting Group Canada Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Patrick Banning	Name	Angela Cerilli
Title	Sr. Vice President, Canada	Title	Human Resources Manager

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This_____Day of_____, 20 ____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

	Attached
Schedule A: Supplementary Conditions – attached OR not used	☑
Schedule B: Addenda – attached OR not used	☑
Schedule C: Scope of Services – RFP attached OR not used	☑
Schedule D: Proposal from engineer – attached OR not used	☑
Schedule E: Other	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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SCHEDULE A
Supplementary Conditions

City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Standard Form of Contract for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the MEA/CEO CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Architect, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and

personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the MEA-CEO AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provide that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Architect.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars ($2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

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Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

SCHEDULE B

RFP Addenda

Addendum #1
Bid Opportunity: 2024CDE-CS-AR-02-P - Professional Services, John Rhodes Arena Roof Replacement
Closing Date: Friday, May 3, 2024 4:00 PM

Question 1:

Is a DSS required for this project?

Answer 1:

A DSS should not be required as we are not dealing with any possibly hazardous materials

Question 2:

Is the structural engineer to assess the proposed roof assembly above to the existing structural members for capacity to support the future solar panels? or does the building structure need to be assessed as well?

Answer 2:

The City is not familiar with the weight and windshear of solar panels, but the building originally wasn't designed for the addition of them. It is expected that assessments as you've outlined will be a requirement.

Question 3:

Will the mechanical replacements take place at the same time as the roof replacement?

Answer 3:

We are hoping the mechanical is to take place with the roof replacement. This would all depend on lead times for the units

Question 4:

The RFP states “New roofing must support future solar panel installation.”

- Is it an expectation for the bidder to provide a structural review of the existing roof structure (beams, owsj, decking, etc.) for the support of future solar panels?
- Is there a proposed layout / concept for a future solar panel installation?
- Would you like flashing/boots at roof penetrations pre-installed for all posts of a future solar panel installation?

Answer 4:

- Yes, there would be structural review needed.
- There are not any drawn layout(s) at this point, for how the panels are to be placed.
- It would seem to be in the best interests to compile drawings pre construction and incorporate these mounting points into the roof install to avoid having to pierce the membrane at several locations at a later time.

End of Addendum

Addendum #2
Bid Opportunity: 2024CDE-CS-AR-02-P - Professional Services, John Rhodes Arena Roof Replacement
Closing Date: Friday, May 3, 2024 4:00 PM

Question 1:

Does the City have existing drawings of the current roof systems, including locations of drainage systems, HVAC equipment? Please provide or confirm when they will be provided.

Are there existing truss shop drawings?

Answer 1:

The City has a full set of “As-Built” documents which will be provided to the successful proponent.

Question 2:

Does the City require a comprehensive inspection report of the current existing roof system, which may include thermoscanning?

Answer 2:

No, as the request is not related to looking at condition of roof. This roofing request is for removal and replacement.

Question 3:

Does the City require thermoscanning of the entire building for optimal building energy efficiency?

Answer 3:

Energy efficiencies would be focused on the project's Roof Replacement, and its aligned goals outlined for Heat Recovery System, and HVAC system, including consideration of the equipment related to these solutions.

Question 4:

In Phase 1 Pre-Construction, the city states "Structural engineer approval of roof system to be provided by the contractor". Can the City confirm the purpose for structural engineer approval? Does it mean the City requires sealed drawings by a professional engineer (P.Eng) for the roofing and structural scope?

Answer 4:

For a roof replacement, will require two (2) hard copies of stamped drawings from a Professional Engineer licensed in the Province of Ontario along with Commitment to General Review and Applicable Law Checklist. Provided with addendum include: i) Application for Permit to Construct or Demolish; ii) Commitment to General Review; iii) Applicable Law Checklist.

Question 5:

Can you confirm which party will be responsible to apply and obtain the permit from the City?

Answer 5:

Responsibility will be that of the successful proponent and/or the selected contractor for construction as may be assigned through the construction management provided.

Question 6:

Does the City desire a design brief and/or design meeting before the full design work starts?

Answer 6:

Yes, this would be within deliverables of the successful proponent.

Question 7:

Does the City require the Consultant to attend a tender site visit and tender opening, therefore having 2 meetings? Are virtual meetings acceptable or it requires in-person meeting? Will the tender packages be submitted and opened electronically?

Answer 7:

Yes, conducting and attending any tender site visits scheduled is within the deliverables of the successful proponent. On-site presence is required.

Electronic bid submissions (tender packages) and tender opening will be conducted electronically through Bidding System used by City.

Question 8:

Please clarify the number of sufficient meetings to ensure an adequate roof construction, such as desired frequency of site visits or a minimum amount of meetings based on the proposed work schedule in the RFP?

Answer 8:

Proponents are required to provide a detailed work plan/schedule indicating how they intend to deliver the objectives and timelines of the project.
Project information and progress meetings can be scheduled throughout the duration of the work. This may occur weekly and/or as needed and may be virtual where on-site attendance is not required.
Meeting requirements through Construction are to ensure efficient oversight/management of the worksite through this phase.

End of Addendum

SCHEDULE C
Scope of Services - RFP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024CDE-CS-AR-02-P

PROFESSIONAL SERVICES – JOHN RHODES COMMUNITY CENTRE ROOF REPLACEMENT

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System

no later than 4:00 p.m. local time on 3, May 2024.

April 12, 2024

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting detailed and comprehensive proposals from qualified and experienced firms to provide engineering services required for the roof replacement at the John Rhodes Community Centre (JRCC) at 260 Elizabeth Street, including inspection of existing roof surfaces, recommendation of replacement options, cost estimates, development of specifications, tendering of construction and project administration. New roofing must support future solar panel installation.

1.2 Methodology for Submitting Proposals

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will

send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at saultstemarie.bidsandtenders.ca prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Proponent is solely responsible to:

- make any required adjustments to their Bid;

- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

1) Firm's and Consulting team's demonstrated expertise in services of similar scope. Include relevant past experience on similar projects and professional representative experience including references and key personnel (25%);

2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (30%);

3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (20%); and

4) A fee or commission schedule (showing HST as extra). No further payment will be made above this figure unless authorized in advance by the City (25%).

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on

the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

(A) Release of RFP: April 12, 2024
(B) Question Close: April 22, 2024
(C) Submission of Proposal: May 3, 2024
(D) Recommendation of Award: June 4 2024
(E) Commencement of Services: June 4, 2024

The City reserves the right to alter the scheduling of items "D" to "E". Proponents are

asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may be limited to written notification to all Proponents of the successful Proponent's name and address only. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as MEA for engineering services, with the City's Insurance and Indemnity special provisions (Schedule A); with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure. An alternate agreement may be approved for use provided it meets city requirements.

Schedule A –Special Provisions

City Insurance and Indemnity provisions to MEA-CEO Agreement

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Standard Form of Contract for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the MEA/CEO CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Architect, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

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Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

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Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

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provide that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Architect.

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Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting detailed and comprehensive proposals from qualified and experienced firms to provide engineering services required for the Roof Replacement at the John Rhodes Community Centre (JRCC) at 260 Elizabeth Street including inspection of existing roof surfaces, recommendation of replacement options, cost estimates, development of specifications, tendering of construction and project administration. New roofing must support future solar panel installation. Additional upcoming projects that align with the scope of JRCC roof, are also outlined within, for consideration of potential integration of services on all parts.

2.2 Background

The John Rhodes Community Centre (JRCC) is a recreational community centre comprised of two ice surfaces, competition and leisure pools, a restaurant, gymnasium, and multiple community rooms. The original area (south building) was constructed in 1978, and almost completely renovated in 1999 when a new addition was constructed in 1999. The structure is a two-storey structure with no basement level. It is estimated to be a 155,000 sq. ft. facility.

The building roof has reached the end of its useful life and is in need of replacement. The City is seeking an engineering consultant or consulting team to provide engineering services, including appropriate replacement measures including cost estimates. New roofing must support future solar panel installation. The successful Proponent shall also tender the Roof Replacement Project and provide the required construction and contract administration.

2.3 Project Scope

Services required for this project include collection and analysis of information to develop recommendations, roof design (must support future solar panel installation), prepare tender documents and administer contracts and provide project management for the construction of the JRCC Roof Replacement (Part A).

In addition to the Roof Replacement, the following projects upcoming for the JRCC are:

- Part B) Heat Recovery System; and
- Part C) HVAC, including roof condensers and air handling units

The scope of work for professional services is broken down into two phases and will generally include:

Phase 1: Pre-Construction

- Collect site information; include review of available documentation and necessary site visits.
- Meet with City Staff to determine and confirm requirements for replacement of the existing roof which must include the ability to accommodate future solar panels;
- Prepare a high-level construction budget, that includes but is not limited to:
    - Structural engineer approval of roof system to be provided by contractor.
    - Submit engineered drawings showing all materials, layouts, size, finishes and manufacture specifications of the material being installed.
    - Determine the viability of the original roof layer.
- Preparation of drawing and specification packages for the tendering document(s), which will be administered in coordination with the City.
- Preparation of addendums (if required) during the tender period;
- Attend at the tender opening and collect copies of tenders submitted for review;
- Provide a recommendation based on the tenders received;
- Prepare and distribute three copies of the Lump Sum Form of Contract

Phase 2: Construction

- Provide the City's Building Department with a Commitment to General Review Form so that a Permit can be obtained for the renovation;
- Obtain all necessary permits to satisfy all reporting requirements of regulatory authorities including Ministry of Labour - Notice of Project;
- Provide Contract Administration and Payment Certification; the Proponent will ensure its employee adhere to the Occupational Health and Safety Act. The Proponent will conduct sufficient site inspection to ensure that the contractor's performance is in general conformance with industry standards and contract documents, and upon substantial completion, certify to the City that the contractor's work was completed in general conformance with industry standards and contract documents:
- Conduct General Review Reports during repair, rehabilitation, or replacement to ensure it is proceeding in compliance with the drawings and specifications;
- Provide the City with General Review Reports during the replacement process;
- Other tasks as determined by the proponent as required to undertake the Project.

Additionally, the successful proponent will assume responsibility for comprehensive construction management throughout the construction phase of the project with the selected contractor(s). This includes efficient oversight of worksite management to ensure:

- the work does not cause damage to buildings and/or property; and worksite remains clean;
- schedules and timelines are maintained;

- work does not interfere with the day-to-day operation of the JRCC, and access to building shall always remain available;
- use of temporary service facilities as needed; and
- facilitation of pre-construction and progress meetings.

2.4 Aligned Projects

The City has several upcoming projects that align with the scope of the JRCC roof replacement. Proponents are to consider these as part of their proposed solution. The City is seeking innovative solutions for management of professional services for the JRCC facility as a whole, and further that the solutions provide balance of pricing; affordability, performance and energy efficiencies.

Part B) Heat Recovery System

The City is planning the installation of a full heat recovery system including products, systems and services to allow for a two-part cascade system to recover waste energy from the existing refrigeration plant, amplify it via a water source heat pump and deliver this energy to the pool water at the JRCC.

Part C) HVAC System

Multiple HVAC equipment systems including roof condensers and air handling units at the JRCC have reached their end of life. Like for like replacement is anticipated.

Existing models include:

- Roof Condensers, two (2) EVACPCO LSCA-135 condenser towers need replacement. Preferred to provide like for like, or equivalent equipment recommendation and costs;
- Air Handling Units, six (6) air handling units that were installed in 1999 require replacement. Location within the JRCC, make and model number are as follows:

Item.	Location	Make	Model Number
1	Accessibility Center	Carrier	48Tj004-111BF
2	Pad 2 Change rooms	Carrier	48TjE009-111FF
3	HRV 6	Applied Air Systems	PJEP200V-0-C-BP
4	Pro Shop	Carrier	48TJ007-121BF
5	Gymnastics Club	Carrier	48TJE06-101BF
6	Pad 1 HVAC	Carrier	48PMNC28-DJ11-H9

2.5 Value Add

Proponents requested to provide budgeting estimates for the installation and services, including removal and disposal of existing equipment is requested.

Additionally, to note of any incentives and/or rebates that may be eligible as part of this equipment request from the IESO and Enbridge Gas.

The City of Sault Ste. Marie values environmental sustainability and has committed to net zero emissions by 2050. Though not scored or required, bidders can offer insights on innovative solutions for enhancing the project's sustainability and resilience to climate change.

2.6 Project Schedule

The proponent is required to complete all work by December 2024.

Proponents are required to provide a detailed work plan/schedule indicating how they intend to meet the timelines established by the City.

Outline how this schedule will be effected, in consideration of the additional work projects of Heat Recovery System and HVAC Systems added to the Roof Replacement

Milestone Event	**Timeline**
1. Commencement of Services	June 4, 2024
2. Engineering, shop drawings	June – July 2024
3. Tendering	July – August 2024
4. Award Tender	August 12, 2024
5. Construction	August – December, 2024

SECTON 3

3. SUBMISSION REQUIREMENTS

3.1 Experience & References

Demonstrate your Firm's and Consulting team's expertise in projects of similar scope, and size within the last five (5) years preferred.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3).

- Include listing of Key Personnel with brief Curriculum Vitae (CV) and Roles to be utilized for the project.

Complete these section(s) within the Bidding System:

- Step 3: References
  - Company Overview
  - Previous Relevant Projects
  - References
  - Project Team Experience and Qualifications
- Step 4: Documents
  - CVs, as Document Upload

3.2 Methodology

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

Proponents should include details of their Work Plan and Methodology. Detail the proposed solution work plan to be utilized in the project work providing recommendations of how the key components of the project will be delivered.

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project. If available, provide insight on environmental considerations towards the project's sustainability

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Methodology)
  - Project Understanding, Methodology, Approach and Work Plan
  - Value Add

3.3 Project Schedule

The proponent is required to complete all work by December 2024

Proponents are required to provide a detailed work plan/schedule indicating how they intend to meet the timelines established by the City.

Provide project timeline/schedule recognizing critical deliverables, progress meetings and timelines; project schedule should indicate total and individual staff time allotments in hours; project schedule to demonstrate commitment to deliver the results in accordance with the timelines provided.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Timelines)
  - Project Schedule outline
- Step 4: Documents
  - Schedule Chart, as Document Upload

3.4 Fee Schedule

Proponents shall provide a fee estimate for the total cost of the services. No further payment will be made above this figure unless authorized in advance by the City. A detailed breakdown of fees corresponding to various project tasks and individuals assigned to the project shall be provided in a Task-Cost Matrix. The matrix shall indicate the name, role, and rate of pay for each individual and shall equal the fee estimate provided.

Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses.

It is preferred that the fee schedule be "All Inclusive" with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

Complete these section(s) within the Bidding System:

- Step 1: Schedule of Prices
  - Fee Estimate
- Step 4: Documents
  - Task-Cost Matrix, as Document Upload

SECTION 4

4. APPENDICES

Not Applicable

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2024CDE-CS-AR-02-P - Professional Services, John Rhodes Arena Roof Replacement

Opening Date: April 12, 2024 3:00 PM

Closing Date: May 3, 2024 4:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

FEE ESTIMATE - ROOF REPLACEMENT

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents PART A) Roof Replacement with support for future solar panel installation	
Subtotal:	

FEE ESTIMATE - ALIGNED PROJECTS

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents PART B) Heat Recovery System	
Bid Price for the Work as specified in the Bid Call Documents PART C) HVAC System(s) including roof condensers and air handling units	
Subtotal:	

Summary Table

Bid Form	Amount
FEE ESTIMATE - ROOF REPLACEMENT	
FEE ESTIMATE - ALIGNED PROJECTS	
Subtotal Contract Amount:	

METHODOLOGY - PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	
Proponent to effectively identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables for Roof Replacement. Outline to include an overview of proposed solution specific to supply of services for the aligned projects Heat Recovery; HVAC	
Outline budgeting estimates for the constructions, installations and services	
Provide any incentives and/or rebates that may be eligible if known	
Provide environmental considerations, and any additional value add components available	

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule.	
Provide specifics of schedule alterations (if applicable) in consideration of the requested aligned projects of Heat Recovery and HVAC Systems	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the “Contractor” for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner			
Project Title			
Contract Value			
Start and Completion dates			
Was the project completed on time? If not provide explanation			
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)			

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size and scope, completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name			
Contact Information (Phone; Email)			
Detail of Reference Project			

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	Responsibility *

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Resume (CV) Of Team Members (optional)
- Schedule Plan * (mandatory)
- Task-Cost Matrix * (mandatory)

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

☐ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

SCHEDULE D
Proposal from Engineer

2024CDE-CS-AR-02-P - Professional Services, John Rhodes Arena Roof Replacement

Opening Date: April 12, 2024 3:00 PM

Closing Date: May 3, 2024 4:00 PM

Vendor Details

Company Name:	Rimkus Consulting Group Canada Inc.
Does your company conduct business under any other name? If yes, please state:	Rimkus
Address:	2121 Argentia Road, Suite 401 Mississauga, Ontario L5N 2X4
Contact:	Abisha Sooriyathas
Email:	abisha.sooriyathas@rimkus.com
Phone:	905-607-7244
Fax:	905-607-7288
HST#:	1331406357RT0001

Submission Details

Created On:	Wednesday May 01, 2024 15:03:12
Submitted On:	Friday May 03, 2024 15:59:45
Submitted By:	Abisha Sooriyathas
Email:	abisha.sooriyathas@rimkus.com
Transaction #:	fdb4f9bc-2620-49e6-972d-5a7d11be26a4
Submitter's IP Address:	99.247.4.215

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

FEE ESTIMATE - ROOF REPLACEMENT

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents PART A) Roof Replacement with support for future solar panel installation	$78,462.3500
Subtotal:	$ 78,462.35

FEE ESTIMATE - ALIGNED PROJECTS

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents PART B) Heat Recovery System	$35,544.0000
Bid Price for the Work as specified in the Bid Call Documents PART C) HVAC System(s) including roof condensers and air handling units	$51,016.0000
Subtotal:	$ 86,560.00

Summary Table

Bid Form	Amount
FEE ESTIMATE - ROOF REPLACEMENT	$ 78,462.35
FEE ESTIMATE - ALIGNED PROJECTS	$ 86,560.00
Subtotal Contract Amount:	$ 165,022.35

METHODOLOGY - PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	Rimkus recognizes that the Corporation of the City of Sault Ste. Marie (the City) released RFP # 2024CDE-CS-AR-02-P with the objective of retaining a qualified engineering firm to provide consulting services for the roof replacement at the John Rhodes Community Centre (JRCC). The JRCC is a recreational community centre located at 260 Elizabeth Street, Sault Ste. Marie, ON, and consists of two ice surfaces, pools, a restaurant, gymnasium, and multiple community rooms. It is understood that the roof of the building has reached the end of its service life and requires replacement. The purpose of this roofing project will be to replace the existing roof with a new roof system that supports future solar panel installation. In addition, the replacement project should consider the following upcoming projects involving the installation of a full heat recovery system based on a two-part cascade system and the replacement of current roof top HVAC units with like-for-like units. The scope of work for this assignment will include inspection of existing roof surfaces, recommendation of replacement options, cost estimates, development of specifications, tendering of construction, and project administration.
Proponent to effectively identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables for Roof Replacement. Outline to include an overview of proposed solution specific to supply of services for the aligned projects Heat Recovery; HVAC	The following phases outline the course of action that Rimkus has established to provide services for this assignment. Phase 1: Pre-Construction Preliminary Investigation Phase The following work plan will be utilized for this phase of Rimkus' services: • Attend one (1) on-site project kick-off meeting with Client stakeholders to confirm objectives and requirements for the roof replacement, including design options that accommodate future solar panel installation. • Review all historical documentation made available to Rimkus. This may include drawings, condition surveys, known deficiencies, and any repair attempts. • Perform a detailed review of the site and areas of work. All locations of the work will be reviewed for the purpose of preparing project scope of work and bid documents. Locations will be reviewed from accessible vantage points (ground, ladder, roof, etc.). • Develop design rationale, remediation options, and associated high-level construction budget estimates presented to the Client for discussion and their confirmation of selection. The high-level construction budget will include the following: o Structural engineer review of proposed roof system. o Scaled roof plans showing materials, layouts, size, finishes, and materials being installed on each roof area. o Viability of the original roof compositions. o Structural analysis of the roof structure to accommodate solar panels installation. Design Phase Once the Client has confirmed selection of the remediation option, Rimkus will perform the following functions for this phase of our services: • Prepare bid documents, including all front-end documents, technical specifications, and CAD drawings and details. The scope of work and technical specifications are to meet all known project requirements, as well as all current codes and municipal bylaws. Drawings and details are to provide suitable demonstration of expectations required to complete the work, as well as accommodations for future projects (heat recovery system installation and HVAC unit replacement). • Submit completed draft bid documents to the Client for review and discussions. • Finalize/amend bid documents based on Client's review and confirmed requirements. This includes all revisions to front-end documents, specifications, and CAD drawings. Assimilate all Client bid and purchasing requirements/documents into final bid document package. • Assist Client with selection and pre-qualification of contractors for the bid process. • Issue invitation to selected bidders, including electronic copies of the bid documents. • Arrange and attend one (1) pre-bid site meeting with bidders to review scope of work, site safety expectations, logistics, schedule, and site-specific requirements. • During the bid process, the Rimkus project team will be available to assist the Client with responding to questions raised by bidders. If required, Rimkus will prepare addenda to clarify project documents, scope of work, bid requirements, etc. • Once the bid process is complete, Rimkus will assist the Client in evaluating bid submissions for conformance to bid submission requirements and ability to meet Client's requirements and schedule. A Recommendation Letter and Bid Summary will be prepared and issued to the client for evaluation and discussions. • Assist the Client with negotiation, preparation, and distribution of three copies of the Lump Sum Form of Contract documents for construction. Phase 2: Construction Construction Review and Contract Administration Once the Client and Contractor have completed execution of the contract, Rimkus will provide the following construction review and contract administration services: • Enter discussions with the City's Building Department and provide a Commitment to General

Review Form so that a Permit can be obtained for the replacement work.
- Assist with the building permit application and permit drawings and submit to the municipality.
- Attend pre-start meeting with successful contractor and Client representative on site to confirm scope of work, site safety expectations, logistics, schedule, and site-specific requirements.
- Review shop drawings and contractor submissions to verify conformity with contract documents. If required, Rimkus will evaluate and recommend, on contractor request, alternatives and revisions to materials and detailing.
- Provide construction review by regular observation of the work in progress to review the materials and construction practices used by the contractor. These reviews will ensure general conformance to the drawings/specifications and will occur on two (2) consecutive days on a weekly basis. Rimkus has budgeted 18 site visits for this assignment in our proposed fees. These visits include a pre-start meeting and final review.
- Prepare electronic field review reports (General Review Reports) detailing observations, discussions, and work progress for all site visits conducted.
- Provide contract administration for the duration of the project, including:
    - Provide list of deficiencies as work is being carried out.
    - Issue change orders and field directives as required.
    - Respond to contractor Request for Information (RFI) submissions.
    - Verify percentage (%) of work completed for invoicing purposes and prepare payment certificates.
    - Prepare and issue Certificate of Substantial Performance at completion of work. Monitor deficiency completion and lien period.
    - Collect and review project close-out documents from contractor, including as-builts, warranties, maintenance manuals, etc.
    - Prepare project record drawings reflecting completed work and submit to Client.
- Arrange and attend regular construction meetings throughout the project to review project progress, schedules, and performance discussions. Frequency is to be determined based on project schedule and anticipated duration. Contractor is to prepare and distribute meeting minutes.
- Provide construction worksite management, including the following:
    - Ensure the contractor is aware that the worksite is required to remain clean and free of obstructions to all personnel.
    - Ensure timelines and schedules are communicated regularly
    - Ensure minimal interference to daily operations of the JRCC (access to building will remain available throughout the project).
- Provide final construction review at the end of the project to identify any remaining deficiencies and issue list to contractor and Client.

Aligned Projects

Part B – Heat Recovery System
To complete this project, Rimkus recommends completing a comprehensive assessment and study of the current systems for a proper assessment. This study shall include the following tasks:
- Define the scope of the study, including the size of the pool, existing HVAC, mechanical, and electrical systems, and the desired temperature range for the pool.
- Conduct site visits to assess the current HVAC, mechanical, and electrical systems.
- Identify potential sources of waste energy, such as exhaust air, equipment cooling systems, and electrical equipment.
- Gather data on energy consumption and heat losses to identify sources of waste energy, evaluating potential recovery technologies, and assessing feasibility and cost-effectiveness.
- Research and evaluate various waste energy recovery technologies suitable for the community center's needs, such as heat exchangers and heat pumps where efficiency, scalability, maintenance requirements, and compatibility with existing systems are assessed.
- Analyze the technical feasibility of implementing each technology, considering factors like available space, infrastructure requirements, and regulatory compliance.

Part C- HVAC Systems
To complete this project, Rimkus will proceed with a standard assessment and engineering support package, which includes:
- Conduct a thorough assessment of the existing HVAC systems, including equipment condition, capacity, age, and performance.
- Review building plans, specifications, and relevant documentation to understand system requirements and constraints.
- Identify any potential challenges or obstacles that may affect the replacement process.
- Specify like-for-like replacement HVAC equipment based on the assessment findings, considering compatibility with existing infrastructure and meeting current building codes and standards.
- Ensure selected equipment meets energy efficiency requirements and is suitable for the intended application and load demands.
- Obtain necessary approvals and permits for equipment selection, if required.
- Develop detailed design drawings and specifications for the replacement HVAC equipment, including mechanical, electrical, and plumbing (MEP) systems.
- Determine equipment placement, sizing, and configuration to optimize system performance and space utilization.
- Evaluate bids and proposals from suppliers/vendors and recommend selections to the client.

Outline budgeting estimates for the constructions, installations and services	Services Costs • Engineering and Design Fees: Hiring engineering consultants to design the layout and specifications for the heat recovery system and HVAC units based on the current and future needs • Commissioning and Testing: Fees for commissioning agents to test and verify the performance of the heat recovery system and HVAC units after installation, ensuring they meet design specifications and efficiency targets. • Training and Documentation: Costs for providing training to facility staff on operating and maintaining the new equipment, as well as preparing documentation such as operation manuals and maintenance schedules. Construction Costs • Structural Modifications to accommodate the upgraded systems • Ductwork Installation to connect the heat recovery system and HVAC systems • Installation Costs for the heat recovery system (heat recovery unit, associated ductwork, controls, and sensors), HVAC Units, control systems, Plumbing and Electrical Work Contingency and Miscellaneous Costs: • Contingency Fund • Project Management • Warranty and Service Agreements from manufacturers
Provide any incentives and/or rebates that may be eligible if known	Rimkus remains closely aligned with key industry programs for energy efficiency available in Ontario and Canada through consistent communication and proactive engagement with industry associations, government agencies, and energy efficiency initiatives. Rimkus ensures it stays abreast of the latest developments, regulations, and incentives in the field. This commitment allows Rimkus to effectively leverage available programs and resources to deliver innovative solutions that optimize energy performance, reduce environmental impact, and enhance sustainability for its clients throughout Ontario and across Canada. If Rimkus gets asked to investigate or apply for rebates on behalf of the Client, this common service is available for additional cost, and we did not include this item in our fee structure for this proposal. Enbridge Gas typically offers various incentive programs aimed at promoting energy efficiency upgrades for mechanical, electrical, and HVAC systems such as: • Fixed incentive programs for condensing make-up air unit and door seals • Retrofit programs, such as boilers, air handling units, water heating systems, building automations sytems, heat recovery and variable frequency drives (VFDs) Independent Electricity System Operator (IESO) in Ontario often offers incentive programs to institutional buildings based on the current market trends, their objectives and priorities which may include, but not limited to: • Save on Energy Retrofit Program • Demand Response Programs • Energy Efficiency Capacity-Building Programs • Conservation First Framework • Demand-Side Management (DSM) Programs • Targeted Sector-Specific Programs • Technology-Specific Programs
Provide environmental considerations, and any additional value add components available	While completing the analysis and design for the projects, Rimkus can develop environmental considerations guidelines with the City to ensure this project is completed by the best industry practices, which may include the consideration for recycling roofing materials, recycling metal, replacing obsolete items, and performing energy audits. Given the wide range of its application, Rimkus will include this item in the kick-off meeting with the City.

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule.	Rimkus understands the importance of scheduling control regarding meeting the expectations of our clients. We are committed to mitigating the risk of unmet/extended project deadlines and will achieve this by not only determining the schedule baseline, but also continually monitoring project progress to assess whether the job is ahead of or behind schedule. Rimkus will coordinate regularly scheduled meetings between the project team, contractor, and client to discuss up-to-date work progress and project schedule and identify any potential issues or risks to the baseline. Schedule compression methods may be used by Rimkus if schedule variances are found, such as assigning multiple tasks to be worked on simultaneously or adding more resources to activities which are deemed critical to the project. If deviations from the baseline schedule cannot be avoided, a change request will be issued by Rimkus to the Client for review and approval. Once approved, the changed schedule will become the new baseline moving forward. Issues and risks related to the project schedule will be identified early through diligent communication and regular progress updates within the multiple management networks of the project team, as well as through the ongoing Project Performance Review document. Potential risks, such as variances between the work progress and schedule baseline, will be identified early on using this method. Premature identification of potential schedule variances allows Rimkus the opportunity to get the schedule back on track using compression methods as previously described. The above-mentioned schedule control methodology will be implemented to ensure all client timelines are met. Based on a contract award date of June 4th, 2024, this includes completion of final drawings and specifications by July 2024, tendering completed by August 2024, tender award by mid-August, and completion of construction by December 2024.
Provide specifics of schedule alterations (if applicable) in consideration of the requested aligned projects of Heat Recovery and HVAC Systems	N/A As a multi-disciplinary firm, Rimkus is prepared and able to successfully complete all work with our own forces and internal teams. Collaboration between our roofing, structural engineering, and mechanical & electrical teams will ensure efficient and effective completion of all deliverables, including consideration of the aligned Heat Recovery and HVAC Systems projects, with no changes to the proposed schedule. This RFP solely addresses the desired scope of work for the roof and stipulates future projects with an undefined schedule. For the Heat Recovery project, the proposed study will not modify the current proposed schedule as the work will be completed within a week and a full report will be available within a month for review. For the added HVAC units to be added, Rimkus anticipates completing the full engineering design within the same time frame as the roof replacement design. The additional construction work will need to be coordinated with the Contractor to minimize delays, while considering the equipment availability represents the major risk to affect the schedule.

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *
Rimkus is a full-service engineering and architectural firm, specializing in Roof Consulting, Structural Engineering, Building Envelope Engineering, Pavement Consulting, and Mechanical & Electrical Engineering. We provide a full range of services, from condition assessments to the preparation of design and construction documents for replacement and rehabilitation projects. This includes assisting clients with the bidding process, contract administration, and quality assurance observations. With approximately 40 years of experience, Rimkus is certified to provide Professional Engineering Services in the provinces of Ontario, British Columbia, Alberta, Manitoba, Saskatchewan, Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island, and Quebec. Our experienced staff of over 150 employees consists of engineers, registered roof consultants, technicians, technologists, and various specialists for each of our disciplines. Over the years, they have accumulated years of practical experience in training and education. This enables our firm to provide competent, sensible, and sustainable solutions to our clients within specified timeframes and budgets. Previously known as IRC Building Sciences Group and M&E Engineering, our firm has maintained a long-term working relationship with many municipalities across Canada, including City of Mississauga, City of Brampton, City of London, City of Waterloo, City of Kitchener, Town of Ajax, City of Cambridge, and several others. Past project experiences for these municipalities have included roof replacements, roof restoration, roof condition assessments, leak investigations, building condition assessments, replacements, masonry repairs, skylight replacements, parking lot pavement replacements, parking garage restoration, mechanical unit replacements, electrical upgrades/renovations, and more. We have now joined forces with Rimkus to expand the range of our services and the depth of our resources, while simultaneously preserving the same client relationships that have played a part in our company's growth.

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner	City of Kitchener	University of Guelph	City of Toronto
Project Title	Mount Hope Cemetery HVAC / Roof Replacement and Window/Cladding Replacement	South Residence Building Rehabilitation	Islington Shelter Mechanical and Electrical Design
Contract Value	$1,300,000.00	$33,000,000.00	$8,765,000.00
Start and Completion dates	2019 – 2022	2016 – 2024 (Ongoing, expected August 2024 completion)	2018 – 2021
Was the project completed on time? If not provide explanation	Yes.	This is a multi-year project that has been completed in phases. Although the project has mostly been completed according to pre-established deadlines, there were some delays during the COVID-19 pandemic due to unexpected supply chain issues. In subsequent years, all supplies were ordered well in advance to mitigate the risk of delays.	Yes.
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)	Rimkus was retained to provide preliminary roof investigation, design/specification, and construction review services for the roof replacement, window replacement, and cladding replacement on the building located at 91 Moore Street, Kitchener, Ontario. The project was completed on time and met all client expectations.	Rimkus was retained to provide preliminary roof investigation, design/specification, and construction review services for the roof replacement, HVAC units, window replacement, and cladding replacement on the building located at 50 Stone Road East, Guelph, Ontario. Our dedication to sustainability, energy efficiency, and environmentally responsible design have been widely recognized due to this project. We are the proud recipient of the Ontario Building Envelope Council's Distinction for Design Award in 2017, celebrating our "best-in-the-industry" approach to this building rehabilitation project for the University of Guelph.	Rimkus was retained for the building retrofit of a multi occupancy building to create the Islington Centre. We designed for new HVAC systems for the building using a combination of packaged rooftop A/C units and a VRF system to provide the general heating and cooling. Central controls were put in place, with all indoor DX fan coil units connected to the VRF system being interfaced with the central control panels, to monitor and control all zones, including the suites.

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size and scope, completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name	Prashant Bhalja	Michael Ryan	Deepa Suresh
Contact Information (Phone; Email)	416-801-2515; pbhalja@explace.on.ca	905-477-7000; mryan@markham.ca	437-993-8701; deepa.suresh@mississauga.ca
Detail of Reference Project	Rimkus provided preliminary investigation, design, specification, contract administration, and construction review services for the roof replacement of the entire building. New drain lines and drains were installed in phases, and a skylight removal on Roof Area E was completed on schedule. Project risk factors included disruption to an occupied facility. Interior tarp protection was installed below the roof deck and over tenant's kiosks/equipment to accommodate the operation of the Food Building. The interior tarp was removed during stoppage of work as well, specifically during the break in work due to the CNE and the Indy. With the breaks and weather taken into consideration, the replacement of each roof area was completed by the anticipated target date.	Rimkus provided roof consulting services for the Angus Glen Community Centre Roof Repair project located at 3990 Major Mackenzie Drive East, Markham, Ontario. Our teams provided preliminary investigation, as well as design, specification, tender, and construction review services for the roof remediation at the community centre. The project was successfully completed in 2019 and demonstrates one of many municipal community centre roof consulting projects that Rimkus has completed in the past.	Rimkus was awarded the City of Mississauga's Civic Centre roof rehabilitation project through the public RFP process. Upon award, Rimkus completed a design brief with various options that provided the City of Mississauga with life cycle data, budgetary costings, and projected milestone schedules for the roof rehabilitation program. A key achievement related to this project was our firm's ability to understand our client's very specific design criteria, which included a large focus on sustainability. Rimkus provided a long-term sustainable solution that would support a vegetated system. This reflected the city's support of green technologies, and provided greater thermal performance, longer service life, and quality installation. Rimkus prepared specifications, designs, and tender documents. We also provided the subsequent on-site construction review and contract administration of the roof rehabilitation in progress. All three phases of this project have been completed, with phase three having been completed in 2019.

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	Responsibility *
Marco Merolle, RRO	Project Manager	As Project Manager, Marco will be responsible for overseeing the team, ensuring that schedules are consistent, and providing a technical review of all deliverables.
Jeremy Williams, P.Eng.	Jeremy Williams, P.Eng.	As a Structural Engineer, Jeremy will provide review and insight to all design deliverables and ensure that drawings and specifications are structurally sound.
John Sweeney	Field Investigator and Construction Review	As the Field Investigator and Construction Reviewer, John will be responsible for field retrieval of data during preliminary investigation to ensure accurate detailing during the design/specification phase. John will also provide construction review services during the construction phase of the roof replacement.
Ross Morley, P.Eng., LEED AP	Mechanical and Electrical Lead	As the Mechanical and Electrical Lead, Ross will be responsible for overseeing the team and reviewing deliverables associated with the Heat Recover and HVAC systems for the aligned projects following the roof replacement. He will work with the roof consulting team to ensure the design can support future solar panel installation, heat recovery system installation, and HVAC unit replacements.
Amir Kilani, P.Eng.	Mechanical Engineer	As a Mechanical Engineer, Amir will be involved in drafting design deliverables for the heat recovery system installation and HVAC unit replacements.
Eric Shen, EIT	Electrical Engineering Consultant	As an Electrical Engineering consultant, Eric will be involved in drafting design deliverables for the heat recovery system installation and HVAC unit replacements.

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Resume (CV) Of Team Members - Team Resumes.pdf - Friday May 03, 2024 15:21:28
- Schedule Plan - Schedule Plan.xlsx - Friday May 03, 2024 15:28:53
- Task-Cost Matrix - Time-Cost Matrix.xlsx - Friday May 03, 2024 15:28:59

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

☑ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Francis Mongeon, Business Development Manager, Rimkus Consulting Group
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Applicable Law Checklist - Addendum 2 Thu April 25 2024 01:36 PM	☑	2
Commitment to General Review - Addendum 2 Thu April 25 2024 01:36 PM	☑	1
Application for Permit - Addendum 2 Thu April 25 2024 01:35 PM	☑	4
2024CDE-CS-AR-02-P Addendum 2 Thu April 25 2024 01:33 PM	☑	2
2024CDE-CS-AR-02-P Addendum 1 Tue April 23 2024 03:47 PM	☑	2

Proposed Project Schedule																															
2024																															
TASK	May				June				July				August				September				October				November				December			
	Week #				Week #				Week #				Week #				Week #				Week #				Week #				Week #			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Contract Award																																
Roofing: Preliminary Investigation, Design/Specifications and Tendering																																
Project Kick-Off Meeting						X																										
Site Investigation Work																																
Draft Design Reports																																
Client Review of Draft Design Reports																																
Final Design/Tender Documents																																
Tender										X																						
Results Review and Consultant Recommendation																																
Client Review and Contract Award																																
Contract Administration and Construction Phase																																
Construction Phase														X		XX		XX		XX		XX		XX		XX		XX		XX		X
Substantial Performance																																
Total Completion																																
Close-Out Documents																																

X = one (1) on-site visit

NOTE: The provided schedule provided herewithin is subject to various conditions that may affect its accuracy and timelines. The Consultant acknowledges the following factors which may impact the schedule, such as weather conditions, site access, or any unforeseen conditions encountered during the project execution. The Consultant will make reasonable efforts to adhere to the provided schedule, but cannot guarantee its exactness due to the aforementioned factors beyond their control. Any delays or modifications to the schedule resulting from these conditions shall not be deemed a breach of contract by the Consultant. It is imperative for all parties involved to maintain open communication and cooperation to address any challenges that may arise during the execution phase.

Team Member	Project Role	Hourly Rate ($ / hour)	Preliminary Invesitgation	Design Phase	Construction Phase	Total Hours
Marco Merolle	Project Manager	225	4	12	0	16
Jeremy Williams, P.Eng.	Design Lead	195	3	6	0	9
John Sweeney	Field Investigator and Construction Review	185	20	40	335	395
Total						**420**
		Cost	$5,185	$11,270	$61,975	