



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

Monday, June 23, 2025

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing 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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of June 2, 2025 be approved.

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 - Property Sale – 657 Fourth Line East (Rocchetta Holdings Corp.)

Purchaser is a client of law firm on this matter.

4.2 Mayor M. Shoemaker - Sale of Part 0 Sackville Road and Part 128 Sackville Road (Griffin Group Real Estate Ltd.)

Purchaser is a client of law firm on this matter.

4.3 *Mayor M. Shoemaker - By-law 2025-95 (Property Sale) Part 0 & 128 Sackville Road (Griffin Group Real Estate Ltd.)*

Purchaser is a client of law firm on this matter.

4.4 *Mayor M. Shoemaker - By-law 2025-96 (Property Sale) 657 Fourth Line East (Rocchetta Holdings Corp.)*

Purchaser is a client of law firm on this matter.

4.5 *Councillor L. Vezeau-Allen - 2025 Arts and Culture Assistance Grants – Late Intake*

Founder and ex officio member of Grocer 4 Good

5. *Approve Agenda as Presented*

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the Agenda for June 23, 2025 City Council Meeting as presented be approved.

6. *Presentations*

6.1 *Mayor for a Day*

6.1.1 *Winner*

Taylor May Brown

6.1.2 *Honourable Mentions*

Charlotte Mackenzie

Jax O'Hara

Scarlett Douglas

6.2 *2024 Audited Financial Statements*

16 - 26

Oscar Poloni, Partner, KPMG

6.3 *Parking Reforms*

27 - 37

Ronauq Sabharwal, Project Manager, CIMA+

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

Resolved that all the items listed under date June 23, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Playground Equipment for Wilcox Park 38 - 39

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 23, 2025 concerning the supply and installation of Playground Equipment for Wilcox Park be received and that the proposal submitted by Park N Water Ltd. at the price of \$157,459.25 plus HST be approved.

7.1.1 Mayor's Youth Advisory Council Comments 40 - 40

7.2 Beverage Agreement Extension – PepsiCo Beverages Canada 41 - 42

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

The relevant By-Law 2025-108 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 Vending Agreement Extension – Meyers Munchies 43 - 44

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

The relevant By-Law 2025-107 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.4 2025 Arts and Culture Assistance Grants – Late Intake 45 - 60

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

Councillor L. Vezeau-Allen declared a conflict on this item. (Founder and ex officio member of Grocer 4 Good)

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Recreation and Culture dated June 23, 2025 concerning 2025 Arts and Culture Assistance Program Grants – Late Intake allocation of funds be approved as follows:

1. Centre Francophone – \$5,000
2. SSM Chamber of Commerce – \$6,000

- 7.5 49th Field Artillery Regiment – Canada Day Salute 61 - 69

The relevant By-law 2025-97 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Licence to Occupy Agreement – Etienne Brulé Community Garden 70 - 71

The relevant By-law 2025-103 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Community Development Fund – Green Initiatives Program Applications 2025 Q1 Intake 72 - 73

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Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Sustainability Coordinator dated June 23, 2025 concerning Community Development Fund – Green Initiatives Program Applications 2025 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the Save Our Young Adults (SOYA) Community Garden Project in the amount of \$13,492 be approved.

7.8 Curb and Sidewalk Program 2025 74 - 79

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 23, 2025 concerning the 2025 Curb and Sidewalk Program be received as information.

7.9 Landfill Operations and Monitoring 2024 – Environmental Monitoring Committee 80 - 83

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the report of the Director of Engineering dated June 23, 2025 concerning annual operations and monitoring reports for the municipal landfill be received as information.

7.10 Contract 2025-5E Lyons Avenue Resurfacing 84 - 85

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

The relevant By-law 2025-104 authorizing execution of Contract 2025-5E and By-law 2025-105 authorizing the intermittent road closure of Wellington Street West from Lyons Avenue to Carmen's Way from June 24, 2025 to November 14, 2025 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.11 Contract 2025-8E Miscellaneous Paving 86 - 87

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Manager of Design and Transportation Engineering dated June 23, 2025 concerning Miscellaneous Paving be received and that the road sections of MacDonald Avenue from Black Road to civic 654, John Street from Bainbridge Street to Carmen's Way, and miscellaneous patches at the Great Northern Road and Second Line intersection be included in the 2025 Road Resurfacing Program.

The relevant By-law 2025-106 authorizing execution of Contract 2025-8E is listed under Agenda item 12 and will be read with all by-laws under that item.

7.12 2025 Traffic By-law Update – Brock Street 88 - 89

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated June 23, 2025 concerning Traffic Bylaw Update – Brock Street be received and the recommended amendments be approved.

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

7.13 Peoples Road Reconstruction – Railway Upgrades 90 - 91

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated June 23, 2025 concerning the railway upgrades for Peoples Road Reconstruction be received as information.

7.14 Hope's Cradle 92 - 102

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the report of the Fire Chief dated June 23, 2025 concerning Hope's Cradle be received as information.

7.14.1 *Proposed Amendment*

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Fire Chief dated June 23, 2025 concerning Hope's Cradle be received and that the matter be referred back to appropriate

staff for additional input and information.

- 7.14.2 Correspondence Received** 103 - 107
- 7.15 Fire Hall 4 – Air Handling Units Fund Transfer Request** 108 - 109
- A report of the Assistant Fire Chief is attached for the consideration of Council.
- Mover Councillor S. Hollingsworth
Seconder Councillor M. Scott
Resolved that the report of the Assistant Fire Chief dated June 23, 2025 concerning Fund Transfer request for Fire Hall #4 Air Handling Units be received and that funding of \$29,600 be reallocated from the Fire 2025 budget for windows.
- 7.16 Residency Requirement Policy for New Department Heads** 110 - 112
- A report of the City Solicitor is attached for the consideration of Council.
- Mover Councillor S. Spina
Seconder Councillor M. Scott
Resolved that the report of the City Solicitor dated June 23, 2025 concerning Residency Requirement Policy for new department heads be received as information.
- 7.17 Police Services Contract Extension Agreement – Prince Township** 113 - 114
- A report of the City Solicitor is attached for the consideration of Council.
- The relevant By-law 2025-98 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.18 Property Sale – 657 Fourth Line East (Rocchetta Holdings Corp.)** 115 - 117
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2025-96 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- Mayor M. Shoemaker declared a conflict on this item. (Purchaser is a client of law firm on this matter.)
- 7.19 Sale of 72 Victoria Street (Larry Woolley and Jennifer Woolley)** 118 - 120
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-Law 2025-101 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.20	Sale of Part 0 Sackville Road and Part 128 Sackville Road (Griffin Group Real Estate Ltd.)	121 - 123
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2025-95 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
	Mayor M. Shoemaker declared a conflict on this item. (Purchaser is a client of law firm on this matter.)	
7.21	Intact Public Entities – Claims Handling Agreement	124 - 125
	A report of the Risk Manager is attached for the consideration of Council.	
	The relevant By-law 2025-102 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.22	A-5-25-Z – 33 Nichol Avenue – Amendment Report	126 - 127
	A report of the Junior Planner is attached for the consideration of Council.	
	The relevant By-law 2025-99 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.23	Federal Housing Needs Assessment	128 - 208
	A report of the Junior Planner is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth	
	Seconder Councillor C. Gardi	
	Resolved that the report of the Junior Planner dated June 23, 2025 concerning the Federal Housing Needs Assessment be received and that Council adopt the assessment as the City's sole official housing needs assessment.	
7.24	Parking Reforms	209 - 311
	A report of the Director of Planning and the Junior Planner is attached for the information of Council.	
	Mover Councillor S. Spina	
	Seconder Councillor M. Scott	
	Resolved that the report of the Director of Planning and Junior Planner dated June 23, 2025 concerning Parking Reforms be received as information.	
7.25	<i>Building Faster Fund Amended Transfer Payment Agreement</i>	312 - 313
	A report of the Junior Planner is attached for the information of Council.	
	The relevant By-law 2025-109 is listed under item 12 of the Agenda and will	

be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.2.1 2024 Audited Financial Statements

314 - 371

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Chief Financial Officer and Treasurer dated June 23, 2025 concerning 2024 Audited Financial Statements be received and that the financial statements be approved.

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

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

9.1 Free Parking at Marinas for Veterans

Mover Councillor S. Spina

Seconder Councillor S. Hollingsworth

WHEREAS there are multiple marinas and boat launches in the city of Sault Ste. Marie; and

Whereas users pay a fee of \$7 to launch their boat and park in the lot; and

Whereas veterans from all branches of the Canadian Armed Forces (CAF) have contributed to the safety, security and well-being of residents of and visitors to the City of Sault Ste. Marie; and

Whereas the recreational use of marinas and boat launches helps enhance

the quality of life for users; and

Whereas as a small act of appreciation, the City of Sault Ste. Marie already offers free parking to veterans or vehicles transporting veterans,

Now Therefore Be It Resolved that staff be requested to implement a process to allow veterans of the Canadian Armed Forces to also access marinas and boat launches within the city of Sault Ste. Marie free of charge beginning with the 2025 season.

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 C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date June 23, 2025 save and except By-laws 2025-95, 2025-96, 2025-98 and 2025-114 be approved.

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

12.1.1 By-law 2025-95 (Property Sale) Part 0 & 128 Sackville Road (Griffin Group Real Estate Ltd.) 372 - 373

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

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-95 being a by-law to authorize the sale of surplus property being part of civic 0 Sackville Road, legally described in Part PIN 31561-0158 (LT) and part of civic 128 Sackville Road, legally described in Part PIN 31561-0118 (LT) to Griffin Group Real Estate Ltd. be passed in open Council this 23rd day of June, 2025.

12.1.2 By-law 2025-96 (Property Sale) 657 Fourth Line East (Rocchetta Holdings Corp.) 374 - 375

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

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-96 being a by-law to authorize the sale of surplus property being civic 657 Fourth Line East, legally described in PIN 31510-0131 (LT) to Rocchetta Holdings Corp. be passed in open Council this 23rd day of June, 2025.

12.1.3 By-law 2025-97 (Agreement) 49th Field Artillery Regiment Canada Day Salute 376 - 383

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-97 being a by-law to authorize the execution of the Agreement between the City and the 49th Field Artillery Regiment to occupy Top Sail Island for the purposes of conducting a gun salute on Canada Day be passed in open Council this 23rd day of June, 2025.

12.1.4 By-law 2025-98 (Agreement) Police and Prince Township Policing 384 - 393

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-Law 2025-98 being a by-law to authorize the execution of the extension Agreement between the City and The Corporation of the Township of Prince for the provision of policing services to the Township be passed in open Council this 23rd day of June, 2025.

12.1.5 By-law 2025-99 (Zoning) 33 Nichol Avenue (Jacob McEachern and Lana Perry) 394 - 396

A report from the Junior Planner is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-Law 2025-99 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 33 Nichol Avenue (Jacob McEachern and Lana Perry) be passed in open Council this 23rd day of June, 2025.

12.1.6 By-law 2025-101 (Property Sale) 72 Victoria Street (Larry Woolley and Jennifer Woolley) 397 - 398

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

Mover Councillor S. Spina

Secondar Councillor C. Gardi
Resolved that By-Law 2025-101 being a by-law to declare the City owned property legally described as LT 165-166 PL 58 AWENGES; SAULT STE. MARIE being civic 72 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to Larry Woolley, Jennifer Woolley or as otherwise directed be passed in open Council this 23rd day of June, 2025.

12.1.7 By-law 2025-102 (Agreement) Intact Public Entities Claims Handling 399 - 403

A report from the Risk Manager is on the Agenda.

Mover Councillor S. Spina

Secondar Councillor C. Gardi

Resolved that By-law 2025-102 being a by-law to authorize the approval of an updated Claims Handling Agreement be passed in open Council this 23rd day of June, 2025.

12.1.8 By-law 2025-103 (Agreement) SOYA Community Garden 241 Albert Street East 404 - 417

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

Mover Councillor S. Spina

Secondar Councillor C. Gardi

Resolved that By-Law 2025-103 being a by-law to authorize the execution of the Agreement between the City and SOYA (Save Our Young Adults) From Drug Abuse for the management of the community garden at 241 Albert Street East (Algoma District School Board) be passed at open Council this 23rd day of June, 2025.

12.1.9 By-law 2025-104 (Engineering) Contract 2025-5E Resurfacing Lyons Avenue 418 - 421

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

Mover Councillor S. Spina

Secondar Councillor C. Gardi

Resolved that By-law 2025-104 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the resurfacing of Lyons Avenue from Korah Road to Wellington Street West and Wellington Street West from Lyons Avenue to Carmen's Way (Contract 2025-5E) be passed in open Council on this 23rd day of June, 2025.

12.1.10 By-law 2025-105 (Temporary Street Closing) Wellington Street West 422 - 422

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-105 being a by-law to authorize the intermittent road closure of Wellington Street West from Lyons Avenue to Carmen's Way from June 24, 2025 to November 14, 2025 to facilitate the resurfacing of Lyons Avenue and Wellington Street West be passed in open Council this 23rd day of June, 2025

12.1.11 By-law 2025-106 (Engineering) Contract 2025-8E Ellwood Robinson Inc. Miscellaneous Paving 423 - 425

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-106 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the miscellaneous paving of MacDonald Avenue from Black Road to Civic 654, John Street from Bainbridge Street to Carmens's Way, and miscellaneous patches at the Great Northern Road and Second Line intersections (Contract 2025-8E) be passed in open Council on this 23rd day of June, 2025.

12.1.12 By-law 2025-107 (Agreement) Meyers Munchies Vending Extension 426 - 457

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-107 being a by-law to authorize the execution of the Extension Agreement between the City and Meyers Munchies for the vending commission from vending equipment for a period of two (2) years be passed in open Council this 23rd day of June, 2025.

12.1.13 By-law 2025-108 (Agreement) PepsiCo Beverage Agreement Extension 458 - 460

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-108 being a by-law to authorize the execution of the Extension Agreement between the City and Pepsico Beverages Canada, a business unit of Pepsico Canada ULC for the supply and delivery of soft drink concession supplies for a period of two (2) years be passed in open Council this 23rd day of June, 2025.

12.1.14 By-law 2025-109 (Amendment) Builder Faster Fund Transfer Plan 461 - 467

A report from the Junior Planner is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that By-law 2025-109 being a by-law to amend By-law 2024-110 and to authorize the execution of the Amending Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Building Faster Fund Transfer Payment Agreement be passed in open Council this 23rd day of June, 2025.

12.1.15 By-law 2025-114 (Appointment) City Solicitor

468 - 468

Mover Councillor C. Gardi

Seconder Councillor S. Spina

Resolved that By-law 2025-114 being a by-law to appoint Jeffrey King as City Solicitor be passed in open Council this 23rd day of June, 2025.

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. Spina

Seconder Councillor M. Scott

Resolved that this Council move into closed session to discuss:

- one item concerning acquisition of land by the municipality or local board;
- one item concerning labour relations or employee negotiations; and
- two items concerning negotiations carried on or to be carried on by or on behalf of the municipality or local board

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.2001 – section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; section 239 (2)(d) labour relations or employee negotiations; section 239 (2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

15. Adjournment

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that this Council now adjourn.

Corporation of the City of Sault Ste. Marie

Year-end Audit Report

Presentation to City Council

—
June 23rd, 2025

01 Audit Highlights

- Our audit procedures were executed in accordance with Canadian Auditing Standards and are based on a materiality of \$4.4 million
 - Calculated as 2.0% of prior year's revenues
 - Results in a posting threshold of \$220,000
 - Represents 0.08% of total revenues and 0.02% of total assets
- We are prepared to issue an unqualified audit opinion on the City's financial statements pending:
 - Council approval of the financial statements
 - Receipt of the management representation letter
 - Finalization of our file assembly and any remaining audit procedures



01 Audit Highlights

Topic	Response
Disagreements or difficulties with management	No matters to report
Internal control findings	No matters to report
Indicators of fraud	No matters to report
Indicators of contravention of regulation or legislation	No matters to report
Significant unusual transactions	No matters to report
Uncorrected audit differences	No matters to report
Corrected audit differences	While entries were posted by management during the course of the audit, we do not consider these to be audit differences as they are consistent with Period 13 adjustments posted as part of the year-end financial reporting process.



Corporation of the City of Sault Ste. Marie

Indicators of Financial Performance

Presentation to City Council

June 23rd, 2025

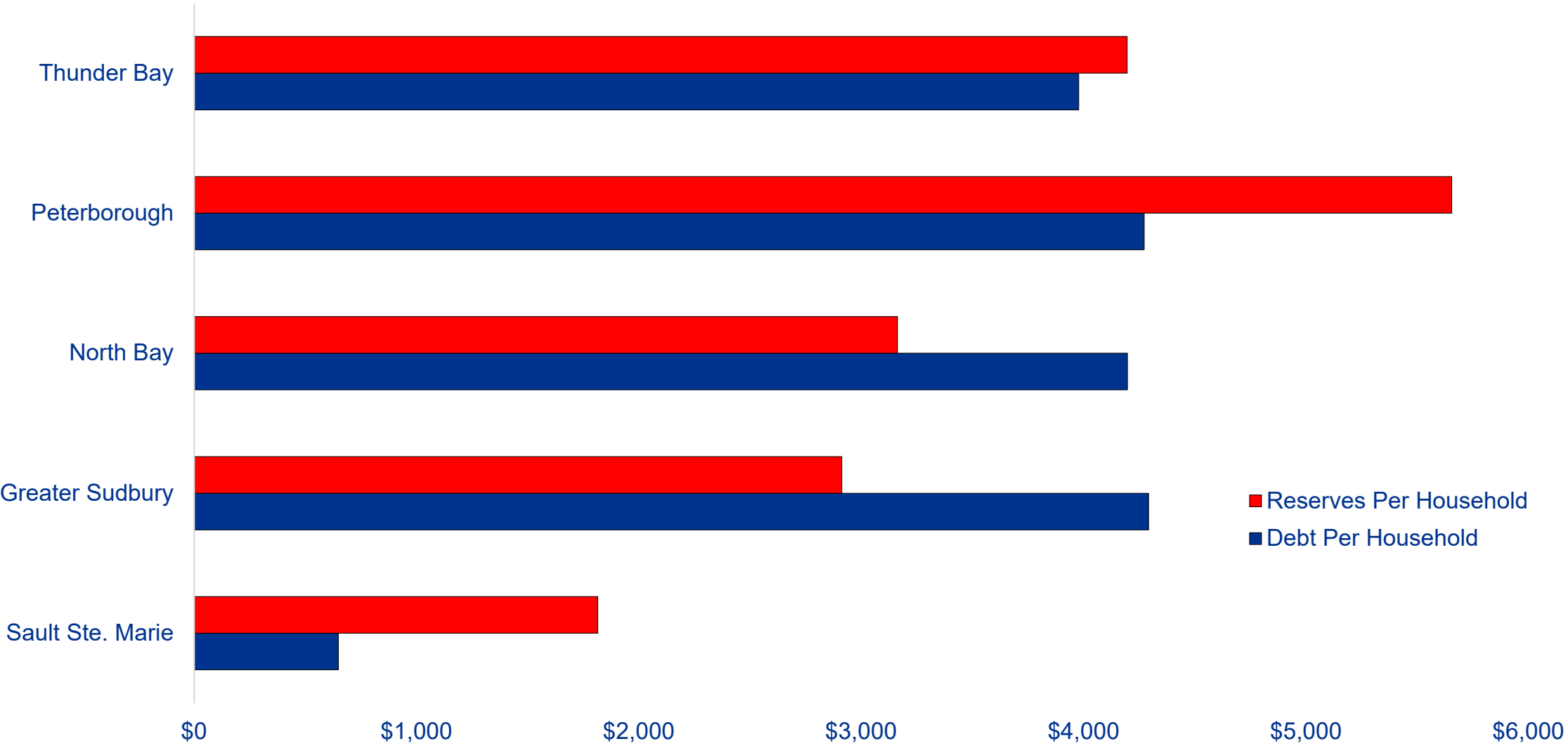
Corporation of the City of Sault Ste. Marie | Year-End Audit Report

04 Financial Indicators (2023 Fiscal Year)

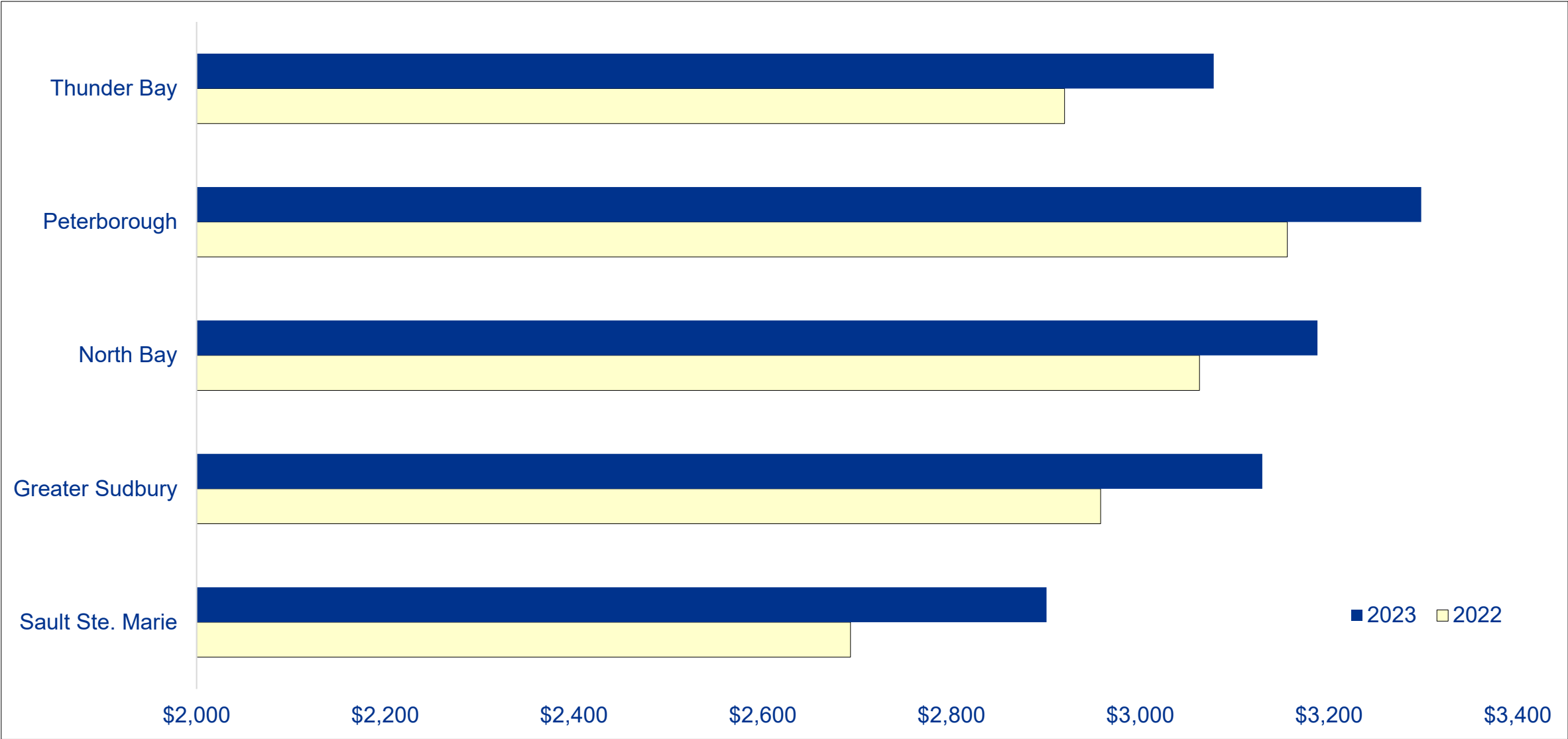
Financial Indicators	Sault Ste. Marie Indicator	Comparator Municipalities		
		Low	High	Average
Total reserves and reserve funds per household	\$1,814	\$1,814	\$5,654	\$3,547
Total long-term debt per household	\$648	\$648	\$4,291	\$3,477
Residential taxes per household	\$2,900	\$3,297	\$4,291	\$3,547
Residential taxes as a percentage of household income	3.24%	3.03%	3.76%	3.38%
Compound annual growth rate in tax levy (2018 to 2023)	+3.94%	2.90%	4.92%	4.03%
Net book value of capital assets as a percentage of historical cost	58.7%	39.1%	58.7%	50.6%



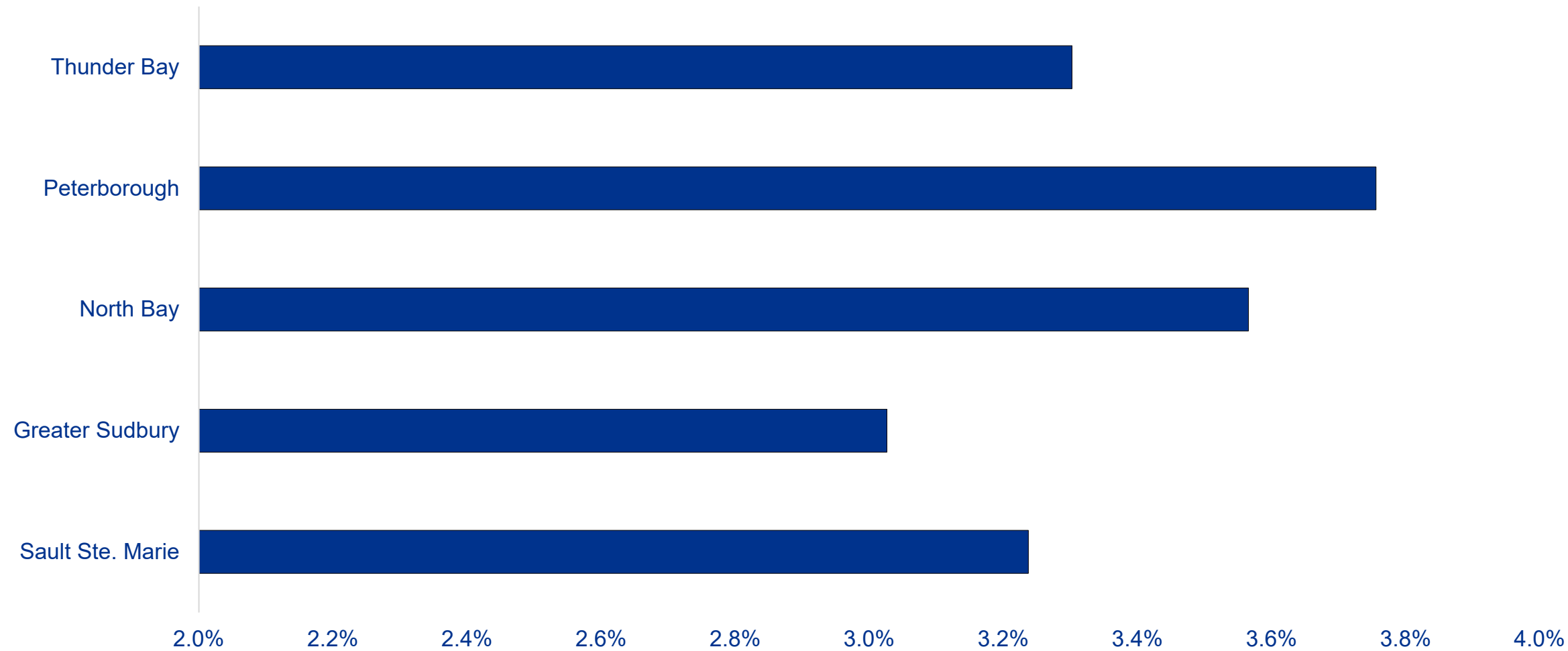
04 Debt and Reserves Per Household (2023 Fiscal Year)



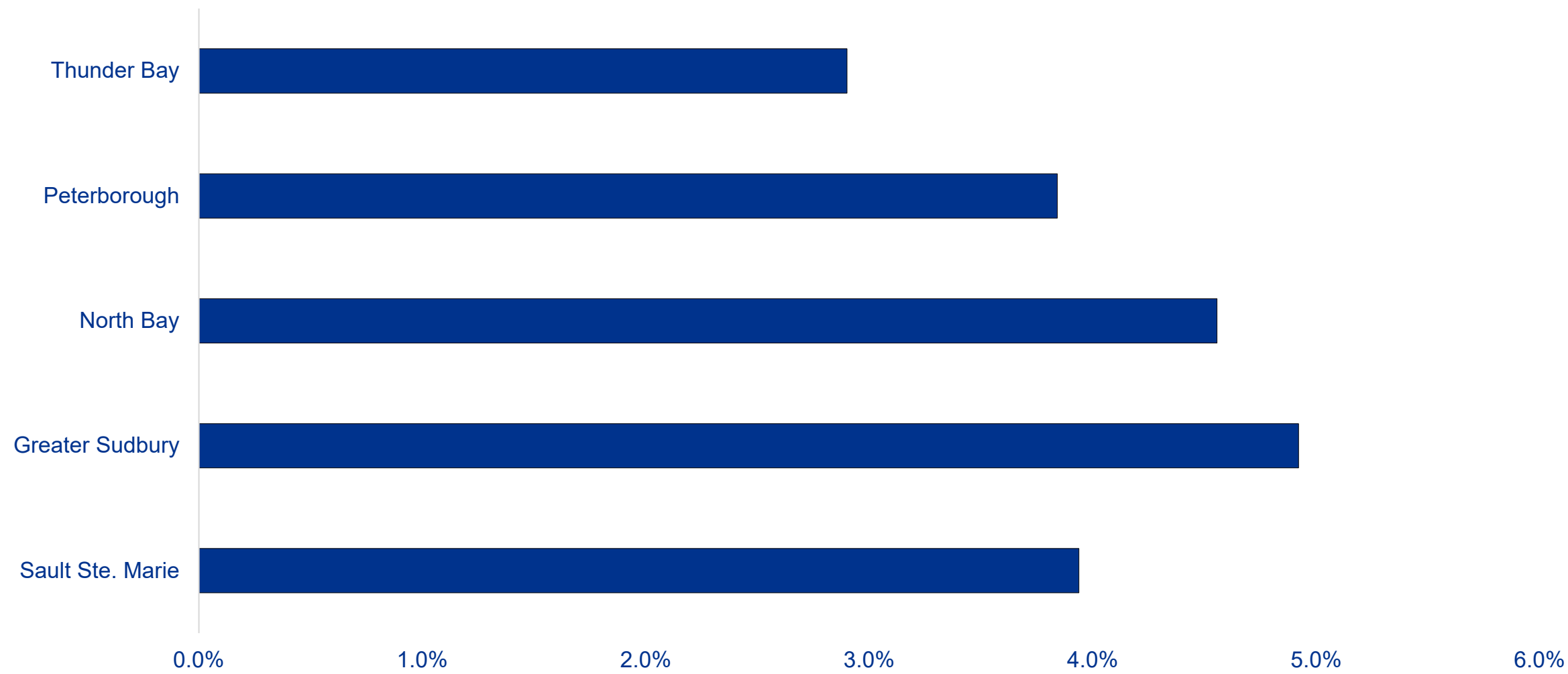
04 Average Residential Taxes per Household



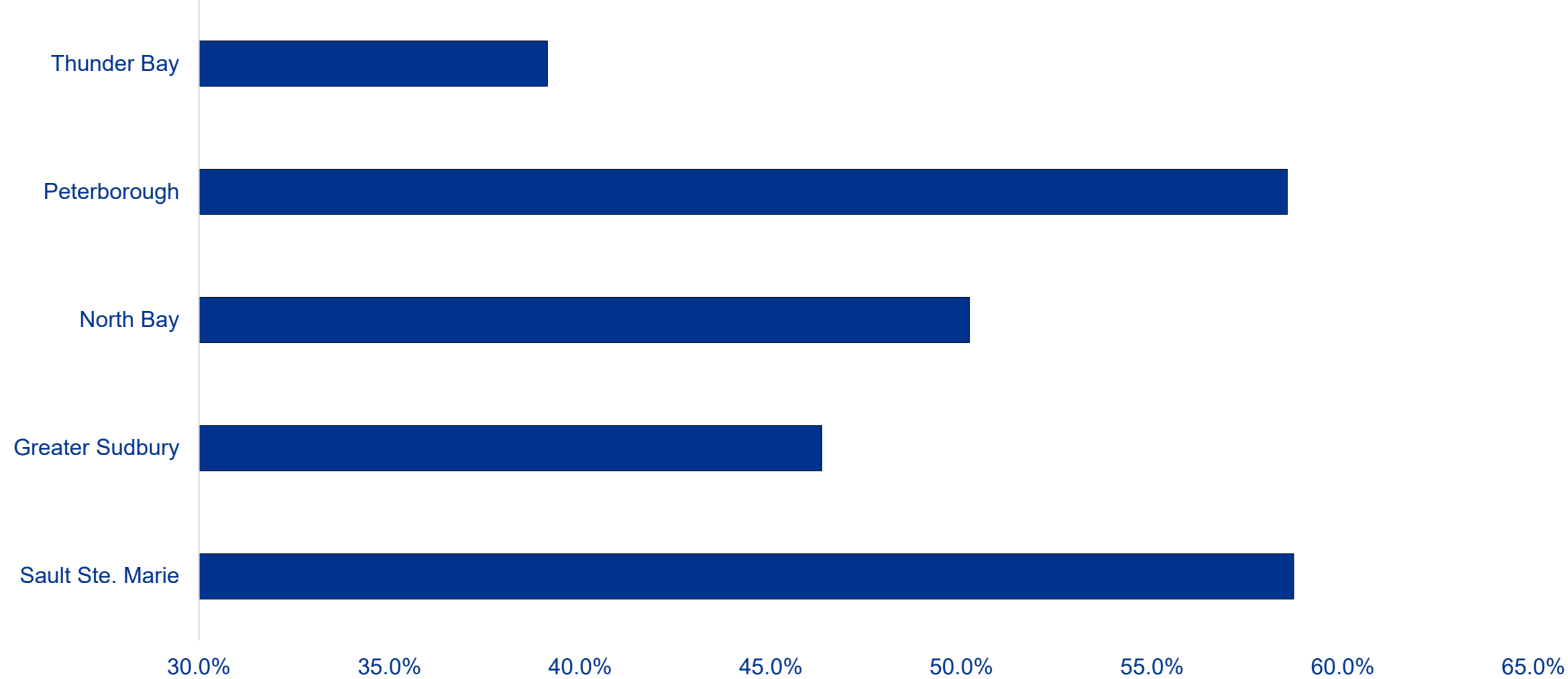
04 Residential Taxes as a Percentage of Household Income (2023 Fiscal Year)



04 Average Annual Increase in Tax Levy (2018 to 2023)



04 Net Book Value of Capital Assets as a Percentage of Historical Cost (2023 Fiscal Year)





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Document Classification: KPMG Public

June 23, 2025



Agenda

01 Project Background
and Existing Parking
Supply

02 Parking Utilization

03 Parking Demand,
Supply, and Surplus

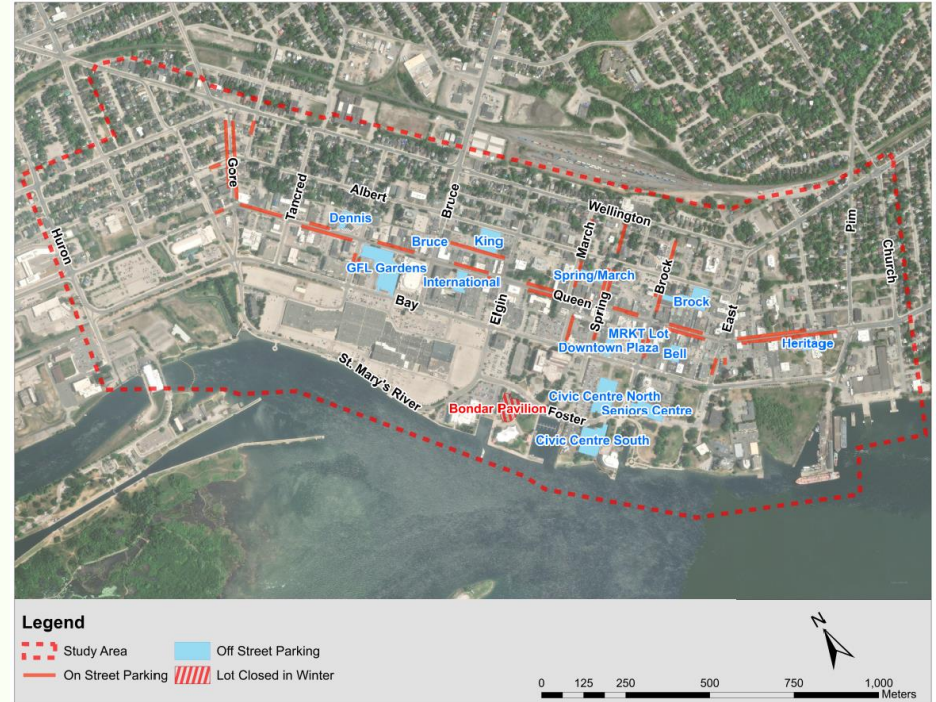
04 Recommendations -
Updates to the Existing
Zoning By-Law

05 Recommendations -
Modifications to the
Current Parking Supply
and Parking Fees



Project Background

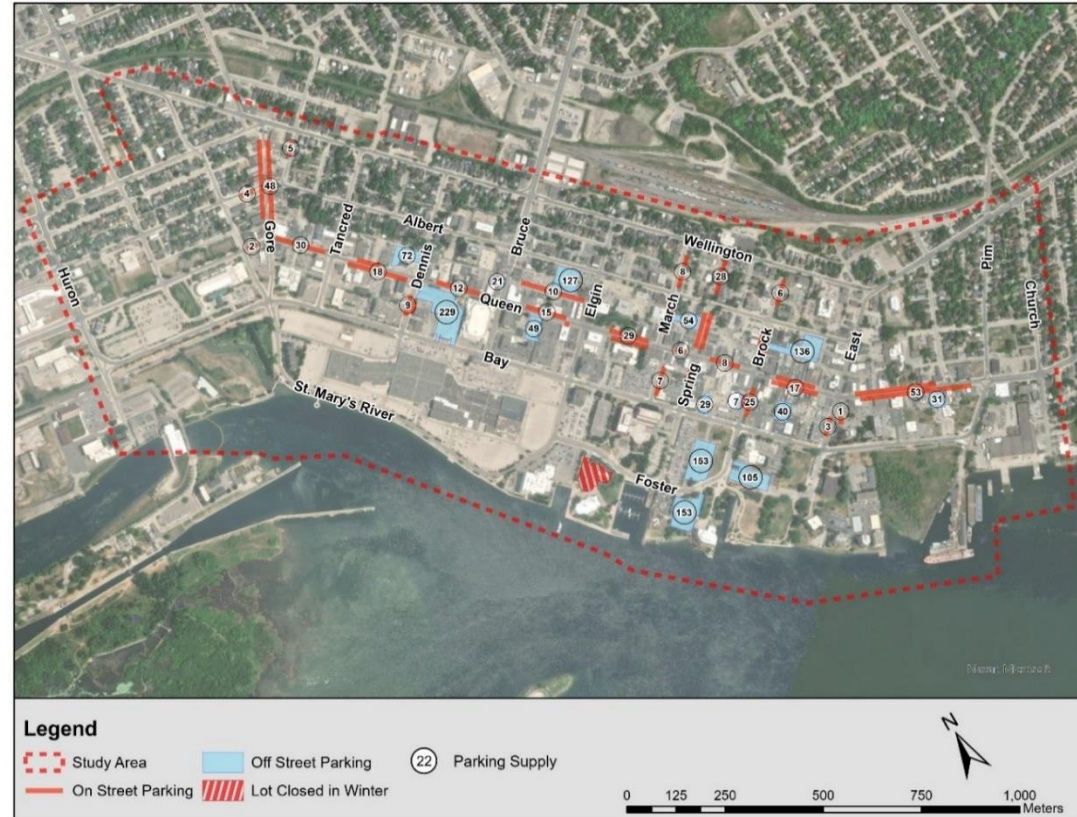
- Study objective was to review the **Off-Street Parking Requirements** and **On-Street/Public Parking Lots** in the **Downtown** and consider potential updates to the parking policies and procedures
- Study area bounded by **Wellington Street East** to the north, **St. Mary's River** to the south, **Church Street** to the east, and **Huron Street** to the west





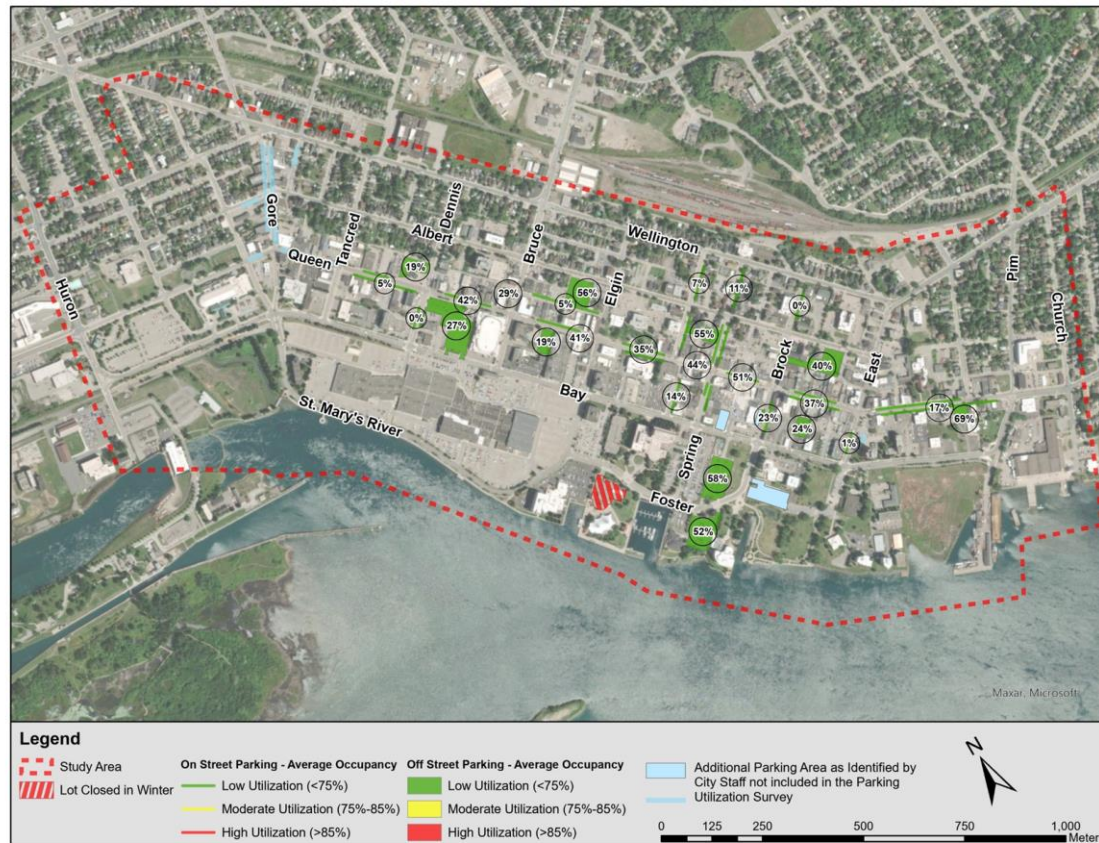
Existing Parking Supply

- 14 off-street parking lots – 1,206 parking spaces
- GFL Memorial Gardens has highest parking supply – 229 spaces
- 346 On-Street Parking Spaces along: Queen Street, Dennis Street, King Street, March Street, Brock Street, East Street, Spring Street, Gore Street, Gouin Street and Blucher Street
- Total Parking Supply in the Downtown Area: 1,654



Parking Utilization

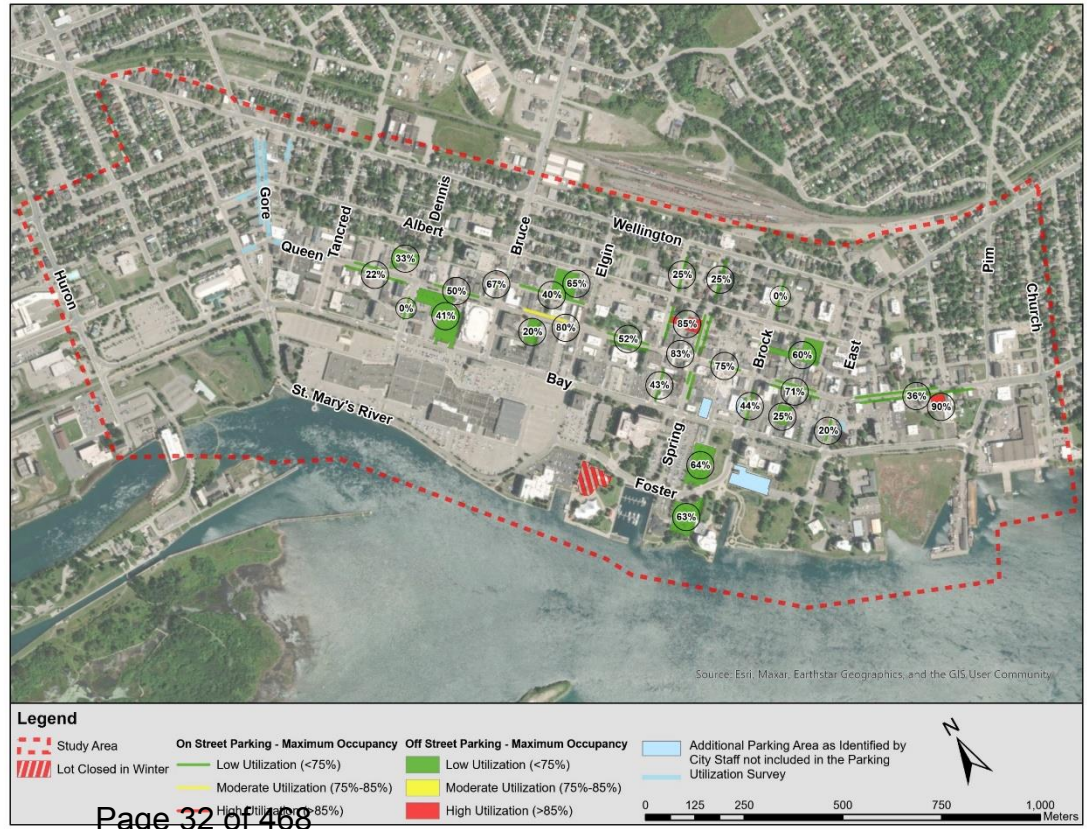
- Parking Utilization Surveys were conducted on a weekday between January 30th and February 15th, 2023
- Following thresholds were used to categorize the occupancy:
 - High Utilization: >85%;
 - Moderate Utilization (75%-85%); and
 - Low Utilization (<75%)
- All the off-street parking lots had an **average occupancy of less than 70%**, with an average parking duration ranging between **1.5 to 6 hours**
- All the on-street parking areas had an average occupancy less than 55%





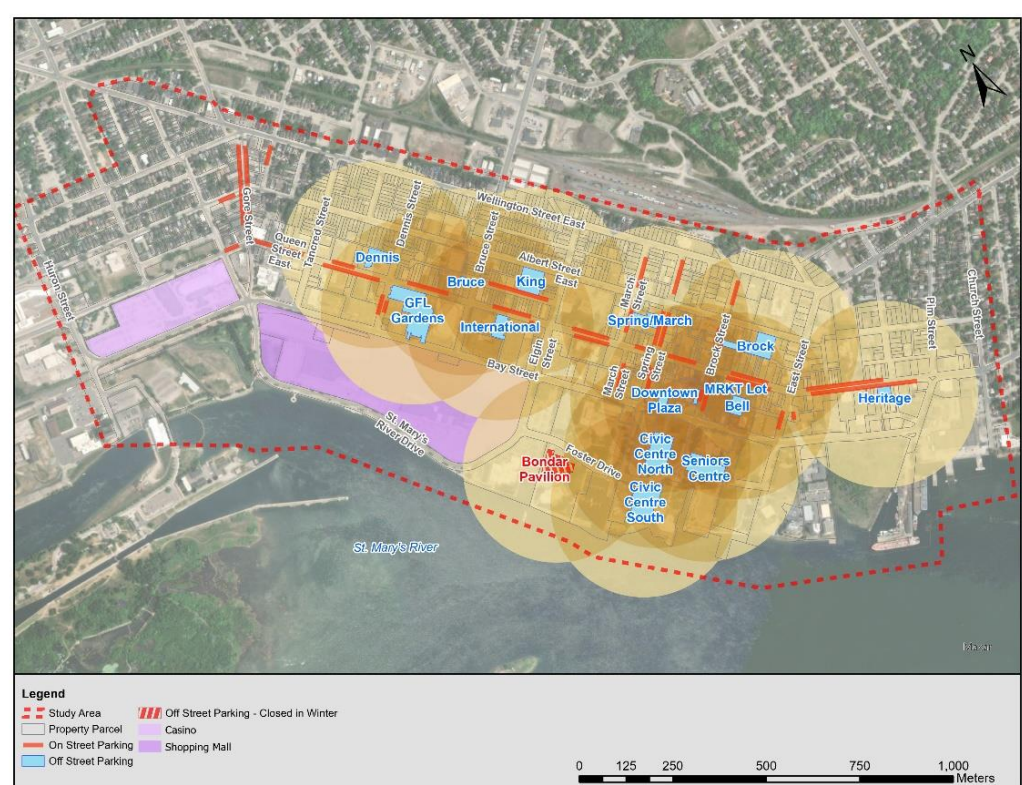
Parking Utilization

- Maximum occupancy for all off-street parking lots was **less than 80%**, except for Spring/March (84%) and Heritage (88%) parking lot
- 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%)
- Overall, the existing parking supply within the study area is deemed adequate



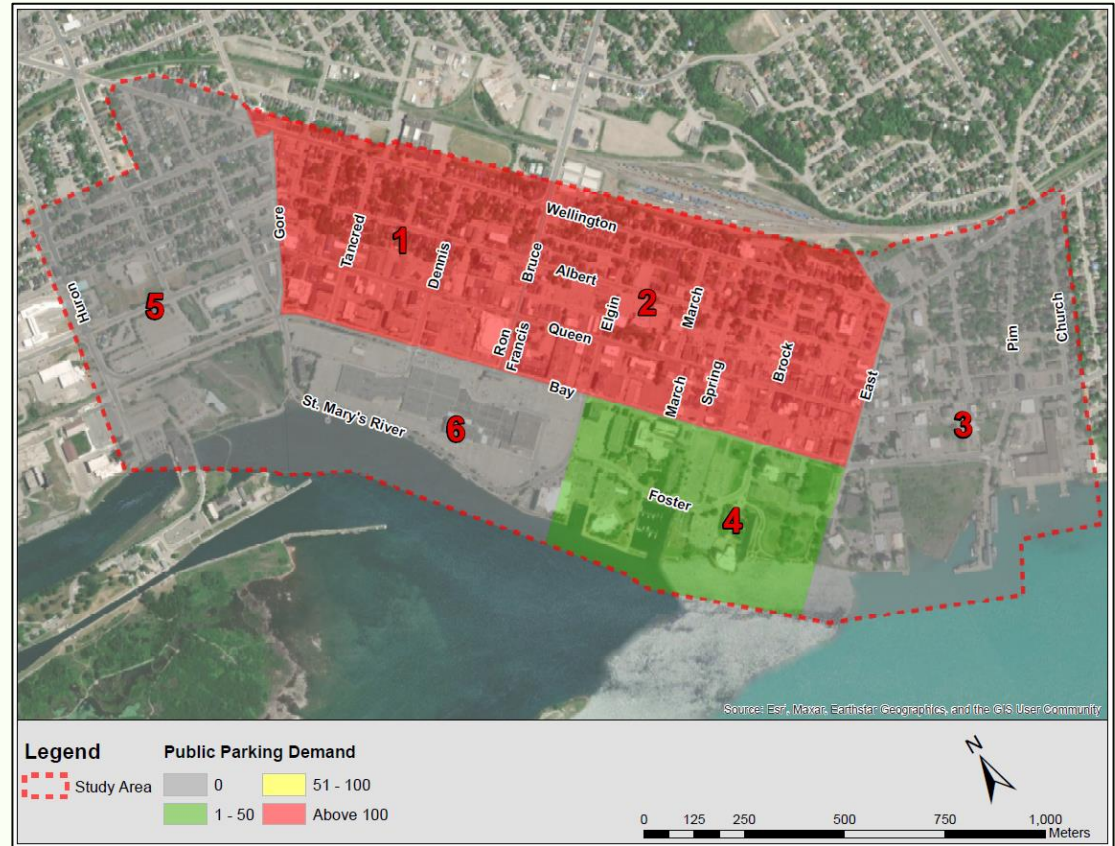
Parking Catchment Area

- Existing parking supply catchment area covers majority of the downtown area.
- The north-west and south-west corners that are not covered are primarily residential land-use
- Casino and the Shopping Mall provide significant private parking supply



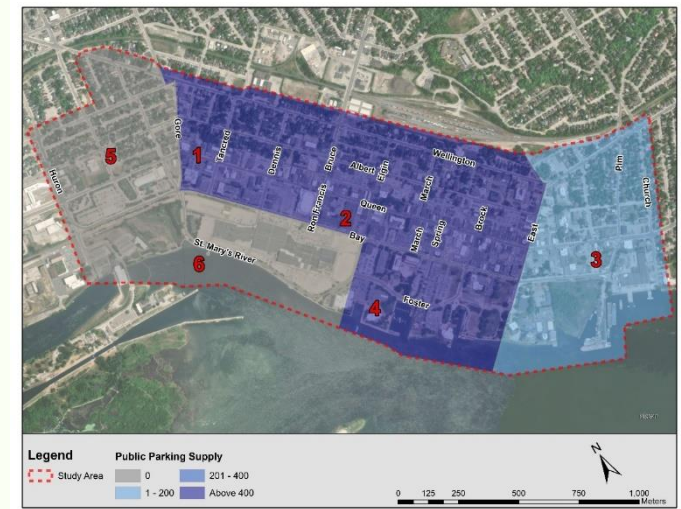
Parking Demand

- Parking Demand estimated using industry-standard ITE Parking Generation Manual, based on land and building-use
- Existing Parking Demand: **6,346 spaces** - excluding the Casino and Shopping Mall
- Zone 5, and 6 include the Casino and Shopping Mall, respectively



Parking Supply and Surplus

- 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 2 and 4
- There is public parking surplus of 1139 parking spaces





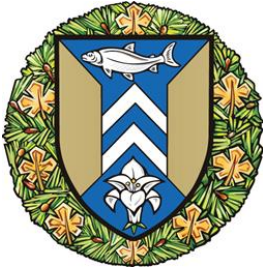
Recommendations – Updates to the Existing Zoning By-Law

- **Minimum Parking Requirements** - City consider introducing 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
- **Maximum Parking Requirements** - City consider introducing Maximum Parking Requirements in conjunction with no minimum parking requirements
- No adjustments to the City's current **Minimum Barrier Free Parking Requirements**
- No **EV parking requirements** are recommended in the short-term.
 - In the long term, the City may consider that the Federal Government has introduced regulations that would require 100% of the new vehicles sold in Canada be zero emissions
- **Bicycle Parking Requirements** - City consider introducing bicycle parking requirements, in areas where there is existing and/or proposed active transportation infrastructure that will support bicycle use
- City should consider the demand (i.e., registration, sales) in conjunction with the infrastructure before implementing **micro-mobility parking requirements** in the future



Recommendations – Current Parking Supply and Fees Modifications

- **Parking Supply and Demand Analysis results** presented 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 – especially in Zone 2
 - For example, a primary candidate for this potential reutilization is the Parking Lot located in Queen Street (between Bruce Street and Elgin Street) since the Average Parking Occupancy is 16% - almost 4 times less than the occupancy of the nearest parking lot on Albert Street
- **Parking occupancy results do not support the need for changes on the current parking fees framework.**
- However, it can be recommended to modify the current parking data collection technology to support a parking rate differentiation between the different zones
 - The City currently utilizes the Passport Inc to manage parking payment solutions within the downtown area.
 - 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



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Playground Equipment for Wilcox Park

Purpose

The purpose of this report is to obtain Council approval to award the supply and installation of Playground Equipment for Wilcox Park 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 3 pm on May 28, 2025.

Analysis

Proposals from three 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. It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process is Park N Water Ltd.

Financial Implications

The total purchase price for the supply and installation of the equipment including surfacing requirements, from Park N Water Ltd. is \$160,231, including non-rebatable HST.

During the 2025 Budget Deliberations, Council approved the allocation of \$180,000 for Parks Equipment.

This request can be accommodated within the approved funding allocation.

Playground Equipment for Wilcox Park

June 23, 2025

Page 2.

Strategic Plan / Policy Impact / Climate Impact

This project aligns with the Corporate Strategic Plan in the Quality-of-Life focus area – investing in recreational infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated June 23, 2025 concerning the supply and installation of Playground Equipment for Wilcox Park be received, and that the proposal submitted by Park N Water Ltd. at the price of \$157,459.25 plus HST be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

Subject: FW: MYAC Comment for Agenda Item 7.1 New Playground Equipment at Wilcox Park

Dear Mayor Shoemaker and Members of Council,

As a member of MYAC, I would like to offer a youth perspective on Item 7.1 regarding the installation of new playground equipment at Wilcox Park.

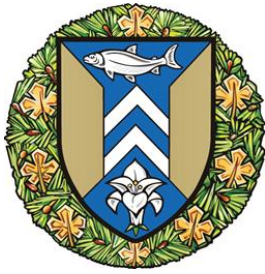
I think it's great to see investment in parks and playgrounds for younger children, but I was also wondering if you are considering adding equipment for older youth and teenagers as well. For example, simple soccer nets could be put in the open field, or basketball hoops could be installed in the already paved and fenced area.

In today's world, most older kids and teenagers spend most of their time inside on their phones and social media. Having more recreational options like these gives them a way to be active outside and away from screens while also being around kids their age, making sure that parks can be enjoyed by youth of all ages.

Thank you for considering this perspective.

Sincerely,

Vincent Mannarino



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Maione, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Beverage Agreement Extension – PepsiCo Beverages
Canada

Purpose

The purpose of this report is to provide information on exercising the option to extend the current agreement with PepsiCo Beverages Canada for a term of two (2) years.

Background

The original beverage sales agreement to provide exclusive beverage rights (including fountain products and packaged products) available for sale and distribution within the City's outlets was approved at a Council meeting dated June 13, 2022 and Council further passed By-law 2022-133 on July 11, 2022.

Analysis

The City is prepared to renew under the same terms and conditions until July 31, 2027, exercising the agreement's extension option.

Financial Implications

The City will receive an exclusive beverage rights fee of \$12,000 annually, and Marketing Support Funds of \$3,000 annually.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan 2024-2027 in a number of ways:

- Within the Service Delivery focus area, it will continue to assist in delivering excellent customer service to the community as well as support community partnerships to enhance service delivery options.
- Within the Infrastructure focus area, it will continue to support the environment as environmental considerations including recycled content packaging are within the vendor's strategy.

Recommendation

It is therefore recommended that Council take the following action:

Beverage Agreement Extension – PepsiCo Beverages Canada

June 23, 2025

Page 2.

The relevant By-Law 2025-108 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

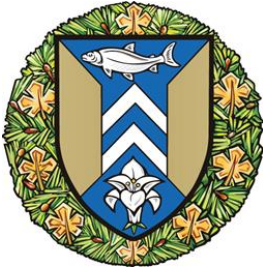
Nicole Maione

Director of Community

Services

705.759.5264

n.maione@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Maione Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Vending Agreement Extension – Meyers Munchies

Purpose

The purpose of this report is to provide information on exercising the option to extend the current agreement with Meyers Munchies for a term of two (2) years.

Background

The agreement with Meyers Munchies was prepared as result of the agreement with PepsiCo Beverages that referenced Vending Commissions as per of Exhibit C of that agreement. The original beverage sales agreement with PepsiCo Beverages approved at a Council meeting dated June 13, 2022 and Council further passed By-law 2022-133 on July 11, 2022.

The City then entered into an agreement directly with the vending provider for a three (3) year term, with the option for a renewal term of two (2) years, and this agreement was approved at a Council meeting dated August 8, 2022, By-law 2022-149.

Analysis

The City is prepared to renew under the same terms and conditions until July 31, 2027, exercising the agreement's extension option.

Financial Implications

The City will receive an annual payment for vending machine rights of \$9,000.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan 2024-2027 in a number of ways:

- Within the Service Delivery focus area, it will continue to assist in delivering excellent customer service to the community as well as support community partnerships to enhance service delivery options.

Recommendation

It is therefore recommended that Council take the following action:

Vending Agreement Extension – Meyers Munchies

June 23, 2025

Page 2.

The relevant By-Law 2025-107 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

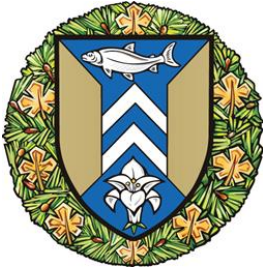
Nicole Maione

Director of Community

Services

705.759.5264

n.maione@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: 2025 Arts and Culture Assistance Grants – Late Intake

Purpose

The purpose of this report is to provide recommendations to Council from the Cultural Vitality Committee for distribution of 2025 Arts and Culture Assistance Program grants for the late intake period.

Background

The Cultural Vitality Committee (CVC), on behalf of City Council, evaluates the applications utilizing the criteria outlined in the City's Arts and Culture Assistance Program guidelines and recommends the distribution of grant funds.

The Arts and Culture Assistance Program (ACAP) criteria was approved in 2021. The second intake opened in February and closed on March 28, 2025. The new guidelines provide funding support in line with the priorities identified in the Community Culture Plan 2019–2024 to foster the growth and development of the local arts and culture sector.

Analysis

Thirty-three eligible applications were submitted in the second intake period for funding in 2025, with requests totalling \$268,226. A summary of applications is attached. The total funding available annually for ACAP is \$170,000, which is divided equally between the two intake periods. The ACAP program identifies four types of grants: project, operational, festival/event, and cultural diversity or combination.

CVC members scored each of the applications out of 15 using one of the two evaluation rubrics; each has three assessment criteria:

Incorporated Non–profits:

1. Organizational and Financial Health
2. Artistic and/or Cultural Merit
3. Community Impact:

Unincorporated Collective/individual:

1. Artistic and/or Cultural Merit
2. Community Impact
3. Viability or Project/Activity

The Cultural Vitality Committee met to review and assess the applications on three occasions: May 14, May 20, and May 29, 2025. The following resolutions were passed at the meeting of May 20, 2025:

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2025 Arts and Culture Assistance Program – Late Intake as follows:

- Centre Francophone – \$5,000
- SSM Chamber of Commerce – \$6,000
- Sault Community Theatre Centre – \$5,900
- Algoma Arts Festival Association – \$7,000
- Over the Rainbow – \$6,000
- Friends of Ermatinger Clergue National Historic Site – \$6,000
- Living History Algoma – \$5,825
- Sault Film Festival – \$5,000
- Sault Malayalee Association – \$5,900

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2025 Arts and Culture Assistance Program – Late Intake as follows:

- The Klub – \$6,000

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2025 Arts and Culture Assistance Program – Late Intake as follows:

- Annie King – \$2,090
- Christopher Shoust – \$2,300
- Goldie Barzan – \$2,265
- Grocer 4 Good – \$2,090
- Isa Michaud – \$2,375
- John Paul Chalykoff – \$1,980
- Josh Norling – \$2,300
- Matt Warnock – \$2,430
- Michael Burtch – \$1,185
- Skye Smith - \$2,360

The following resolution was passed at the meeting of May 29, 2025:

Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2025 Arts and Culture Assistance Program – Late Intake as follows:

- Musical Comedy Guild – \$5,000

Financial Implications

A total of \$170,000 is included in the City's operating budget for financial assistance as per the City's cultural policy on providing arms-length funding of culture. There is \$85,000 remaining to distribute during this intake period.

Strategic Plan / Policy Impact / Climate Impact

Corporate Strategic Plan Focus Area: Quality of Life – Arts and Culture – Support and grow the creative economy and celebrate arts and culture.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated June 23, 2025 concerning 2025 Arts and Culture Assistance Program Grants – Late Intake allocation of funds be approved as follows:

1. Centre Francophone – \$5,000
2. SSM Chamber of Commerce – \$6,000
3. Sault Community Theatre Centre – \$5,900
4. Algoma Arts Festival Association – \$7,000
5. Over the Rainbow – \$6,000
6. Friends of Ermatinger Clergue National Historic Site – \$6,000
7. Living History Algoma – \$5,825
8. Sault Film Festival – \$5,000
9. Sault Malayalee Association – \$5,900
10. The Klub – \$6,000
11. Annie King – \$2,090
12. Christopher Shoust – \$2,300
13. Goldie Barzan – \$2,265
14. Grocer 4 Good – \$2,090
15. Isa Michaud – \$2,375
16. John Paul Chalykoff – \$1,980

2025 Arts and Culture Assistance Grants – Late Intake

June 23, 2025

Page 4.

- 17. Josh Norling – \$2,300
- 18. Matt Warnock – \$2,430
- 19. Michael Burtch – \$1,185
- 20. Skye Smith – \$2,360
- 21. Musical Comedy Guild – \$5,000

Respectfully submitted,

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

ACAP Late/Second Intake 2025 Application Synopses – Successful Applicants

1. **Applicant Name:** Centre Francophone de Sault-Ste.-Marie
Project Name: Festival des Franco-Ontariens/Franco-Ontarian Festival
Amount Granted: \$5,000
Grant Stream: Community Events Grant
Project Details: On September 25th, Franco-Ontario Day, we will invite all local French and French immersion schools in Sault Ste. Marie to participate in a flag raising at the Civic Centre. If funds and opportunity allows we would like to have some activities planned for the kids at Clergue park afterwards. This event is important to instill pride in the culture and show that they are an important part of the community.

On September 28th they will be hosting a celebration of Franco-Ontarian day which will include dinner and a show. This event is an important opportunity to celebrate the Franco-Ontarian culture and provides an opportunity to share and connect cultural values with the community at large. It is also an opportunity to share with newcomers to the Sault.

2. **Applicant Name:** The Klub Community Centre
Project Name: We Matter: Embracing Joy – The KLUB's Pride Festival 2025
Amount Granted: \$6,000
Grant Stream: Cultural Diversity Grant
Project Details: The "We Matter: Embracing Joy" Pride Festival, hosted by The KLUB, will be a dynamic celebration of 2SLGBTQIA+ strength, resilience, and joy, held at the fully accessible Downtown Plaza in Sault Ste. Marie. This event will be the first local Pride festival to incorporate accessibility features such as ASL interpretation, sensory-friendly spaces, adaptive equipment, and accessible seating, ensuring inclusivity for everyone.

The festival's primary goal is to celebrate 2SLGBTQIA+ identities through a variety of performances and cultural activities, including live music, drag performances, spoken word, and youth-led story time. Young people will play a key role in leading and shaping the event, contributing to the festival's focus on empowerment and resilience.

In addition to performances, the festival will feature an art tent, where participants can engage in creative expression, as well as a diverse range of activities such as an obstacle course, a water feature, a jungle gym, games, and hair braiding stations. Vendors and service providers will offer a variety of goods, services, and information to attendees. There will also be food vendors and a photo booth, creating opportunities for fun and connection.

The festival will focus on community engagement and allyship, fostering an inclusive environment where everyone can participate, celebrate, and learn. With its first-ever inclusion of accessibility features, gender-inclusive washrooms, and cultural representation, the festival will be a significant step toward creating an accessible, welcoming space for all members of the community.

3. **Applicant Name:** Sault Ste. Marie Chamber of Commerce
Project Name: 17 North: Northern Ontario Music Conference & Showcase Series
Amount Granted: \$6,000
Grant Stream: Large Project Grant Stream
Project Details: Year 1 – ThinkTank Conference (September 2025)

The entertainment industry in Northern Ontario faces a significant challenge: a shortage of qualified crew and staff for events, concerts, and productions. Industry professionals at all levels report ongoing difficulties in finding skilled workers, while artists and their teams often lack the necessary knowledge to navigate the business side of their careers.

The ThinkTank Conference will serve as a critical first step in addressing these gaps. By bringing together key industry leaders, we will identify the most pressing workforce challenges and explore practical solutions to strengthen the regional talent pipeline. This event will provide valuable data and insights that will directly inform the development of training programs and resources in Year 2.

Key Objectives for Year 1 include: assessing workforce gaps, industry collaboration, development of data-driven strategy.

4. **Applicant Name:** Sault Community Theatre Centre
Project Name: The Sault Community Theatre Centre's 35th Anniversary Celebration
Amount Granted: \$5,900
Grant Stream: Large Project Grant
Project Details: The Sault Community Theatre Centre has reached its 35th Anniversary operating in Sault Ste. Marie, Ontario. We will invite all members of the community to come to this celebration occurring on September 27th 2025 at 7 PM to 10 PM to participate in the commemoration of Theatre.

The celebration will feature many organizations and groups within Sault Ste. Marie and surrounding areas, such as the City of Sault Ste. Marie, ADSB, Dance Studios, Theatre Groups, Performers, Artists, and the business community, who have historically utilized the theatre for their own cultural and arts celebrations over the past 35 years. We wish to acknowledge and share their accomplishments along with our own on the anniversary celebration. We will collaborate with the Art Council of Algoma, the Sault Ste. Marie Chamber of Commerce, the Culture Centre (Anishnaabe).

The goals of this event are as follows:

Acknowledge the growth of the SCTC and its importance in our community by displaying historical documentation (Museum and Heritage Artifacts) throughout the 35 years. This includes a plan to present a series of editorials through social media, our website and other media. During the event there will be a display of various visual displays (posters, Gallery wall, Souvenir Program, outreach materials), a film/video celebrating all aspects of the theatre and theatre community (individuals involved- past and present, footage of previous events, costumes, and news stories through the years), and highlight our 35th years of performing arts and services.

5. **Applicant Name:** Algoma Arts Festival Association

Project Name: Algoma Fall Festival 2025

Amount Granted: \$7,000

Grant Stream: Operating

Project Details: The Algoma Fall Festival (AFF) will celebrate its 53rd season in October 2025, offering a vibrant and eclectic lineup of live music, visual art, cultural exhibitions, and national presentations. This annual event, set against the backdrop of autumn's rich colors, will bring a diverse cultural experience to the Algoma region.

Securing ACAP funding will help overcome a significant challenge: providing the necessary resources to secure and promote top-tier entertainment well in advance, enabling new partnerships and collaborative tourism initiatives that were not previously possible.

With ACAP support, we can ensure that the 2025 Festival features comprehensive marketing, publicity, and world-class programming, all underpinned by a strong sales and sponsorship strategy. This will make it possible for this key Northern Ontario event to be a success.

The 2025 Festival will present approximately 8 ticketed events and 4 free events, including musical performances, artistic displays, and the return of a beloved speaker series, bringing authors and poets to the Algoma region. These events will be held throughout October 2025 at various venues across the city.

The AFF Association will also continue its commitment to delivering the Festival of Learning, an extensive regional arts outreach and educational program. In partnership with both the public and separate school boards, this initiative engages approximately 5,000 students annually through workshops, performances, and other learning and development opportunities. Supported in part by the ADSB and HSCDSB, this program has a positive impact on students across the entire Algoma region.

6. **Applicant Name:** Over the Rainbow Children's Entertainment

Project Name: Over the Rainbow 2026

Amount Granted: \$6,000

Grant Stream: Operating

Project Details: Over the Rainbow Children's Entertainment works throughout the year planning what productions we will bring to Sault Ste. Marie. We start with a wish list chosen by each of the Northern Presenter communities. Then Zoom meeting discussions shortens the list. Ontario Presents negotiates on our behalf with the artists for dates to do the presentations and fees required by the artists. As a group we all get the same discounts. Ontario Presents also provides us with training and opportunities to travel to different Children's Festivals to help with the selection process. Two members of our committee have been chosen to travel this year. Tasia Gordon is going to Thunder Bay for training in promotion of the series and succession planning, and Sarah Butler is travelling to Vancouver to attend a International Children's Festival to assist the Northern Youth Presenters group with selecting performances.

Our choices for 2025/26 season include: Silly Billy, The Greatest Robot Ever, Somebody Loves You Mr. Hatch, Lotus Wight, and Chris McKhool is one of Canada's hottest musicians for young people.

7. **Applicant Name:** Friends of Ermatinger Clergue NHS

Project Name: Fall Rendezvous 2025

Amount Granted: \$6,000

Grant Stream: Operating + Major Cultural Celebrations

Project Details: The Fall Rendezvous festival is a 4-day festival being held from September 24 to 27, 2025, with no admission fee. The festival relates to significant historical milestones and the people involved, while connecting people, sharing knowledge and creating experiences through celebration.

It is planned for 30 to 40 heritage performers, artists, and artisans (including Indigenous storytellers and artisans) to gather to engage visitors (local & tourists) in face to face activities, demonstrations, and performances, depicting the historical people, places, and life of early 1800's Sault Ste. Marie.

2025 plans are proposing to include an enhancement of the program which will include the addition of a Scottish Highland flair (as the history of the fur trade included Scottish partners with the Ermatinger's). Pipe bands, highland dancers, and theatrical performances are all in the proposed program content and could include another 100 heritage arts performers.

8. **Applicant Name:** Living History Algoma

Project Name: Moments in Algoma 2025

Amount Granted: \$5,825

Grant Stream: Large Project + Operating Grant

Project Details: Living History Algoma is the non-profit organization that has under its umbrella - Oral Histories Sault Ste. Marie. Annual projects involve the collection of interviews with subjects that have roots in Sault Ste. Marie. Oral histories rely on volunteers to coordinate and conduct the interviews, however, the videography and slating for website inclusion takes expertise and time, along with the coordination and packaging of the final package. These honourariums are one of the main expenses in our Project budget for 2025.

Our second focus for 2025 is to begin another Moments in Algoma PSA documentary movie. With the release of LeBreton Ross and soon to be completed Anna McCrea, we are including a 3rd documentary as part of the Project costs for 2025. Costs associated with all of the partnering arts (script, casting, filming, editing, directing, costuming) are all part of the project total.

LHA has provided evidence of having organizational & financial health to carry out these goals. Preserving heritage through the oral histories or through the documentary films are vital and relevant to the cultural merit of Sault Ste. Marie. Our unique contribution to our heritage preservation and our ability to follow through on our service projects have allowed LHA to maintain its mandate.

9. **Applicant Name:** Musical Comedy Guild

Project Name: Musical Comedy Guild 2025/6 Season

Grant Stream: Operating

Amount Granted: \$5,000

Project Details: The Musical Comedy Guild of Sault Ste. Marie found its new home in the Fall of 2023.

Assistance from the City would provide a stable year during which time we can rebuild our financial situation with ticket sales from two successful, large scale musical productions and providing excellent musical theatre entertainment for the good citizens of Sault Ste. Marie and area. We would like to use this potential support to enable us to focus our financial resources on the quality and scale of our productions this season while not having to worry about operating costs such as rent, utilities and insurance. With the exception of royalty payments, all costs associated with the production of theatre performances is kept locally.

10. **Applicant Name:** Sault Film Festival

Project Name: Sault Film Festival 2025-2026 Year

Amount Granted: \$5,000

Grant Stream: Operating + Community Events

Project Details: Summer Screenings is 3 nights in August, family event held at Bellevue Park, last year we took over for Shadows of the Mind. We had a great turn out and this year have added a 3rd screening. We will be asking residents via poll which movies they would like to see this summer.

Film Festival - this is our annual film festival where we celebrate Sault filmmakers, Northern Ontario filmmakers and this year international filmmakers. We will be hosting the festival at the Sault Museum this year. We invite high schools, Sault College students and the general public to attend this 3-day festival. This year will mark our 6th festival. We will be hiring a mixture of young professionals and seeking volunteers.

Workshops - offer film and television entry level 1-3 days courses for locals interested in employment in the film industry with industry professionals. We will be hiring Sault graduates to help record the sessions.

11. Applicant Name: Sault Malayalee Association

Project Name: Aaravam 2025 - Onam Festival Celebration

Amount Granted: \$5,900

Grant Stream: Small Project + Community Events Grant

Project Details: Aaravam 2025 is set to be a grand, one-day celebration of Onam, the most significant and vibrant festival of Kerala, at the Marconi Cultural Hall in Sault Ste. Marie. This cultural festival will bring together the Malayalee community and friends of all backgrounds to celebrate the rich heritage and traditions of Kerala through various cultural expressions and activities. The event will be a blend of traditional performances, festive games, delicious Kerala cuisine, and an overarching theme of gathering and friendship.

The Onam festival is a time of unity, joy, and festivity, and Aaravam 2025 will reflect these values. The festival will feature a variety of dance performances, including the traditional Kathakali, Mohiniyattam, and Thiruvathira, as well as folk music and instrumental performances that represent Kerala's artistic diversity. It will also showcase traditional Onam games, such as Vadamvali (Tug-of-War), Uriyadi (Pot-breaking), and Kulukalli (balloon bursting).

Additionally, the event will provide an authentic taste of Kerala through traditional Onam Sadhya (feast), offering a rich variety of Kerala's classic dishes served on banana leaves. The food will be an integral part of the festival, offering a glimpse into the state's culinary culture.

The festival is more than just a cultural event; it aims to foster community bonding, create friendship among participants, and encourage the preservation of cultural heritage. With such an event, we aim to integrate newcomers into the community and create lasting memories of shared cultural experiences.

12. Applicant Name: Annie King

Project Name: Exhibition assistance for Fragile Beauty

Amount Granted: \$2,090

Grant Stream: Small Project

Project Details: Annie is requesting funds to create and prepare my work to present in Fragile Beauty (Trio art exhibition).

As independent artists, the three of us have, over the years and decades produced solid bodies of work, each in a distinctive style and in a variety of media. We have, in our individual practices, overlapping motifs and concerns, centered on the natural world and in particular, the threats imposed on our environment by climate change. Our exhibition includes sculpture and painting, multimedia works, ceramics and a natural specimen collection. We have taken as a starting point work that we have independently created but that revolves around butterflies, moths and small birds. Eschewing the trap of facile prettiness that each subject engenders in popular culture, we have instead investigated, among many other things, the existential threat that faces, in a microcosm, our chosen subjects, but in a macrocosm, all humanity and the planet itself.

There is also in our work a thread of celebration of the wonder of nature, the instinctive drive that informs the behaviour of all life at a deeply unconscious level; the metamorphosis and cycle of migrations of the monarch butterfly, the attraction of the moth to light, the collective murmuration patterns of the starling and the dazzling colour patterns and luminescence of butterflies, moths and birds.

Michael Burtch's art combines the human form with butterfly wings, suggesting the interrelationship and interdependence of all living creatures. The sculptures are in high relief and are wall mounted. Annie King explores life, death and rebirth through both her sculpted collages and crystal-clear starlings, each individually cast and hung from above, to gently sway in air currents.

Gordon Burke's ceramics celebrate the natural beauty of the butterfly and his butterfly collection represents specimens from around the globe makes it unique.

13. Applicant Name: Christopher Shoust

Project Name: A Splash of Colour (working title)

Amount Granted: \$2,300

Grant Stream: Small Project Grant

Project Details: This project will be a short film, between 10 and 25 minutes, depending on the amount of funding acquired. The storyline can be adapted to meet and not exceed the expenses of the crew and work needed for it.

The entire crew represent traditionally underrepresented groups within the arts and especially film, with the star role being a local, indigenous musician.

The storyline of the film is that a character arrives from another place and brings colour to a black and white place. Through film editing, the film will be shot in black and white but this 'outsider,' will add colour to certain parts of each scene of the film

through colourization effects. Almost like a magic trick, he will introduce colour to something that is drab, depressing or without a lot of hope in each scene. This plays on many themes; diversity, cultural awareness, and uniqueness. Through a working relationship between indigenous and non-indigenous artists, this film will also provide cross-cultural exchange.

14. Applicant Name: Goldie Barzan

Project Name: Micro Galleries of the Soo

Amount Granted: \$2,265

Grant Stream: small project grant

Project Details: We propose the installation of three Micro Galleries in public spaces across the city, transforming urban environments into dynamic hubs of artistic expression. These miniature art installations, similar in size to Little Free Libraries, will invite passersby to engage with diverse, thought-provoking art. Each Micro Gallery will feature an exhibition by artists: Goldie and Aryo Barzan, Andrea Pinheiro, and Keith Nadjiwon. These artists bring unique cultural perspectives, creating an opportunity for the community to experience a wide range of artistic expressions.

The Micro Galleries will be small, freestanding structures, each housing an art installation that reflects the artist's individual style. These galleries will be placed in highly visible, accessible public spaces, ensuring that they are available to everyone. Just as Little Free Libraries provide access to books, these galleries will make art accessible in engaging ways, encouraging spontaneous interactions with creativity. It should be noted that while Little Free Libraries are openable and allow for book exchanges, our Micro Galleries will be closed boxes for viewing only.

15. Applicant Name: Grocer 4 Good

Project Name: The Courage to Create: A Workshop for New Writers

Amount Granted: \$2,090

Grant Stream: small project grant

Project Details: As an amateur writer living in Sault Ste. Marie, Eden Watson has experienced first-hand the struggle to find a writing group, a local workshop or a writer's retreat. Writing can be a lonely endeavour, not having contacts to discuss roadblocks or exchange knowledge, can hinder or stop the writing journey. The workshop aims to inspire the would-be writers to muster the courage to just get started. This workshop will enhance access to the knowledge within the community, provide aspiring writers with a network and guidance to advance their creative writing.

The goal of this workshop is to inspire our emerging literary artists in the community to cultivate conviction in their abilities as creative writers. While this will be an all ages event, there will be a particular focus on encouraging youth (16-25 years old) to take part in a creative, encouraging and community-driven event. Participants will

develop their creative courage in a collaborative and welcoming atmosphere. The workshop will include short writing exercises, a mini lesson, a dedicated block of creative writing time, and discussion of practical tips to maximize their ongoing creative practice. Writers will have the opportunity to discuss barriers to writing and connect with the other attendees in a meaningful and collaborative way.

16. Applicant Name: Isa Michaud

Project Name: Kaatr Koor | Four Hearts | Quatre coeurs

Amount Granted: \$2,375

Grant Stream: Small Project Grant

Project Details: Kaatr Koor | Four Hearts | Quatre coeurs will be a two-person media exhibition presenting 8 short films. Nadine Arpin's films are "Payhoo" (4 minutes) 2021, "cadèwaštèya ~ with a good heart" (3 minutes) 2025, and "La Daans di Morr" (2 minutes) 2023. Their fourth film will be created during the next year and will be premiered together with Isa Michaud's three short films, "Bruine" (1:36, 2023), "Espace Pleural" (2:20, 2024), and "Images Parentales" (1:46, 2023.) Similarly, Isa's fourth film will also be created next year and premiered alongside Nadine's work.

The installation will consist of three projections on the three 10' x 11' gallery wall areas at Galerie Sans Clous (GSC.) There will be a soundtrack combining the 8 films' soundtracks playing in a loop in the space via a sound system. The northern wall will feature the 4 films by Nadine Arpin, the southern wall will feature the 4 films by Isa Michaud, and on the eastern wall, both artists' films will be projected together. Their combined work explores themes of identity, memory, love, the Michif and Québécois languages. During the third week of March, Arpin will provide an art talk at the Visual Arts Program at Algoma University and a meet and greet at GSC's space in collaboration with Michaud.

17. Applicant Name: John-Paul Chalykoff

Project Name: Anishinaabemowin Album / CD Launch Performance

Amount Granted: \$1,980

Grant Stream: small project grant

Project Details:

Depending on success of application, and time of granting, I will be aiming for a late-June or mid-September 2025 launch event in Sault Ste. Marie, ON of the album that I am currently in the process of completing. This activity would be the culmination and celebration of completion of an Ontario Arts Council - Northern Arts Projects funded project, "New Songs in Anishinaabemowin," which is a soon to be completed album of new and original songs in Anishinaabemowin, recorded at The Loft in Sault Ste Marie, ON. The Loft is a significant location in Sault Ste Marie's history. It is very close to the location where the Robinson Huron and Robinson Superior treaties were signed in 1850, as well as a living memory of Francis H. Clergue's contribution

to the development of Sault Ste Marie as we know it. Recording and performing in that space feels like a mixing of past and present.

The work is meant to share Anishinaabemowin with everyone. The songs were written in a way to be fun for all ages, whether they be young children, adults, or elders. It is open for everyone, Indigenous and non-Indigenous, and overall anyone who is interested in learning and having fun with the language. Anishinaabemowin is the original language of Baawiting (the place of the rapids), the Algoma region, and beyond.

Sharing the language, and making it a fun experience for all is a goal and objective. For many, the primary exposure of language today is now through classes in elementary, secondary, and post-secondary schooling. It's important for the language to be used in as many spaces as possible. More exposure to the language, and bringing it into living, breathing spaces is a primary objective. It helps to keep a language alive, relevant, while also normalizing its use when we hear it and use it outside out classroom settings.

18. Applicant Name: Josh Norling

Project Name: Josh Norling Quartet (Debut Album)

Amount Granted: \$2,300

Grant Stream: small project grant

Project Details: In my career as a performing musician, I have worked with many other bands and artists, having participated in the creation of close to 30 albums as a supporting musician but have never released an album solely of my own music under my own name. I want to present my music to a wider audience through local and online distribution. My recording project will allow me to present a polished representation of my work and abilities, and it is my hope that having a record of my own compositions will be the start of a new portfolio of work that can assist me in acquiring even more work as a composer and a performer.

In the modern world of digital music distribution, our art is more readily available throughout the world through platforms such as Apple Music, Spotify, Youtube, and various other streaming services and social media platforms. I have a distribution deal in place already with the online company Distrokid for placement of the album onto streaming services, but physical copies of the album are also necessary to sell and this process can become expensive.

19. Applicant Name: Matt Warnock

Project Name: Second Annual Jazz Guitar Summit

Amount Granted: \$2,430

Grant Stream: Small Project

Project Details: In the close of my artist statement, I described my formative experiences in the Sault as having prepared me to succeed beyond the Sault. With

this project, I invite my website member-learners to meet my home community and all it has to offer. Participants in the first annual Jazz Guitar Summit in 2024 were blown away by the Sault's warm welcome, beautiful landscape, tourism, and small businesses.

MWG members from all over the world will gather in Sault Ste Marie for 3 days and nights of jazz guitar workshops, performances, celebration, and tourism. Hosted at the Algoma Conservatory of Music, I will lead the workshops along with Algoma University alum and jazz guitarist Jake Valois as a skilled workshop assistant. I invite Algoma University's music students (all instruments welcome) to join in the free workshops. The daytime workshops will culminate in two public events: a Friday concert at the Loft, and a Saturday concert and meet-and-greet at the Sault Ste Marie Museum.

The goals and objectives of this project are directly tied to its three primary audiences: the Sault community, Algoma University music students, and MWG Members. First, this project seeks to show Sault residents that jazz lives in the Sault. You don't have to be in Toronto or Montréal to experience high-quality, vibrant jazz.

20. Applicant Name: Michael Burtch

Project Name: Fragile Beauty

Amount Granted: \$1,185

Grant Stream: Small Project Grant

Project Details: Michael Burtch, Annie King and Gordon Burke each have a distinctive style and have produced solid bodies of work in a variety of media. In their individual practices they have overlapping motifs and concerns, centered on the natural world and in particular the threats imposed on our environment by climate change. Their exhibition includes sculpture, painting, multimedia works, ceramics and a natural specimen collection. These funds will be used to exhibit a new show and body of work that will eschew the trap of facile prettiness that each subject engenders in popular culture. They will explore the threat that faces their chosen subjects through this exhibition.

21. Applicant Name: Skye Smith

Project Name: "L"

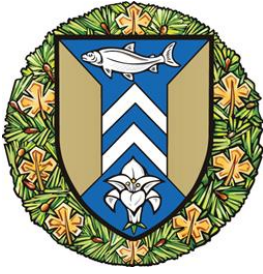
Amount Granted: \$2,360

Grant Stream: Small Project Grant

Project Details: I am proposing to remount L with a smaller cast and a Northern Ontario tour in mind. This remounted performance will produce a show that can be easily set up and taken down. With this in mind, we can perform at numerous venues across Northern Ontario at established festivals. For the original performance of L, I commissioned local artist, Chris Moore, for the set design. I will once again bring him on board to consider any changes that will need to be made with a tour in mind. Michael Burtch has agreed to mentor me on the project and be a

part of the rehearsal process. His wealth of knowledge and interest in dance theatre has given me inspiration for future projects.

My first intention with the performance of L was to celebrate a collective of women dancers who all reside in Sault Ste. Marie. From all different cultures and ages, and with transwomen representation, L demonstrated modern feminism. With recent threats and attacks to body autonomy south of the border and a resurgence in a hierarchal control over women's bodies, I'll be focusing my rewrite of L to demonstrate the disastrous effects of civilization if we continue to perpetuate the origin story and continue to look at women as "helpmeet". My take on the creation story demonstrates that we must look at this origin story with a grain of salt, and my research indicates the silencing of women in the bible perpetuates the patriarchy to continue to do so.



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: 49th Field Artillery Regiment – Canada Day Salute

Purpose

The purpose of this report is to seek Council permission to enter into a licence agreement with the 49th Field Artillery Regiment to occupy Top Sail Island for the purpose of conducting a gun salute on Canada Day.

Background

City staff received a request from the Operations Warrant Officer of the 49th (Sault Ste. Marie) Field Artillery Regiment to conduct a gun salute on Top Sail Island as part of Canada Day celebrations. To satisfy all safety criteria for this event, the gun shall be placed on Top Sail Island. The safety area and gun shall be cordoned off from public access during the gun salute.

Analysis

City staff have reviewed the request and are recommending entering into an agreement with His Majesty the King in Right of Canada, as represented by the Minister of National Defence.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-97 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

This LICENCE AGREEMENT made the 01 day of July, 2025.

BETWEEN:

The Corporation of the City of Sault Ste. Marie, 99 Foster Drive Sault Ste. Marie, ON, P6A 5X6 (the “Licensor”)

OF THE FIRST PART

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (the “Licensee”)

OF THE SECOND PART

WHEREAS the Licensor are the owners of the property and more particularly described in Section 1 herein.

AND WHEREAS the Licensee has requested permission from the Licensor to use the property for the purpose of ‘Military training’ such as dry artillery deployments.

AND WHEREAS the Licensor has agreed to permit the Licensee to use the property for the purpose of Military training.

NOW THEREFORE this Agreement witnesses that in consideration of, and subject to, the terms and conditions set out herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

DESCRIPTION OF THE PREMISES

1. The Licensor operates the property located at:
 - a. Top Sail Island, Bellevue Park IVO UTM GR 16T GS 07297 52814, in Sault Ste. Marie in the Province of Ontario(the “Premises”). See drawing attached hereto as Annex “A” and forming part of this Agreement.

LICENCE

2. The Licensor hereby grants to the Licensee a non-exclusive licence to enter the Premises designated by the Licensor in its discretion (the “**Authorized Locations**”) and to occupy and use the Authorized Locations for the purpose of conducting a Gun Salute by the 49th (Sault Ste. Marie) Field Regiment. To satisfy all safety criteria for this event, the gun shall be placed on Top Sail Island by access via Bellevue Park. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

TERM

3. The term of this Agreement shall be commencing at 0001 and ending at 2359 on the 01 July 25.

LICENCE FEE

4. The parties acknowledge the receipt and sufficiency consideration of \$2.00, taxes included, (two Canadian Dollars).

INSURANCE

5. The parties acknowledge that the Licensee is self-insured.

INDEMNIFICATION

6. Subject to the Crown Liability and Proceedings Act, Section 6 (Damages to Licencee's property and responsibility for injury), and Section 8 (Damage to the premises) the LICENSEE indemnifies and saves harmless the LICENSOR, its agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, members of his Canadian Forces, his agents or his employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the licence granted herein.

DAMAGE TO LICENSEE'S PROPERTY AND RESPONSIBILITY FOR INJURY

7. The Licensee agrees to assume full responsibility for the care of its property at all times during the term of this Agreement, and to assume all risk of loss, damage or injury (including death) to itself, its servants, agents, employees, invitees or sub-licensees.

LICENSOR'S PROPERTY

8. The Licensee agrees to take all reasonable care as would a prudent owner to safeguard the non-operational outdoor areas of the Premises being occupied by the Licensee during the term agreed to under this Licence and prevent damage thereto and to assume all risk of loss, damage or injury to himself, his agents, employees or licensees, subject to Section 6 (Damage to Licensee's property and responsibility for injury).

DAMAGE TO THE PREMISES

9. The Licensee shall not be responsible for any environmental or other property damage or loss to the Premises arising from:
 - a) circumstances, acts or conditions beyond his control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature;
 - b) normal wear and tear of the Premises
 - c) any damage to the Premises caused by the previous occupation of the Premises by other persons, organizations, or the Licensor;
 - d) any damage to the Premises arising during the period covered by this agreement, where such damage is a consequence of pre-existing damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
 - e) any damage to the Premises caused by any other persons, organizations, or by the Licensor.

NOTICE

10. Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally, by electronic mail or by its being sent by mail, postage prepared to the other party at the following address:

In the case of the Licensee:

Katharine Carruthers
Real Property Officer
Real Property Operations Detachment Trenton
8 Wing/Canadian Forces Base Trenton
PO Box 1000, Station Forces
Astra ON K0K 3W0
Telephone: (613) 920 0846
Email: Katharine.carruthers@forces.gc.ca

In the case of the Licensors:

Virginia McLeod
Manager, Recreation and Culture
The Corporation of the City of Sault Ste. Marie
99 Foster Dr
Sault Ste. Marie, ON, P6A 5X6
Telephone: (705) 759-2500
Email: v.mcleod@cityssm.on.ca

11. **AMENDMENT:** This Agreement may only be amended by a written agreement signed by both parties.
12. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, subject to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.
13. **INTENTIONS OF THE PARTIES:** The Parties expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing in this Agreement may be construed as creating a relationship of agency, partnership, or joint venture between the parties.
14. **ENTIRE AGREEMENT:** This Licence constitutes the entire agreement between the Licensors and the Licensee pertaining to the subject-matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Licensors and Licensee pertaining to such subject-matter. There are no warranties, representations or other agreements between the Licensors and Licensee in connection with the subject matter hereof, except those specifically set out herein.
15. **WAIVER:** No waiver of any of the provisions of this Licence shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
16. **SEVERABILITY:** If any provision of this Licence is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Licence or invalidate or render unenforceable such provision in any other jurisdiction.
17. **TERMINATION:** Either party may terminate this Licence upon submission of thirty (30) days prior written notice to the other party.
18. **SUCCESSORS AND ASSIGNS:** This Licence shall endure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns.

19. **EXECUTION AND DELIVERY:** This Licence may be executed in counterparts, each of which will be deemed to be an original but all of which will constitute one and the same Licence. This Licence may be executed by original or electronic signature in portable document format (.pdf).
20. **EFFECTIVE DATE:** This Licence becomes effective as of the date of the last signature.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the respective parties hereto as of the date first written above.

HIS MAJESTY THE KING IN RIGHT OF
CANADA, as represented by the Minister of
National Defence

Name:
Title:

I have the authority to bind The Corporation of the
City of Sault Ste Marie.

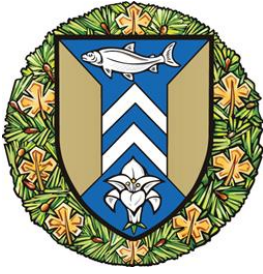
Name:
Title:

Annex “A”- Site Photos









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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Licence to Occupy Agreement – Etienne Brule Community Garden

Purpose

The purpose of this report is to request Council approval to enter into an agreement with Save Our Young Adults to manage the Étienne Brulé Community Garden.

Background

In 2015, the Canal District Community Garden opened at the Étienne Brulé site, a new Hub Trail spoke was added, and an urban orchard was planted. An agreement was developed with the Algoma District School Board (ADSB). The City took responsibility for maintaining the above community assets as well as the playground and basketball courts.

The Community Garden is located on ADSB property and consists of 22 individual 4-foot by 8-foot raised garden beds separated by pathways and surrounded by a fence.

The previous agreement was between the City of Sault Ste. Marie, ADSB, and Sault Ste. Marie Police Services (SSMPS). Save Our Young Adults (SOYA) has stepped forward to run the community garden, and a new agreement is required.

Analysis

City staff have met with Algoma District School Board (ADSB) to review the agreement. ADSB is supportive of the request with the City of Sault Ste. Marie maintaining the community garden and bringing forward the SOYA as the group to perform the task on behalf of the city.

SOYA intends to partner with Clean North, which is involved with several community garden projects and will provide expertise in community gardening. To support operating and maintaining the garden, SOYA has many volunteers and skilled community partners to assist. SOYA applied to the Environmental Sustainability Committee for funds to rebuild the 22 garden beds, which have

reached the end of their lifespan, repair the perimeter fence to protect the garden beds, and purchase tools and amenities for the garden. A report authored by the Sustainability Coordinator regarding Community Development Fund – Green Initiatives Program Applications 2025 Q1 Intake is elsewhere on the June 23, 2025 City Council agenda.

The project will provide valuable educational opportunities, teaching community members about sustainable gardening practices, healthy eating, and the importance of environmental stewardship. Many residents, particularly those who may not have had the chance to learn about gardening, will gain hands-on experience and knowledge that can be applied in their own lives. Additionally, the garden will help address food insecurity by providing access to fresh, locally grown produce and offering healthier food options to those who may not have easy access.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

Infrastructure: Environment – Seek opportunities to implement sustainable solutions.

Service Delivery: Build collaborative relationships to enhance service delivery options.

The project is expected to have a positive impact on both the local environment and community. The project promotes biodiversity, increasing local food production, and reducing carbon emissions through sustainable gardening practices.

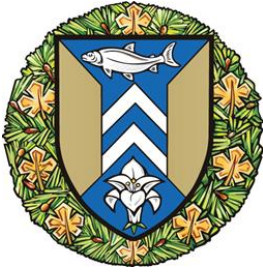
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-103 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Development Fund – Green Initiatives Program
Applications 2025 Q1 Intake

Purpose

The purpose of this report is to seek Council approval of recommendations from the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds.

Background

The purpose of the Green Initiatives Program Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality / rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation, and waste reduction.

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environmental plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted in four quarterly intakes throughout the year. Total remaining funds available for all projects under the CDF – Green Initiatives Program in 2025 is \$54,164.

Analysis

The Save Our Young Adults (SOYA) Community Garden project includes rebuilding the Étienne Brulé Community Garden in Captain Nichola Goddard Park. The garden holds 22 garden beds that have reached the end of their lifespan and also includes building a perimeter fence to protect the garden beds. Funding is sought to help pay for the new garden beds and fence, as well as equipment and tools as well as amenities for the garden.

Financial Implications

The 2025 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$54,164 available to support the \$13,492 requested for the project, leaving a balance of \$40,672 for the remainder of 2025.

Strategic Plan / Policy Impact / Climate Impact

The project recommendations support the sustainable growth value and quality of life and infrastructure focus areas of the Community Strategic Plan for 2024 – 2027 by encouraging sustainable options, enhancing green spaces, investing in recreation, and seeking opportunities to implement sustainable solutions.

In addition, the applications support actions in the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030, including:

- Encouraging the preservation of natural areas
- Environmental Stewardship

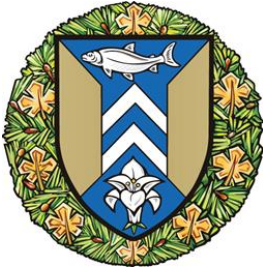
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated June 23, 2025 concerning Community Development Fund – Green Initiatives Program Applications 2025 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the Save Our Young Adults (SOYA) Community Garden Project in the amount of \$13,492 be approved.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Dan Perri, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Curb and Sidewalk Program 2025

Purpose

The purpose of this report is to inform Council of the proposed 2025 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 1489 square metres of sidewalk, 318 linear metres of curb and six accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2025 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 \$621,480.

Analysis

Typically, the program is compiled from requests 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.

Financial Implications

The proposed program maximizes the assigned operational budget for the 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 23, 2025 concerning the 2025 Curb and Sidewalk Program be received as information.

Curb and Sidewalk Program 2025

June 23, 2025

Page 2.

Respectfully submitted,

Dan Perri, P. Eng.

Director of Public Works

705.759.5206.

d.perri@cityssm.on.ca

CURB AND SIDEWALK PROGRAM 2025

Program Totals

Curb	318 Linear Meters
Sidewalk	1489 Square Meters
Accessibility Ramps	6 Highlighted in red

Route	Civic Address	Street Name
4	450	Albert Street West
4	480	Albert Street West
4	141	Albert Street West
4	622	Albert Street West
4	688	Albert Street West
4	137	Albert Street West
4	115	Albert Street West
5	385	Bay Street
5	30	Bay Street
5	384	Bay Street
6	26	Bellevue Avenue
6	31	Bellevue Avenue
6	13	Breton Road
6	194	Breton Road
6	118	Breton Road
6	23	Breton Road
6	102	Breton Road
13	96	Campbell Avenue
13	105	Campbell Avenue
15	6	Cartier Street
4	168	Central Street
17	90	Chapple Avenue
13	112	Cunningham Road
13	104	Cunningham Road
13	52	Cunningham Road
13	108	Cunningham Road
12	25	Elm Avenue
15	45	Elmwood Avenue
14	7	Elmwood Avenue
6	88	Fauquier Avenue
6	90	Fauquier Avenue
6	18	Ferguson Avenue
15	114	Fields Square
13	115	Gladstone Avenue
13	122	Gladstone Avenue
3	370	Goulais Avenue

CURB AND SIDEWALK PROGRAM 2025

Program Totals

Curb	318 Linear Meters
Sidewalk	1489 Square Meters
Accessibility Ramps	6 Highlighted in red

Route	Civic Address	Street Name
17	126	Great Northern Road
12	42	Henrietta Avenue
12	54	Henrietta Avenue
12	70	Henrietta Avenue
11	419	Henry Street
7	56	Irwin Avenue
7	4	Irwin Avenue
14	71	Kitchener Road
11	618	Korah Road
11	564	Korah Road
11	592	Korah Road
7	274	Lake Street
15	1060	Lake Street
15	87	LaRonde Avenue
12	51	LaSalle Court
17	148	Malabar Drive
17	102	Malabar Drive
17	156	Malabar Drive
17	142	Malabar Drive
17	90	Malabar Drive
13	42	Maple Street
15	71	Marconi Street
13	373	McNabb Street
13	373	McNabb Street
15	753	McNabb Street
15	22	Moluch Street
15	122	Moluch Street
15	121	Moluch Street
13	35	Montgomery Avenue
12	466	Moody Street
12	685	North Street
12	1031	North Street
17	443	Northern Avenue East
4	440	Northland Road
4	344	Northland Road
6	107	Ontario Avenue

CURB AND SIDEWALK PROGRAM 2025

Program Totals

Curb	318 Linear Meters
Sidewalk	1489 Square Meters
Accessibility Ramps	6 Highlighted in red

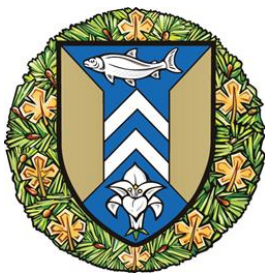
Route	Civic Address	Street Name
6	119	Ontario Avenue
15	103	Pageant Drive
15	64	Passmore Road
6	222	Pim Street
6	375	Pine Street
15	630	Pine Street
13	637	Pine Street
13	633	Pine Street
17	885	Pine Street
17	751	Pine Street
17	998	Pine Street
15	640	Placid Avenue
13	110	Poplar Avenue
13	183	Poplar Avenue
11	93	Pozzebon Crescent
11	237	Prentice Avenue
15	132	Promenade Drive
4	632	Queen Street West
4	664	Queen Street West
4	637	Queen Street West
14	292	Reid Street
14	314	Reid Street
14	41	Reid Street
13	10	Salisbury Avenue
13	466	Second Line East
12	510	Second Line East
12	500	Second Line East
12	446	Second Line East
11	128	Second Line West
11	92	Second Line West
11	188	Second Line West
11	392	Sussex Road
11	384	Sussex Road
7	31	Trunk Road
7	129	Trunk Road
3	127	Turner Avenue

CURB AND SIDEWALK PROGRAM 2025

Program Totals

Curb	318 Linear Meters
Sidewalk	1489 Square Meters
Accessibility Ramps	6 Highlighted in red

Route	Civic Address	Street Name
3	149	Turner Avenue
7	27	Valhalla Place
14	8	Van Daele Street
12	36	Wallace Terrace
13	33	Wallace Terrace
14	181	Walnut Street
14	131	Walnut Street
14	195	Walnut Street
14	159	Walnut Street
14	30	Wawanosh Avenue
13	3	Weldon Avenue
4	314	Wellington Street West
12	722	Wellington Street West
12	16	Westridge Road
12	174	Westridge Road
13	100	Wilcox Avenue
14	511	Wilson Street
14	495	Wilson Street



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumiel, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Landfill Operations and Monitoring 2024 – Environmental
Monitoring Committee

Purpose

The purpose of this report is to fulfill condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of the Environment, Conservation and Parks.

Background

The Environmental Monitoring Committee is the formal point of contact with the public for landfill operations, as mandated under the Certificate of Approval. The Committee consists of four members of the public, one Councillor, the Ministry of the Environment, Conservation and Parks, and staff. It was originally established under By-law 89-174, which was repealed and replaced through By-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2024 operations and monitoring reports. The reports include, but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available from Public Works and Engineering Services if any Councillor wishes to review them.

Analysis

Site Development and Operations Report 2024 Municipal Landfill Waste Quantities and Site Capacity

In 2024, 63,061 tonnes of waste were received at the landfill. Of this value, 38,477 tonnes were landfilled, 21,715 tonnes were used as cover or stockpiled for future use, and 2,869 tonnes were diverted through recycling, leaf and yard waste, tires, etc. The projected residual life remaining of the landfill at the end of 2024 was 4.2 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. There are presently ten purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective.

In 2009 a contaminant attenuation zone (CAZ) was approved through the MECP. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010. There was a total of eight odour complaints at the landfill in 2024, which is higher than the previous three-year average. There were a total of eight odour complaints at the landfill in 2024, which is higher than the previous three-year average.

Municipal Landfill Site Monitoring Report 2024

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed Ministry of the Environment, Conservation and Parks criteria;
- Predicting future movement of contaminants and compliance; and
- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2024 consisted of 41 wells, and one maintenance hole.

Engineered controls and natural attenuation processes, including dilution, are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. In 2024, the water quality in most of the western wells has generally improved or levelled off when comparing historical data to recent data. This continues to demonstrate the overall effectiveness of the purge well system, which has been effective at reducing chloride concentrations in general and isolating impacts to a relatively narrow band. The purge well system also continues to be effective. Leachate discharging to the treatment plant continued to comply with the City's sewer-use bylaw.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Surface water is sampled and analyzed at five locations, which are upstream, adjacent to, and downstream of the site. The locations are sampled five times per year, and results are compared to Provincial Water Quality Objectives. Generally, consistent results have been shown at two upstream locations. Water quality has been variable at some of the other sampling locations. The meander area station has had a slight increasing trend since 2014 for some parameters, which appear to have stabilized and are generally within the historical ranges. This may be in part due to low water levels and stagnant water in this area. The downstream locations have been variable over time, and since 2007 have been more stable, likely as a result of the Canon Creek realignment and leachate collection system extension.

Methane Gas

Since 2008, methane gas concentrations at one of the methane gas monitors, located east of the maintenance building, have been in the flammable range. A methane mitigation project was completed in 2010. The system was installed to monitor indoor air quality, control ventilation, and provide warnings if there is a problem. Signage is in place as an additional mitigation measure.

Financial Implications

There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated June 23, 2025 concerning annual operations and monitoring reports for the municipal landfill be received as information.

Landfill Operations and Monitoring 2024

June 23. 2025

Page 4.

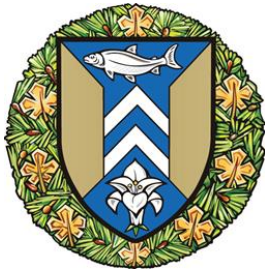
Respectfully submitted,

Carl Rumiel, P. Eng.

Director of Engineering

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Contract 2025-5E Lyons Ave Resurfacing

Purpose

The purpose of this report is to obtain approval to award Contract 2025-5E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of Lyons Avenue from Korah Road to Wellington Street West and Wellington Street West from Lyons Avenue to Carmen's Way.

Background

At the May 12, 2025 meeting, Council approved the 2025 resurfacing program.

Tenders were received via the City's electronic bidding system. Submissions for Contract 2025-5E were opened on Wednesday, June 11, 2025. 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 \$1,365,974.90 (excluding HST) was received from Avery Construction Limited.

In order to complete the repair work to the storm sewer infrastructure in the underpass, a multiple short term road closure will be required of Wellington Street between Carmen's Way and Lyons Avenue. An allowance of \$50,000 has been included in the budget to fund any unforeseen extras that may be encountered during the storm sewer repair.

Financial Implications

A budget of \$4,511,000 was allotted for the 2025 resurfacing program, which includes Contracts 2025-5E and 2025-8E.

When non-recoverable HST is added, the cost to complete this project is projected to be \$1,466,248, which can be covered by the funds outlined above.

Lyons Avenue Resurfacing

June 23, 2025

Page 2.

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-laws 2025-104 authorizing execution of Contract 2025-5E and Bylaw 2025-105 authorizing the intermittent road closure of Wellington Street West from Lyons Avenue to Carmen's Way from June 24, 2025 to November 14, 2025 are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

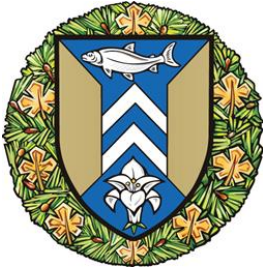
Maggie McAuley, P.Eng.

Manager of Design and Transportation

Engineering

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Contract 2025-8E Miscellaneous Paving

Purpose

The purpose of this report is to obtain approval to award Contract 2025-8E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of McNabb Street – Black Road to Trunk Road; Second Line West – Civic 756 to 875; Moss Road – Third Line to Fourth Line; Vera Street – Riverin Avenue to Adeline Avenue; MacDonald Avenue from Black Road to Civic 654, John Street from Bainbridge Street to Carmen's Way; miscellaneous patches at Second Line and Great Northern Road intersection; and the construction of a Right Turn Lane – Second Line West at Goulais Avenue.

Background

At the May 12, 2025 meeting, Council approved the 2025 resurfacing program. This program includes \$400,000 of Northern Ontario Resource Development Support (NORDS) funding to resurface Second Line.

The purchase and installation of the traffic calming bollards and the PXO equipment for the Queen Street and Church Street PXO were not included in the tender as they will be installed by City forces.

Tenders were received via the City's electronic bidding system. Submissions for Contract 2025-8E were opened on Thursday, June 12, 2025. Tender results were made public on the project page in the electronic bidding system

Analysis

After reviewing the cost estimates when preparing the tender, the road sections of MacDonald Avenue from Black Road to Civic 654, John Street from Bainbridge Street to Carmen's Way, and miscellaneous patches at the Great Northern Road and Second Line intersection were included in the tender package in order to maximize use of the approved budget.

A total of two tenders were received. All tenders submitted were checked and found to be complete and valid. The low tender of \$2,822,296.25 (excluding HST) was received from Ellwood Robinson Inc.

Financial Implications

A budget of \$4,511,000 was allotted for the 2025 resurfacing program, which includes Contracts 2025-5E and 2025-8E.

The road segment that is eligible for NORDS funding was slightly under the funding limit. The limits of the contract will be extended west to maximize the funding.

When equipment purchases, utility costs and non-recoverable HST are added and the Prince Township costs are removed, the cost to complete this project is projected to be \$2,905,858, 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:

Resolved that the report of the Manager of Design and Transportation Engineering dated June 23, 2025 concerning Miscellaneous Paving be received and that the road sections of MacDonald Avenue from Black Road to civic 654, John Street from Bainbridge Street to Carmen's Way, and miscellaneous patches at the Great Northern Road and Second Line intersection be included in the 2025 Road Resurfacing Program.

The relevant By-law 2025-106 authorizing execution of Contract 2025-8E is listed under item 12 of the Agenda and will be read with all by-laws under that item.

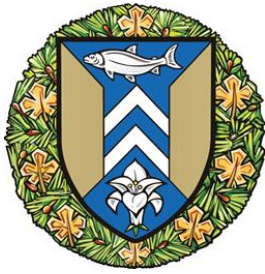
Respectfully submitted,

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2025 Traffic By-law Update – Brock Street

Purpose

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

Background

With the relocation of the Collision Reporting Centre to the Sault Ste. Marie Police Services Division 2 building on Brock Street, an area of on-street parking will be reserved for police vehicles and authorized vehicles such as tow-trucks.

Analysis

The following text should be added to the “Definitions” section:

“Emergency and Authorized Vehicles” means vehicles related to emergency services and vehicles authorized by police to park in that location.

The following text should be added to Part II – Parking Regulations, Section 6 Parking Prohibition in Specified Signed Places:

6. (6): No person shall park a vehicle on any street at the side where an emergency and authorized vehicles only sign has been placed in accordance with Schedule “VV” of this by-law.

The following schedule should be added as Schedule VV – Emergency and Authorized Vehicles Only

Street	Side	Location	To
Brock Street	East	30m south of Wellington Street East	45m south of Wellington Street East

Schedule A Section 6 – Parking Prohibited

Remove:

Street	Side	From	To	Prohibited Times or Day
Brock Street	East	Wellington Street	46m south of Wellington Street	Any time

Add:

Street	Side	From	To	Prohibited Times or Day
Brock Street	East	Wellington Street	30m south of Wellington Street	Any time

Financial Implications

The topic of this report results in no financial implications.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated June 23, 2025 concerning Traffic Bylaw Update – Brock Street be received and the recommended amendments be approved.

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

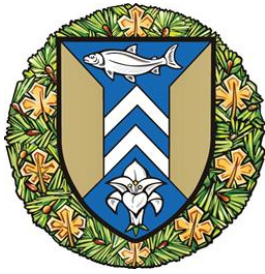
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Peoples Road Reconstruction – Railway upgrades

Purpose

The purpose of this report is to update Council about the procurement of the construction services of the railway upgrades to the Peoples Road crossing.

Background

At the May 12, 2025 meeting, the contract for reconstruction of Peoples Road was awarded and Council was informed that the railway crossing would be upgraded in coordination with Watco, the railway owner.

Analysis

Since that meeting, staff have received the quote for the work to upgrade the railway crossing of Peoples Road from CUNA, the contractor who was retained by Watco. As the tracks are being re-built to support the reconstruction of the underground infrastructure under the tracks, the City is responsible for these costs.

This work is scheduled to start on June 23, 2025. Arrangements have been made with Watco, their contractor, and their customers to support the removal of the tracks for 7 days. This schedule was also chosen to ensure that the railway work is completed prior to the start of the tour train season.

Due to the short turn around from when the quote was received and the time that the work was set to commence, the procurement of these services were approved by staff under the emergency provisions and is being reported to Council as soon as practically possible as per the Procurement By-law. The non-competitive method of sourcing the work to CUNA is supported because they were chosen by Watco, the owner of the railway.

Design of the upgrades to the warning protections systems are still underway. Staff will bring a report to a future Council meeting once the details of the warning protections systems are finalized.

Financial Implications

When non-recoverable HST is added, the cost to complete this task is projected to be \$219,165, which is under the allowance that was included for the railway upgrades in the Peoples Road Reconstruction contract award approved at a previous meeting.

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:

Resolved that the report of the Manager of Design and Transportation Engineering dated June 23, 2025 concerning the railway upgrades for Peoples Road Reconstruction be received as information.

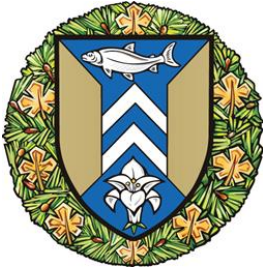
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

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

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Hope's Cradle

Purpose

The purpose of this report is to provide Council with information regarding Hope's Cradle.

Background

A resolution was brought forward on October 10, 2023, stating:

Whereas a person may choose to bring their pregnancy to term, but may not be willing or able to care for the child due to extenuating circumstances that may include, but are not limited to: poverty or financial hardship; gender based violence; involvement in human trafficking; struggles with mental health and/or addiction; religious and/or social stigma; sexual violence such as rape or incest; and

Whereas these factors could also contribute to individuals being unable to access services within the system such as abortion or adoption; and

Whereas stigmatizing the need for a person to surrender a baby without question or penalty has led to babies being left in unsafe situations, resulting in the otherwise preventable death of some infants, and

Whereas while the preservation of birth parent information, relationships and cultural backgrounds are all very important, saving the life of the infant in these dire situations must be the first priority; and

Whereas Hope's Cradle is a safe alternative to an unsafe abandonment, serving as a last resort for birth parents and infants who need it; and

Whereas alternatives that encourage prevention of unsafe abandonment will save the lives of these infants.

Now Therefore Be It Resolved that staff be requested to work with appropriate agencies and report back to council with recommendations for the implementation of Hope's Cradle in a central location in Sault Ste. Marie.

Hope's Cradle is a secure, temperature-controlled, safe surrender site installed at a designated community site. It allows a parent or guardian in crisis to anonymously and safely leave an unharmed newborn in the care of authorities. It has been developed in partnership with the non-profit organization Gems for Gems. The initiative is designed to prevent infant abandonment and offer a compassionate option for individuals who feel they have no other recourse.

The cradle is accessible from the outside of the building and is equipped with a silent alarm system that notifies internal personnel immediately upon use. Inside the cradle, parents are offered supportive resources and a letter explaining the process and available help. The safety and well-being of the infant are prioritized at all times, and child welfare services are promptly engaged upon use.

Analysis

As part of gathering details for this report, the following community stakeholders were contacted to discuss the resolution: the Children's Aid Society of Algoma, City of Sault Ste. Marie Police Services, Nogdawindamin Family and Community Services, and Adopt Ontario.

All of these community stakeholders have submitted letters outlining their position (see attached).

Hope's Cradle provides a mechanism for the anonymous and safe surrender of newborns through partnerships between a community stakeholder (host site) and child welfare agencies. While Ontario does not have explicit "Safe Haven" legislation, this practice raises concerns brought forward by the Children's Aid Society of Algoma (CAS) and is based on knowledge of child welfare practices, including the Child, Youth and *Family Services Act, 2017* (CYFSA), which is the legislation that directs child welfare practices in Ontario.

The supplied letter states that CYFSA, 2017, establishes a legal framework for adoption in the province of Ontario and establishes openness as the default approach to adoption in this province. Openness in adoption means an adopted child may maintain some degree of contact with their birth parents, siblings, extended family members, or other individuals with whom the child had a significant relationship prior to the adoption.

In summary, Children's Aid Societies are mandated under the CYFSA to protect children and support families. While CAS agencies are committed to child safety, they have expressed concerns that Hope's Cradle:

- Circumvents the legislated intake and assessment process;

- Prevents identification and evaluation of the family's situation, including possible reunification or kinship placement options; and
- Limits the child's ability to know their biological family, medical history, or ancestry.

As such, CAS may argue that supporting the existing child protection framework is more consistent with the best interests of the child and the integrity of Ontario's child welfare system.

The City of Sault Ste. Marie Police Service was consistent with CAS, stating, "while the initiative is well-intentioned, existing legislated processes already allow for the safe and responsible transfer of child custody." Further, Police Services consulted with their Statistical Analysis Unit and senior leadership to determine that there is no data (locally) to support the need for this initiative.

Police Services has also raised operational and legal concerns about the anonymous surrender of children outside of a formal legal process. Key issues include:

- The potential conflict with section 218 of the *Criminal Code* (Abandonment of a Child), which remains open to interpretation;
- Challenges in conducting investigations or validating that the surrender was voluntary, non-coerced, or free from criminal circumstances; and
- Difficulty in tracing any history of abuse or neglect if the identity is unknown.

Police Services prefer intervention through the formal CAS referral and legal custody framework already in place to ensure appropriate oversight and accountability.

In consultation with Nogdawindamin Family and Community Services, there was concern about the implementation of this initiative. The concerns discussed centred around the lack of ability to continue with continuity in maintaining Indigenous heritage and cultural background. There would be detrimental impacts on a child's well-being that resembled actions such as the "60's scoop" and the legacy of residential schools.

The Chief Executive Officer from Nogdawindamin strongly encouraged that the City consult with the seven North Shore communities and other Indigenous agencies in Sault Ste. Marie to establish a path forward before implementation is decided.

Nogdawindamin Family and Community Services have opposed the implementation of Hope's Cradle due to the risk of cultural erasure and the historical context of child apprehension in Canada. Concerns include:

- The loss of identity, ancestry, and connection to community which may have long-term psychological and spiritual impacts on Indigenous children;
- A continued pattern of separating Indigenous children from their culture, echoing harmful legacies such as the Sixties Scoop and residential schools; and
- The inability of Indigenous child welfare agencies to assert jurisdiction or support culturally appropriate alternatives when the child's origin is unknown.

From a reconciliation and rights-based perspective, Indigenous leaders and agencies advocate for solutions that prioritize family preservation and culturally informed care.

Discussions with the Adoption Council of Ontario (ACO) focused on acknowledging the intent behind Hope's Cradle to provide an anonymous avenue for parents to safely relinquish their child; they also state that the program contradicts legislation currently laid out in CYFSA 2017. Citing "the act speaks directly to the implementing prevention, early intervention, and community support services for children and their families". ACO has offered to provide support, education, and outreach to staff or families.

Adoption Council of Ontario has ethical and professional reservations, including:

- The lack of transparency and documentation in anonymous surrender can hinder future adoption planning, openness arrangements, and the child's right to access their origin story;
- Missed opportunities for open adoption or family-based solutions, which are increasingly considered best practice in Ontario; and
- Concern that Hope's Cradle could create a parallel, informal pathway to adoption without oversight from Ontario's adoption authorities.

ACO supports enhanced crisis intervention services, pregnancy support, and access to counseling within the existing legal framework rather than the creation of an alternative surrender mechanism.

While Hope's Cradle aims to provide a life-saving and compassionate option for parents in crisis, as stated in the letters attached, key community stakeholders do not support its implementation. Their concerns are rooted in the potential for unintended consequences, particularly around the loss of identity, disconnection from cultural heritage, and deviation from Ontario's established legislative framework for child protection and family services. These concerns must be weighed carefully, particularly around the long-term implications for the child's

identity, access to heritage, and legal safeguards provided by current provincial legislation. An ongoing dialogue with these stakeholders is essential to ensure that any action taken reflects a shared commitment to the best interests of vulnerable children while respecting legal, cultural, and ethical considerations.

Given the input received from stakeholders involved directly with adoption and children's services, staff recommends not proceeding with a Hope's Cradle initiative at this time.

Financial Implications

The upfront financial implications of implementing Hope's Cradle are estimated between \$30,000 and \$50,000. The initiative will also incur ongoing operational costs, which are currently not available. A suitable location would also have to be determined prior to implementation.

The funding of Hope's Cradle would also have to be further reviewed with community stakeholders should Council decide to proceed.

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 Fire Chief dated June 23, 2025, concerning Hope's Cradle be received as information.

Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca



Children's Aid Society of Algoma

Société de aide à l'enfance d'Algoma

Head Office: 191 Northern Ave East, Sault Ste. Marie, ON P6B 4H8

Phone: 705-949-0162

Toll Free: 1-888-414-3571

Fax: 705-949-4747

Website: www.algomacas.org

February 13, 2025

Peter Johnson CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St. P6A 2W1

Re: Hope's Cradle

Dear Chief Johnson,

Thank you for inviting the Children's Aid Society of Algoma to provide input into the study of the possible establishment of a Hope's Cradle in Sault Ste. Marie. We are aware that Hope's Cradle is intended to provide, "a safe and anonymous surrender of the baby thus protecting its life and the anonymity of the mother. Provided the baby shows no signs of abuse, the anonymity of the mother will be entirely protected."

During my discussion with you, and my discussion with Councillor Caputo, I shared concerns related to the implementation of such a program. These concerns are based on knowledge of child welfare practice, including the *Child, Youth and Family Services Act, 2017 (CYFSA)*, which is the legislation that directs child welfare practices in Ontario.

The Preamble of the *CYFSA* states, "Children and families have better outcomes when services build on their strengths. Prevention services, early intervention services and community support services build on a family's strengths and are invaluable in reducing the need for more disruptive services and interventions... Services to children and families should, wherever possible, help maintain connections to their communities..." Further, the Purpose of the *CYFSA* states, "While parents may need help in caring for their children, that help should give support to the autonomy and integrity of the family unit and, wherever possible, be provided on the basis of mutual consent... Services to children and young persons should be provided in a manner that that recognizes their cultures, heritages, traditions, connection to their communities, and the concept of the extended family."

The Children's Aid Society of Algoma believes that Hope's Cradle does not afford time and opportunity for the necessary clinical services to occur to meet this statutory requirement. Additionally, the Hope's Cradle model risks that infants may be relinquished without the willful consent of a parent where that parent is a victim of violence or human trafficking.

The *CYFSA* establishes the legal framework for adoption in the province of Ontario, and establishes openness as the default approach to adoption in this province. Openness in adoption means an adopted child may maintain some degree of contact with their birth parents, siblings, extended family members, or other individuals with whom the child had a significant relationship prior to the adoption. There are numerous

benefits of openness, including opportunities for a child to have an accurate and positive sense of identity and self-worth, reducing the impact of loss and facilitating grieving, and maintaining connections to relationships that are meaningful and beneficial to the child. Openness requires the personal information of important individuals in a child's life to be obtained by the Children's Aid Society. Relinquishment of an infant through Hope's Cradle may not afford an opportunity for the parent to receive independent advice about their rights and obligations. It may also cause the loss of custodial and access rights of the second biological parent without their knowledge or consent. If a situation were to arise where an infant was relinquished by an individual to a Hope's Cradle, the Children's Aid Society of Algoma would be required to make efforts to identify the infant's parents, as well as to establish if the infant has First Nation, Metis or Inuit heritage.

The Hope's Cradle model does not afford a child access to critical information about their identity and their heritages. The *CYFSA* directs that, "If a society intends to begin planning for the adoption of a First Nations, Inuk or Métis child, the society shall give written notice of its intention to a representative chosen by each of the child's bands and First Nations, Inuit or Métis communities. If a representative chosen by each of the child's bands or First Nations, Inuit or Métis communities receives notice...each band and community may, within 60 days of the representative receiving the notice, prepare its own plan for the care of the child." Without critical identifying information, rights of First Nations, Inuit, and Metis communities to plan for the care and well being of their members may be infringed.

In a situation where an infant is relinquished to a Hope's Cradle, the Duty to Report provisions from Section 125 of the *CYFSA* requires immediate and direct reporting by any person having knowledge of the relinquishment to the appropriate Children's Aid Society or Indigenous Child Well Being Agency.

To permit infant relinquishment in a manner that addresses these considerations, the Children's Aid Society of Algoma recommends that you consult with AdoptOntario, the Ontario Association of Children's Aid Societies, and the Ministry of Children, Community, and Social Services. Such consultations may facilitate the development of processes that address these considerations.

Respectfully,



Krista Budau, Director of Services
Children's Aid Society of Algoma

cc: Tracy Willoughby, Executive Director
Dawn Dubois, Lead Council,

KB/ki



Sault Ste. Marie
POLICE

A Modern Police Service for a Safer Tomorrow

May 2, 2025

Peter Johnson, CMM III
Fire Chief
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A2W1

Dear Chief Johnson

RE: Hope's Cradle

Thank you for considering the Sault Ste. Marie Police Service as a community partner in your exploration of the Hope's Cradle initiative. We appreciate the intent behind this initiative and recognize its goal of providing a safe alternative for infant surrender. However, after thorough consultation with our Statistical Analysis Unit and discussions with senior leadership, the data does not support the need for this initiative in the Sault Ste. Marie area.

While the initiative is well-intentioned, existing legislated processes already allow for the safe and responsible transfer of child custody. These methods ensure proper oversight while safeguarding the welfare of both the child and the parent(s). Additionally, the anonymity associated with Hope's Cradle raises significant concerns, as it could hinder necessary investigative processes. In cases where there are indications of abuse, coercion, lack of consent, or underlying issues such as human trafficking or intimate partner violence, anonymity would obstruct our ability to intervene appropriately.

The Children's Aid Society of Algoma has also expressed concerns regarding the initiative. As outlined in their correspondence, Hope's Cradle does not provide the necessary time or structure for statutory clinical services to be properly conducted. I concur with Krista Budau of the Children's Aid Society of Algoma that further consultation with key stakeholders is essential before considering any steps forward.

Currently, mothers in crisis have the option to surrender their infants at hospitals through a process that, while not anonymous, ensures a warm hand-off. This approach allows for immediate medical and social assessments, ensuring that no external pressures, coercion, or extenuating circumstances are at play. It also provides the mother with access to critical support services, which could influence this profound decision.

Given the lack of data-driven justification and the concerns raised by other community partners, I am unable to support the implementation of Hope's Cradle in Sault Ste. Marie at this time.

580 Second Line E, Sault Ste. Marie, ON P6B 4K1
Phone (705) 949-6300 • TTY (705) 759-7349
www.saultpolice.ca



Sault Ste. Marie
POLICE

A Modern Police Service for a Safer Tomorrow

Thank you again for engaging us in this important discussion. Should further consultations take place, we would be open to participating to ensure that any initiative aligns with the best interests of the community and those it seeks to support.

Sincerely,

Brent Duguay
Interim Chief of Police

BD/II

580 Second Line E, Sault Ste. Marie, ON P6B 4K1
Phone (705) 949-6300 • TTY: (705) 759-7349
www.saultpolice.ca



March 31, 2025

Peter Johnson, CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St.
P6A 2W1

Re: Hopes Cradle

Dear Chief Johnson,

I want to say Miigwetch for meeting with Nogdawindamin Family & Community Services to provide input into the possible establishment of Hope's Cradle in Sault Ste. Marie. We are aware of Hope's Cradle and that it would provide anonymity for the mother to surrender her baby.

During our discussion, our agency shared concerns about implementing this program. As mentioned, we would be very concerned that these babies could have Indigenous Heritage, and Hope's Cradle would not allow a child to access important information about their heritage. We explained that historically, many Indigenous children were impacted by systems such as the 60's scoop, where children were adopted by many non-Indigenous families, and therefore, these children lost their connection to family, community and culture. This loss impacts a child's well-being and has detrimental impacts on a child's well-being.

As mentioned in our meeting, Nogdawindamin would not support the establishment of Hope's Cradle and would recommend that the city consult with the 7 North Shore Communities and other Indigenous Agencies in Sault Ste. Marie for further feedback.

Miigwetch,

Karen Kennedy,
A/ Chief Executive Officer



May 30, 2025

Peter Johnson, CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St. P6A 2W1
Email: p.johnson@cityssm.on.ca

Dear Peter:

Thank you for sharing time and meeting with me last month to discuss the Hope's Cradle initiative. We would like to take a moment to applaud your effort in exploring alternate means to support birth parents and their children. While we understand the intent of the program is to provide an anonymous avenue for a parent(s) to safely relinquish their child, we are also aware that the program contradicts legislation currently laid out in the *Child, Youth and Family Services Act (CYFSA)*. The Act speaks directly to implementing prevention, early intervention and community support services for children and their families. The premise of Hope's Cradle makes it so that these guidelines would not be achievable. In short, the Adoption Council of Ontario could not support an initiative that contradicts the CYFSA. However, if further information is presented that would change the premise of the conversation, we would be happy to explore this further at that time.

If there are any future opportunities for the ACO to provide support, education or outreach to your staff or families in your community, please let us know. We strive to educate the public about adoption, connect, support and advocate families and children touched by adoption.

If we can be of any further assistance, please don't hesitate to reach out. Our office is open from Monday – Friday 9:00 a.m. to 5:00 p.m.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Shaw'.

Kaitlyn Shaw, B.S.W.
Centralized Adoption Intake
Services Manager (Interim)

A handwritten signature in black ink, appearing to read 'K. Moore'.

Karen Moore, MA (Leadership), BSDS, ECE, RSW
Executive Director



Kate Kirkham
Chief, Paramedic Services
DSSMSSAB

June 23, 2025

Thank you for the opportunity to share a professional perspective on the potential benefits of the Hope's Cradle initiative for the community of Sault Ste. Marie.

As Chief of Paramedic Services for the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB), I bring twenty-eight years of experience as a paramedic, including the last four in this leadership position. I also lead DSSMSSAB's involvement in implementing a community-wide homelessness strategy focused on addressing the complex and interconnected challenges facing vulnerable populations in our region.

In recent years, the landscape of 911 calls has changed. Where paramedics once predominantly responded to trauma, accidents, and acute medical events, they now see complex mental health crises, opioid poisonings, and the broad impacts of social vulnerability. The frequency of opioid-related calls and mental health emergencies has increased. This rising trend has strained emergency services and exposed gaps in community safety nets.

Paramedics often encounter people facing the consequences of unmet social and health needs. This includes mothers who may not be able to safely care for themselves or their infants. These cases often arise amidst complex and compounding challenges such as untreated mental health conditions, substance use, poverty, domestic violence, and social isolation.

Paramedics are sometimes the first or only point of healthcare contact for these mothers. They may be called to assist with an emergency birth outside the hospital or to give care when there's a concern for an infant's wellbeing. They see babies born in unsafe environments and mothers who are unwilling or unable to reach out for help.

These concerns are not hypothetical; they reflect the real experiences of paramedics in Sault Ste. Marie. We know that not every high-risk situation leads to a 911 call. Some of the most vulnerable individuals may never seek help, leaving them and their babies at significant risk. Given the socioeconomic challenges, mental health needs, and social stigma that persists in Sault Ste. Marie, the risk of infant abandonment, while rare, remains

a real and concerning possibility. A non-judgmental and supportive alternative like Hope's Cradle may offer a safe and effective solution in these unusual and serious cases.

As a leader in paramedic services and a partner in addressing the underlying causes of homelessness, substance use, and poverty in our city, I believe that an initiative like Hope's Cradle could provide meaningful protection for some of the most vulnerable members of our community, particularly mothers and at-risk infants. I support the implementation of Hope's Cradle in Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kate Kirkham', with a stylized flourish at the end.

Kate Kirkham
Chief of Paramedic Services

Subject: FW: Hope's Cradle Support - Please share with council

From: Jill W.

Sent: Sunday, June 22, 2025 5:59 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Hope's Cradle Support - Please share with council

Hello,

I'm writing to voice my support for Hope's Cradle here in SSM as a local resident and taxpayer.

It should be voted on by council and voted in favor for its ability to save the lives of our most innocent: newborn babies.

Mothers who are facing homelessness, addiction, sex trafficking, or an unknown/unwanted teen pregnancy--all of which are occurring at high rates in our city--deserve a safe, anonymous way to surrender an infant.

The agencies meant to support this are not enough to prevent these innocent infant deaths because their processes are not healthy/bias-free, timely, or--in the case that the police/hospital are involved--safe from a prosecution. (Which is such a disgusting thing to even consider for such marginalized groups.)

As a concerned female citizen, I hope others will use their common sense and morals to see how this only supports our most vulnerable. To argue against this means you'd prefer harm and/or death come to innocent lives *first* before preventing it. Red tape and "a lack of research/numbers" are poor excuses in the face of being able to save even a few innocent, new lives locally.

Please vote wisely, as this policy benefits our community, being of our women, and our children.

-Jillian Wood

Subject: FW: Hope's Cradle in SSM

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

From: Kirsten Duke

Sent: Sunday, June 22, 2025 3:58 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Hope's Cradle in SSM

Good afternoon,

Please forward my email below to all city councillors in advance of tomorrow's City Council meeting.

Councillors.

I hate to be here again. To be reminding you that investments in preventative public health measures, in the case of Hope's Cradle, that can keep babies alive. The relative cost to even an implied impact is immeasurable.

But that's it right? You're spending money that you aren't certain will have a return on investment. Does that sound familiar? The Honourable Mayor sat in front of you all last month explaining why Councils need to be arms length from a police budget. In effect, that you can't be guaranteed a return on investment.

The same logic applies here. If you think harm reduction from a police force works, then investments in other preventative public health measures shouldn't be difficult to understand. In fact, it almost seems like a no brainer in that context.

You never ever want to have something like Hope's Cradle to be used. But, we are also all aware changes are coming swiftly to our community, whether we like it or not. Tariffs, international wars, they will impact the financial roots of our community, and we may find ourselves in need of these supports far sooner than any of us would like.

I really would appeal to each of you to consider the long term impacts of this initiative, and in light of the local letters to the opposite recommendation, that you broaden the net and actually consider the other recorded, actual evidence that exists that support Hope's Cradle. Our community is just as proud as it is stubborn, and our systems and agencies reflect that.

You've all been capable of big, important decisions before. And I hope you will continue in that direction.

Kirsten Duke
Ward 2

Subject: FW: Please forward to all counsel. Re: Hope's Cradle

From: Katie Marchese

Sent: Monday, June 23, 2025 11:36 AM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Fwd: Please forward to all counsel. Re: Hope's Cradle

Good day,

I'm writing this as a letter of support for the Hope's Cradle project.

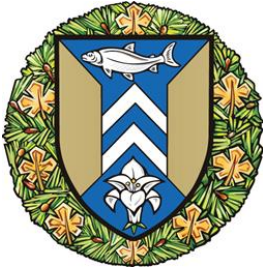
Counsellor Caputo is absolutely correct that our city needs one. As the mom of an adopted child, I too know the hoops that people need to go through to complete the process. It can take years, and leads to undue stress as paperwork is completed, for the adoption of a child who was given up at birth. The stress on the adoptive parents can affect the child in their care, and the stress on the biological family can increase drug use or depression. Everyone's story is different, but please please consider the benefit for the future children of SSM. Nogdawindamin's argument that a child could lose their connection to community and culture comes from a place of caring, I'm sure. A child's heritage may be temporarily unknown if they are surrendered, but isn't that better than being dead? Ancestry DNA and other tools can help.

With our opioid crisis, do you really think someone who is strung out and used to being looked over, is going to feel comfortable approaching an authority figure for help? They fear instant judgement and rejection. Same goes for a young teen mom, and countless others. A Hope's Cradle would allow them to make a choice, and not to feel any stigma by those in authority.

Please, please, pass the motion and allow Sault Ste Marie to move forward with this wonderful project. Worst case scenario it's approved and never used. Imagine its not approved though, and we hear the tragic news of an infants body found in a dumpster or a snow bank somewhere. Choose life. Choose a choice for the forgotten, that can save the innocent.

Thank you,

Katie Marchese



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Mathew Depatie, Assistant Fire Chief

DEPARTMENT: Fire Services

RE: Fire Hall 4 – Air Handling Units Fund Transfer Request

Purpose

The purpose of this report is to seek Council approval to reallocate funding between approved 2025 capital projects transferring an excess from Fire Hall #1 windows to fund Fire Hall #4 air handling units.

Background

A quotation request for supply and install of two air handling units was issued closing May 29, 2025 within the e-bidding system. One submission was received from Henderson Metal Fabricating Company Ltd. (Henderson) at \$88,400 (plus HST). The award has been approved by staff given that financial level falls within CAO approval level.

Analysis

The quoted pricing is fair and equitable to general market pricing increase. Various Carrier vendors were contacted with the local vendor being a licenced supporter of Carrier units. Henderson is presently utilized as Fire Services' Carrier service and maintenance provider.

Financial Implications

Henderson submitted pricing of \$89,956 (including non-rebateable tax) for supply and installation of two air handling units.

During 2025 budget deliberations, Council approved the allocation of \$65,000 for this project. The shortfall of funds will be covered by reallocating the uncommitted balance from 2025 approved capital funds for the windows project of \$29,600. As per the Capital Budget and Financing Policy, an amendment to the approved capital plan greater than 20% of the original budget requires Council approval.

Strategic Plan / Policy Impact / Climate Impact

This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for upgrades of existing infrastructure. The upgraded units also align with the City's net zero climate plan of the GHG reduction target of 5% by 2030.

Fire Hall 4 – Air Handling Units Fund Transfer Request

June 23, 2025

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant Fire Chief dated June 23, 2025 concerning Fund Transfer request for Fire Hall #4 Air Handling Units be received and that funding of \$29,600 be reallocated from the Fire 2025 budget for windows.

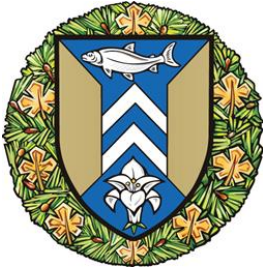
Respectfully submitted,

Mathew Depatie

Assistant Fire Chief

705.949.3333

m.depatie@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Residency Requirement Policy for New Department Heads

Purpose

The purpose of this report is to respond to a resolution passed at the January 13, 2025 Council meeting. The resolution stated:

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

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

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

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

As well as the resolution, there was also some discussion on addressing the issue of not wanting to have senior managers, or department heads, working remotely from other locations or cities.

Background

Residency and Performance

Previous Council discussion on this resolution included statements that having department heads living within the City will ensure that they share the same concerns as the residents they serve on budget decisions and spending. It should be noted that department heads, as a function of their position and job duties are required to act in the best interests of the

City. Failure to act in the best interests of the City, or to follow the requirements of the job, would clearly be a management performance issue dealt with through the normal course of performance reviews, bi-weekly meetings, counselling, warning, etc.

Each department head has limited ability to spend without oversight. Budget is also not one person's domain. The department budget comes with an overview by Finance, the CAO, and ultimately Council.

If it were determined that a senior staff employee was not making sound, prudent decisions, there is already a mechanism in place for the CAO to review the job requirements with that person, express the requirement expected and ultimately, if compliance was not achieved, to recommend the termination of employment of that person. Internal checks and balances are already in place to ensure staff are fulfilling their obligations as set out in their job descriptions.

Analysis

Is such a Policy legal?

On its face, yes, it is allowable. There is no reason currently that an employer could not institute that policy. There have been constitutional challenges to such policies in the past, and they failed both under section 6 of the Charter (the mobility rights section) and under section 7 of the Charter, the right to life, liberty and security of the person. There is one case from the Supreme Court of Canada that stated in a minority decision that the Court felt that where someone chose to live was a protected right under section 7, the right to liberty. In that case, the Court stated that the State ought not to be permitted to interfere in this private decision-making process absent compelling reasons for doing so. Cases on this topic have not interpreted that portion of section 7 wide enough yet to follow that line of thinking, but that is subject to change over time. The issue of whether a place of residence is a protected liberty interest under section 7 remains unsettled. So *per se*, it is not illegal to have such a policy at this time.

Is it a Discriminatory Policy?

A policy must be considered in two ways: Is it illegal or discriminatory on its face, and if not, can it lead to an illegal or discriminatory outcome not intended by the policy maker.

In this case, it has the potential to be discriminatory. On its face, no protected grounds would be violated if an employer dictated where an employee had to live; however, the policy could very well lead to systemic discrimination. For example, if the best candidate for a job lived in a First Nations community and did not wish to leave their community, the policy would perpetuate a disadvantage to an identifiable group.

As all municipalities are, the municipality is asked to use the United Nations Declaration on the Rights of Indigenous Peoples ("UNDRIP") guidelines when considering policies and decisions. The guidelines ask us to consider the following: that policies promote social and economic participation, not impact Indigenous identity, community, and connectedness, and respect the right not to be assimilated.

The resolution also exempts current department heads who do not reside within the City limits, provided they continue in their current position. This would mean that, if that employee never seeks a higher position or hopes to advance within the organization, their employment is secure, on the residency aspect at least. But if they are the best candidate for a different position, they would have to face the choice of finding a different residence, not accepting a role they are the best candidate for, or facing termination of employment if they accepted the role and did not move. If they were forced to miss that opportunity, they could argue that a fundamental term of their employment contract was breached, as there was never a term when hired that stated that they had to have City residency to grow within the corporation.

Is there a way of achieving the same outcome without a Policy and enforcement?

As recruitment of employees remains an ongoing challenge, does the City want to add more restrictions on employment when other employers have introduced remote and hybrid working conditions and options for positions? Part of the discussion at the time the resolution was tabled was the desire not to have senior staff members working from another City, which would result in 100% remote work. If an employer chooses to maintain that work cannot be done remotely, then it would be understood that the person would be required to live within a radius that allows them to be in the office. If a candidate being interviewed advised that they only wanted to work remotely, they would be removed from the list of possible candidates to be hired. At the time of posting a position, the posting would simply state that the position is not subject to remote work.

It is for the above noted steps that are already in place, that the City does not need a specific policy just on residency.

Financial Implications

There are no immediate financial implications for 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:

Resolved that the report of the City Solicitor dated June 23, 2025 concerning residency requirement policy for new department heads be received as information.

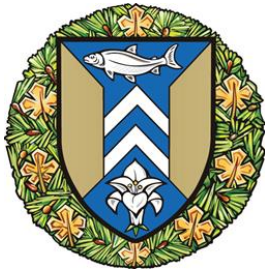
Respectfully submitted,

Karen Fields

City Solicitor

705.759-5407

k.fields@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Police Services Contract Extension Agreement – Prince Township

Purpose

The purpose of this report is to seek Council approval to extend the current agreement between the City of Sault Ste. Marie and Prince Township for the provision of policing services.

Background

In 2020, past CAO White brought a report to Council with a proposed agreement outlining the proposal for the Sault Ste. Marie Police Service (“SSMPS”) to provide police services to Prince Township. Council approved the five-year agreement, which expired on March 31, 2025. On April 7, 2025 Council approved an additional extension which expires on June 30, 2025.

Analysis

There has been a request to enter into a new agreement for police services, but the parties have not concluded a new agreement yet to bring to Council. The parties are looking to extend the current agreement on a month-to-month basis until a new agreement is concluded. This would allow Prince Township to continue to have police coverage in the interim at the current cost and allow the parties to continue to negotiate an agreement to be brought to Council for approval.

Financial Implications

There are no financial implications for the extension of the current agreement.

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 2025-98 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Police Services Contract Extension Agreement – Prince Township

June 23, 2025

Page 2.

Respectfully submitted,

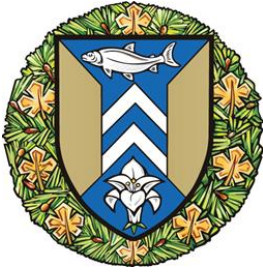
Karen Fields

City Solicitor

705.759.5407

k.fields@cityssm.on.ca

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Sale – 657 Fourth Line East (Rocchetta Holdings Corp. – Ryan Rocchetta c/o Wishart Law Firm LLP)

Purpose

The purpose of this report is to advise Council of the offer received for the sale of property described as PIN 31510-0131 (LT) LT 8 RCP H737 TARENTORUS; SAULT STE. MARIE, being civic 657 Fourth Line East.

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

Background

On March 17, 2025, Council passed By-law 2025-50 which declared the property surplus to the City’s needs and approved the disposition of same. Rocchetta Holdings Corp. (the “Requestor”) owns the abutting property and has advised that they intend to use the property to add the available space for their existing buildings at 294 Great Northern Road.

Valuations were obtained by both the Requestor and the City. Negotiations then ensued. The sale of this Property was also advertised on the City’s web page advising that the City wished to sell to the abutting owner. No comments or objections were received.

Analysis

The Legal Department has negotiated the sale of this property to the requestor for the sum of \$17,500 and recommends same.

If the City decides to dispose of the property, it would be consistent with the City’s plan to dispose of surplus property.

Financial Implications

The property is presently owned by the City and is exempt from property taxes. Upon the sale the property may become taxable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Property Sale – 657 Fourth Line East (Rocchetta Holdings Corp. – Ryan
Rocchetta c/o Wishart Law Firm LLP)
June 23, 2025
Page 2.

Recommendation

It is therefore recommended that Council take the following action:

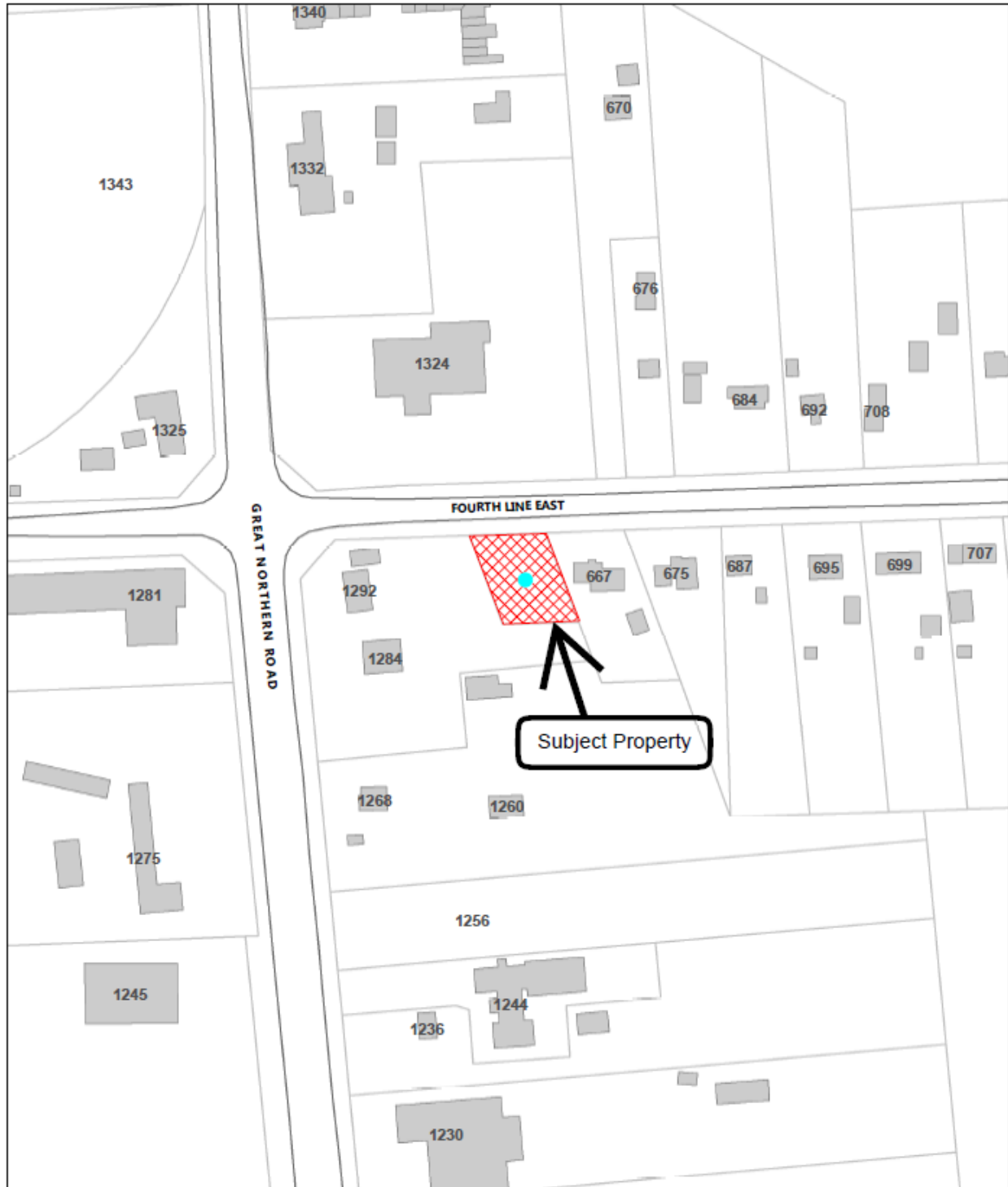
The relevant By-law 2025-96 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

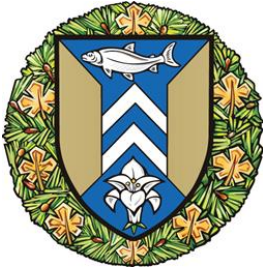
Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

ep\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\P - PROPERTY FILES\\Property - Fourth Line East, 657 - Rocchetta

Schedule "A"





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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of 72 Victoria Street (Larry Woolley and Jennifer
Woolley)

Purpose

The purpose of this report is to advise Council of an offer received for the sale of 72 Victoria Street.

Attached as Schedule "A" is a map of the Subject Property ("Property").

Background

On December 2, 2024, City Council passed By-law 2024-177 which declared the property surplus to the City's needs and approved the disposition of same. Valuations were obtained by both the requestor and the City. Negotiations then ensued. The sale of the Property was advertised on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received.

Analysis

The Legal Department has negotiated the sale of this Property to the abutting owner for the sum of \$20,000 and recommends same.

If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications

The property is presently owned by the City and is exempt from property taxes. Upon the sale, the property may become taxable depending upon its ultimate use.

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:

Sale of 72 Victoria Street (Larry Woolley and Jennifer Woolley)

June 23, 2025

Page 2.

The relevant By-Law 2025-101 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

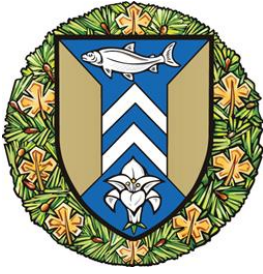
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
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MBS/lv

Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2025\Sale of 72 Victoria Avenue (Larry Woolley and Jennifer Woolley).docx





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

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

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of Part 0 Sackville Road and Part 128 Sackville Road
(Griffin Group Real Estate Ltd., S&T Group, Dennis
Tatasciore c/o Wishart Law Firm LLP)

Purpose

The purpose of this report is to advise Council of the offer received for the sale of part of property located at 0 Sackville Road and part of property located at 128 Sackville Road.

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

Background

On March 17, 2025, Council passed By-law 2025-45 which declared the property surplus to the City’s needs and approved the disposition of same.

The abutting property owner, Griffin Group Real Estate Ltd. - Dennis Tatasciore (the “Requestor”) advised they intend to use the Property to build a 10,000 square foot building to house vacuum trucks, a mechanics bay to provide normal maintenance on the vehicle fleet and to provide an additional shipping and receiving room. Initial thoughts are to employ 3 to 5 additional employees with S&T Group.

The Requestor obtained a formal appraisal. The City obtained a valuation and negotiations thereafter ensued. The sale of the property was also advertised on the City’s web page advising that the City wished to sell to the abutting owner. No comments or objections were received.

Analysis

The Legal Department has negotiated the sale of this Property to the abutting owner for the sum of \$74,000.00 and recommends same.

If the City decides to dispose of the Property, it would be consistent with the City’s plan to dispose of surplus property.

Sale of Part 0 Sackville Road and Part 128 Sackville Road (Griffin Group Real Estate Ltd., S&T Group, Dennis Tatasciore c/o Wishart Law Firm LLP)
June 23, 2025
Page 2.

Financial Implications

The property is presently owned by the City and is exempt from property taxes. Upon the sale, the Property may become taxable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

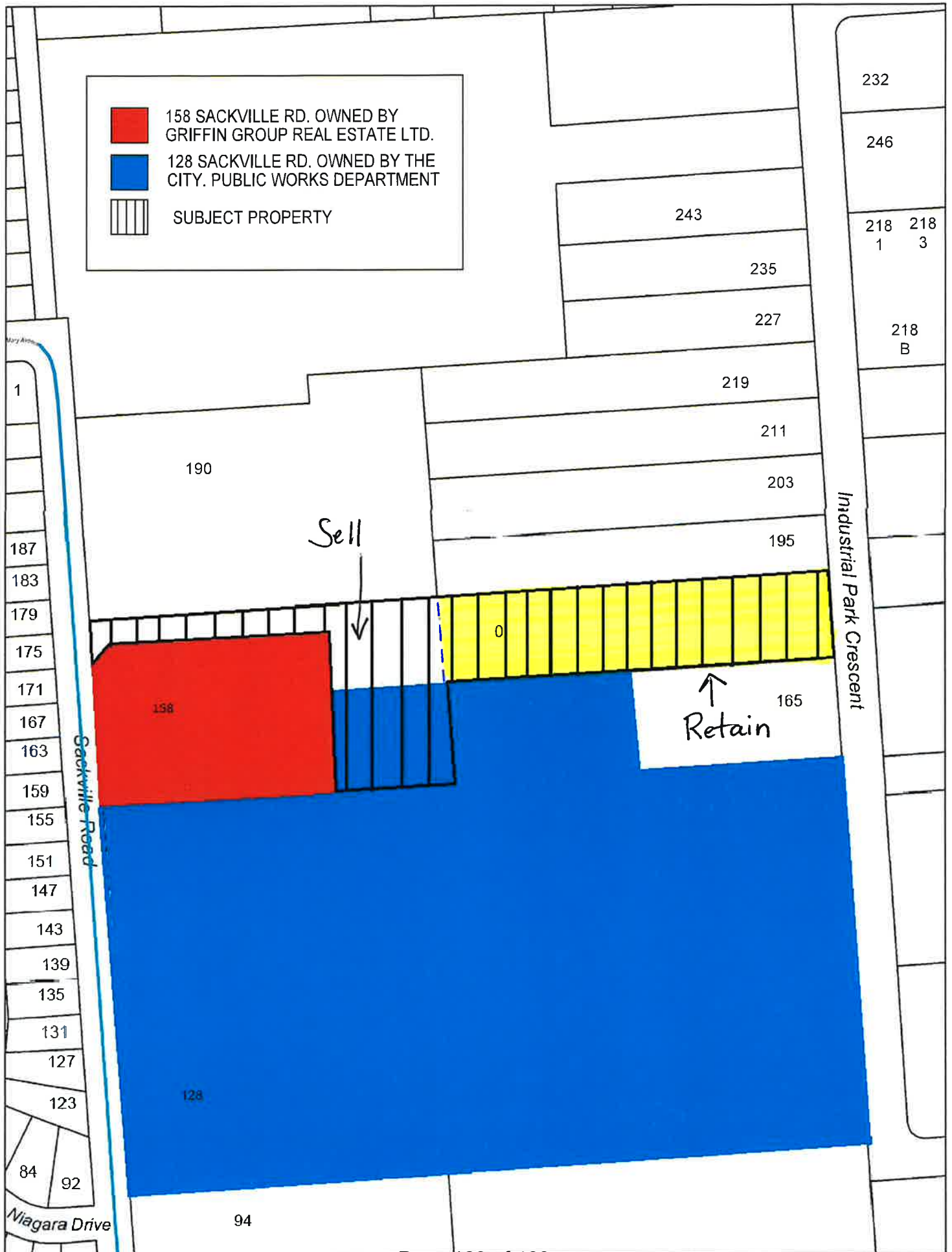
It is therefore recommended that Council take the following action:

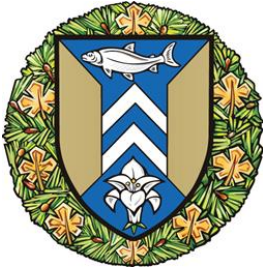
The relevant By-law 2025-95 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

ep\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\P - PROPERTY FILES\\Property - Sackville, 0 and 128 (Sale to Tatasciore Griffin Group real Estate Ltd.).docx





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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley Olar, Risk Manager
DEPARTMENT: Legal Department
RE: Intact Public Entities – Claims Handling Agreement

Purpose

The purpose of this report is to seek Council approval of an updated Claims Handling Agreement (the “Agreement”) between the City and Intact Public Entities Inc. (“Intact”).

Background

In 2020, the City issued an RFP for the provision of General Insurance Services and Council authorized the City to enter into a three-year General Insurance Services Agreement with Cowan for the period February 28, 2021 to February 28, 2024. Cowan rebranded and are now known as Intact. At the Council meeting of October 21, 2024, Council authorized the extension of the General Insurance Services Agreement to February 28, 2026.

The main General Insurance Services Agreement contemplated a subsidiary agreement, specifically the Claims Handling Agreement for execution for the upcoming policy period February 28, 2025 to February 28, 2026. There is no additional cost for this agreement.

On April 7, 2025, Council authorized execution of a Claims Handling Agreement. Subsequently, Intact advised that they had updated the Agreement and requires the City to sign the updated version. The updated Agreement is now before Council for approval.

Analysis

The Agreement grants the City permission to respond to certain claims through its processes and also sets out the City’s reporting obligations to Intact. The City is required to immediately notify Intact if during the handling of a claim it becomes apparent that the claim:

- Reaches or is expected to reach a total incurred value (reserves and payments) in excess of 50% of the policy deductible;
- Triggers coverage under a Claims Made wording (ie. E&O, Environmental, etc.); or

- Is a certain type of claim as enumerated by Intact (ie. More serious in nature, including fatalities, brain damage resulting in mental/physical impairment, class action suits, etc.).

Further, the Agreement requires the City to maintain a claims reporting and tracking system, along with a “claims loss bordereaux of all claims handled by the City” every 3 months. The Risk Manager shall complete this reporting.

Financial Implications

There is no additional financial impact to the City for the execution of this agreement.

Strategic Plan / Policy Impact / Climate Impact

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

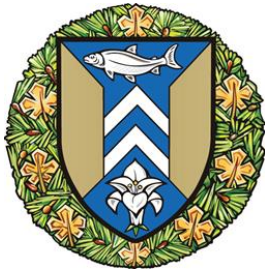
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-102 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Shelley Olar, CIP
Risk Manager
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Salvatore Marchese, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-5-25-Z – 33 Nichol Avenue – Amendment Report

Purpose

The purpose of this report is to correct a typographical error in the recommendation for Planning Report A-5-25-Z – 33 Nichol Avenue.

Background

At the May 12, 2025 meeting, City Council approved application A-5-25-Z for a site specific Zoning By-law amendment for 33 Nichol Avenue.

Analysis

The planning report for application A-13-23-Z recommended that 21 and 25 Nichol Avenue be rezoned from Gentle Density Residential Zone with Special Exception 378 (R2.378) to Gentle Density Residential Zone with a new Special Exception (R2.S) for each property to reduce the lot area from 550 to 517 square meters.

The correct wording of the recommendation is to give 21 and 25 Nichol Avenue their own Special Exception that carries over Provision 3 from the existing Special Exception 378. The portion of the Special Exception that applies the reduced lot area across the southern 32 metres of the property is not necessary as these lots have been divided and no longer reflect the original 32 meters from when 21 and 25 Nichol Avenue were one parcel with 33 Nichol Avenue.

By-law 2025-99 has been prepared to reflect the above statement. The revised by-law is present elsewhere on Council's agenda and is recommended for approval.

Financial Implications

This report will not result in any incremental changes to municipal finances.

Strategic Plan / Policy Impact / Climate Impact

This report is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from this amendment.

Recommendation

It is therefore recommended that Council take the following action:

A-5-25-Z – 33 Nichol Avenue – Amendment Report

June 23, 2025

Page 2.

The relevant By-law 2025-99 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

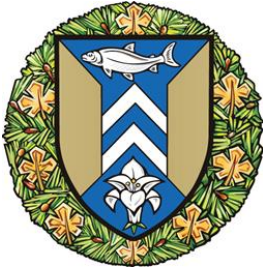
Respectfully submitted,

Salvatore Marchese

Junior Planner

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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Zuppa, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Federal Housing Needs Assessment

Purpose

The purpose of this report is to seek Council approval to adopt the newly completed Federal Housing Needs Assessment as the City's official housing needs assessment, replacing the previous City of Sault Ste. Marie Housing Needs Assessment 2023-2025.

Background

On July 31, 2023 Council received the City of Sault Ste. Marie's Housing Needs Assessment 2023-2025 (CHNA). This assessment was completed as part of the City's application to the Housing Accelerator Fund (HAF), as municipalities with a completed needs assessment received higher scores in the evaluation process. The CHNA also supported the Affordable Housing Task Force and staff in the development of the City's Housing Action Plan.

In October 2024, the federal government introduced a new requirement: all municipalities with a population of 30,000 or more, as well as those that received HAF funding, must complete a standardized Federal Housing Needs Assessment (FHNA) and submit it to Housing, Infrastructure and Communities Canada (HICC). The FHNA submitted by each municipality must conform to the federal template to ensure standardization, data quality, and comparability with other municipalities.

Originally due on March 31, 2025, the deadline was later extended to June 30, 2025. Completion of the HNA is a prerequisite for municipalities to be eligible for federal funding programs, including the Canada Community-Building Fund (CCBF).

Analysis

The completed FHNA for Sault Ste. Marie is attached to this report and is also posted on the City's [website](#). This document was also submitted to HICC for review and approval. On June 11, 2025, HICC confirmed that the City of Sault Ste. Marie's FHNA has been completed to their satisfaction and that the City's HNA requirement under all applicable federal infrastructure funding programs is considered met.

In October 2024, City staff asked HICC whether the previously completed CHNA met federal requirements; however, HICC confirmed that the City would have to use the standardized federal template. Although the FHNA template primarily uses 2021 census data to ensure a minimum recency standard, municipalities were encouraged to provide more recent data where available. This is important for Sault Ste. Marie, as more recent population estimate data from Statistics Canada indicates considerable population growth since 2021.

With the inclusion of the post-2021 data, the FHNA's findings are largely consistent with the CHNA; however, the FHNA includes additional information not found in the CHNA, such as data specific to priority populations, more qualitative information gathered through stakeholder and public engagement, and population projections to 2031 (as opposed to 2036 in the CHNA).

Once an FHNA has been completed, it will only need to be updated every five years. While the CHNA was originally scheduled for review in July 2025, the completion of the FHNA makes it more practical to maintain and update a single housing needs assessment going forward.

Financial Implications

There are no financial implications related to this report. Having a completed FHNA on the City's website is an eligibility requirement for federal infrastructure funding.

Strategic Plan / Policy Impact / Climate Impact

This item aligns with the "Social Equity: Implement a Housing Action Plan to deliver affordable housing" goal of the Corporate Strategic Plan. The FHNA will be useful for ongoing monitoring and evaluation, helping determine whether housing policies, actions, and priorities remain aligned with community needs, or if adjustments are required. The HNA will be used to track progress over time by benchmarking and evaluating the impact of housing policies and actions specific to the Housing Action Plan, the Housing CIP, and other initiatives.

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated June 23, 2025 concerning the Federal Housing Needs Assessment be received and that Council adopt the assessment as the City's sole official housing needs assessment.

Respectfully submitted,

Steve Zuppa
Junior Planner
705.759.5279
s.zuppa@cityssm.on.ca

Housing Needs Assessment

Sault Ste. Marie (CY)

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Preface

[Canada's Housing Plan](#) and [Budget 2024](#) both signaled the Government of Canada's intent to use Housing Needs Assessments (HNAs) as a key tool in its evidence-based long-term approach to addressing housing needs across the country. This includes the renewal of the Canada Community-Building Fund and the previously announced permanent transit funding.

As the federal government strives to become a more informed investor, evidence-based tools that provide a clear assessment of local needs and gaps will be required to inform decision making. HNAs will help all levels of government understand the local housing needs of communities - how they may relate to infrastructure priorities - by providing the data necessary to determine what kind of housing needs to be built and where. The intent is to promote systematic planning of infrastructure that takes into consideration current and future housing needs.

Funding Requirement

Under the Housing Accelerator Fund, the Government of Canada currently requires funding recipients to complete an HNA by year 3 of the program, if one has not already been completed within two years of the 2022 federal budget announcement (April 7, 2022).

Going forward, HNAs will be required for:

- Communities with a population of 30,000 and over receiving funding through the Canada Community-Building Fund;
- Communities with a population of 30,000 and over receiving funding through permanent transit funding; and,
- Future federal infrastructure funding applicants as required.

Once an HNA has been completed as a federal program requirement, a community will not be required to complete a new one for other Housing, Infrastructure and Communities Canada programs, other than to update it every five years.

Purpose

When done properly and regularly, an HNA will allow a community to answer fundamental questions such as:

- Where does the greatest housing need exist in our community?
- How can we set meaningful housing targets and measure progress to support the right kind of housing for all residents?
- How much housing, which size and at what price point do we need to ensure that all current and future households can live in suitable, adequate and affordable housing?

HNAs will allow all levels of government (federal, provincial/territorial and municipal) to use this evidence base to inform their investments in enabling and supportive infrastructure as well as guide their policy and regulatory decision-making. HNAs as a tool can help communities plan for and build housing more effectively to address the needs of their residents and instill transparency and accountability across the board.

This HNA template has been informed by best practices from jurisdictions across Canada, consultations with experts, and engagements with provinces and territories. These include the City of Vancouver's [*Housing Needs Report*](#) and the City of Edmonton's [*Affordable Housing Needs Assessment*](#) (for the affordable housing side of needs assessments), as well as the Housing Research Collaborative at the University of British Columbia which brought together a national network of researchers and experts to develop the Housing Assessment Resource Tool (HART). The HART project provides formatted data from Statistics Canada on key housing indices such as core housing need for a wide variety of jurisdictions and geographic levels.

Based on these best practices, this guidance document includes the following necessary information, explained in more detail below.

1. Development and use of Housing Needs Assessments
2. Community profiles and trends
3. Household profiles and economic characteristics
4. Priority groups
5. Housing profiles
6. Projected housing needs and next steps

Communities completing an HNA as a requirement for federal infrastructure programming will be expected to complete all sections outlined in this template. Communities may use a previously completed HNA if an updated version is available; however, communities would be expected to address any gaps related to any of the sections of the guidance document – both qualitative and quantitative – between their existing HNA and this federal template. Additional details about the timelines for completion and submission of HNAs will be provided with specific infrastructure funding programs (e.g. Canada Community-Building Fund).

While responding to the written questions, please use as much space as required.

1. Methodology

In this section, applicants should outline the research methodology used to inform the completion of the assessment, where the methodology is derived from, any assumptions used, and any necessary justification. While different assessments may incorporate unique methodological elements or considerations depending on context, the following methods should generally be outlined:

- **Quantitative research** such as economic data, population and household forecasts; and,
- **Qualitative research** such as interviews, policy analysis and stakeholder engagement.

Both qualitative and quantitative aspects of this guidance document are equally important.

Communities will be required to engage with key stakeholders in the housing sector, including non-profit housing providers, developers, and public entities, as well as those with specific lived experiences, to develop a comprehensive Housing Needs Assessment (HNA). This section should include what forms of engagement were conducted, with whom, how learnings were incorporated into or informed the HNA's findings, and what engagement opportunities may exist to share findings with the community.

To the extent possible, publicly available data from the following sources will be prepopulated to facilitate automated completion of the quantitative components of the assessments:

- [Statistics Canada Census Data](#)
- [CMHC Housing Market Information Portal](#)
- [Statistics Canada Housing Statistics Dashboard](#)
- [CMHC Demographic Projections: Housing Market Insights, June 2022](#)
- [CMHC Proximity Measures Database](#)
- [Housing Assessment Resource Tool Dashboard](#)
- [Canadian Housing Evidence Collaborative – Housing Intelligence Platform](#)

In addition to this data, communities are required to incorporate internal and non-public facing, non-confidential data, into their HNAs in order to more fully capture local contexts and realities as needed.

Data fields highlighted in yellow identify where municipalities will have to source the data.

If this data is unavailable at the time of completion of the first HNA, communities are expected to collect these data points for future iterations. Other fields will be pre-populated. Fields marked with an asterisk (*) indicate data points which are unavailable from the source or suppressed due to low counts.

Please provide data from the latest census except where otherwise indicated.

1.1 Please provide an overview of the methodology and assumptions used to develop this Housing Needs Assessment, using the guidelines above. This should include both quantitative and qualitative methods. Please also identify the publicly available data sources used to complete this assessment beyond the sources listed above, if applicable.

This Housing Needs Assessment draws on both quantitative data from a variety of sources and qualitative information gathered through public engagement with service providers, community members, and other stakeholders.

The quantitative analysis of this Housing Needs Assessment includes demographic, economic, housing development, and service provider data to assess the current state of the population and housing supply, and to assist in identifying trends and gaps. This data also informs projections of future population growth and housing needs. This analysis is further supported by an existing local Housing Needs Assessment that was completed by City staff in 2023.

Key quantitative data sources include:

Statistics Canada

- Census of Canada, 2021 and 2016
- Population estimates, July 1, by census subdivision, 2021 boundaries. [Table 17-10-0155-01](#)
- Components of population change by census metropolitan area and census agglomeration, 2021 boundaries. [Table 17-10-0149-01](#)
- Consumer Price Index, Annual Average. [Table 18-10-0005-01](#)

Canada Mortgage and Housing Corporation (CMHC)

- [Housing Market Information Portal](#)
- [Housing Starts, Completions and Under Construction](#)
- [Purpose-Built Rental Housing Market Survey Data](#)

Ministry of Finance:

- [Population Projections](#)

HART Methodology (Housing Assessment Resource Tool)

- [Housing Needs Assessment Tool](#)

Canadian Real Estate Association (CREA)

- [MLS® Home Price Index](#)

City of Sault Ste. Marie

- [Building Permit Statistics](#)
- [Official Plan and Background Report](#)
- [Housing Needs Assessment 2023-2028](#)

District of Sault Ste. Marie Social Services Administration Board

- Community Homelessness Report, April 2024 to March 2025.
- Homelessness Strategy and Community Safety and Well-Being Plan, 2025
- 2024 Point-In-Time Count Homelessness Count Results

Ministry of Colleges, Universities, Research Excellence and Security

- [College Enrolment](#), April 1, 2012 - December 31, 2023
- [University Enrolment](#), April 1, 2012 - December 31, 2023

This Housing Needs Assessment is further informed by qualitative insights from housing stakeholders, including non-profit organizations, developers, public agencies, and individuals with lived experience. These insights were gathered through a number of engagement activities, as outlined in section 1.2.

1.2 Please provide an overview of the methodology and assumptions used to engage with stakeholder groups, e.g. non-profit housing organizations, in the development of this Housing Needs Assessment. This should include qualitative and quantitative methods. Please provide a description of who was engaged, the type of engagement that took place, and the nature of the engagement (e.g. interviews, consultations)

City staff have undertaken extensive public engagement over the past several years to better understand local housing needs. The insights collected through these efforts have directly informed this Housing Needs Assessment. Engagement efforts include the following:

1. *New Official Plan Development – “Shape the Sault”*

As part of the development of the City’s new Official Plan (currently draft-approved), staff led a comprehensive engagement process to gather input on

housing and other land-use related issues. Methods included open houses, public meetings, one-on-one discussions, website engagement, social media, and other consultations. Key activities include:

- Hosted 15 open houses and information sessions, many of which focused on housing, additional dwelling units, land use, rural area housing, etc.
- Published a comprehensive report on population and employment projections and future land needs (available at <https://shapethesault.ca>);
- Participated in over 40 community events to share information and receive ideas and comments;
- Collected input from more than 35 local stakeholder groups and organizations, including priority groups;
- Created an email distribution list of approximately 400 subscribers;
- Gained over 1,500 social media followers, many of whom submitted comments and ideas; and
- Engaged in more than 2,600 in-person discussions with local residents.

2. *Housing Initiatives – “Grow the Sault”*

The City also launched the “Grow the Sault” initiative, which includes the development of a Housing Action Plan, updated zoning policies, and Official Plan amendments to promote gentle density, and the creation of Strategic Development Areas (SDAs). Key engagement activities include:

- Hosted five public information sessions to gather housing needs in the community as well as opinions on financial incentives for housing development, and other initiatives. These sessions, promoted in online media, social media, and the City’s website, engaged over 200 members of the public;
- Created multiple online engagement platforms through the City’s PublicInput portal to provide information on housing initiatives and to gather public feedback and needs. Combined, these sites received a total of 4,650 visits and 530 comments;
- Attended six community events to discuss housing initiatives with the public; and
- Conducted two targeted stakeholder surveys: one for private housing developers and one for not-for-profit housing providers.

3. *Affordable Housing Task Force*

The City also established an *Affordable Housing Task Force* (AHTF) to advise on defining, incentivizing, and monitoring affordable housing in the City. The task

force meets periodically to discuss housing priorities and to provide recommendations to City Council. AHTF membership includes:

- Two City Councillors
- Representatives from:
- District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB)
- Ontario Aboriginal Housing Services (OAHS)
- Habitat for Humanity
- Community Living Algoma
- A local Housing developer
- City staff from various departments; and
- The Mayor (ex-officio).

1.3 Please provide an overview of the methodology and assumptions used to conduct engagement with the priority groups (identified in Section 4) in the development of this Housing Needs Assessment. This should include qualitative and quantitative methods. Please provide a description of who was engaged, the type of engagement that took place, and the nature of the engagement (e.g. interviews, consultations). If a private individual has been engaged, please anonymize and remove any identifying features from the narrative.

As outlined in section 1.2, priority groups were broadly and effectively engaged through the City's extensive consultation efforts on the new Official Plan and through various housing-related initiatives. These efforts allowed the City to include the perspectives of priority groups in the development of housing policy and the development of this Housing Needs Assessment. Engagement efforts included:

- *Consultation with the DSSMSSAB*, which is the housing system manager for Sault Ste. Marie. DSSMSSAB staff provided valuable insights based on their vast experience serving priority populations, including individuals experiencing homelessness, women escaping from domestic violence, those in core-housing need, requiring supportive housing, etc. Quantitative information was drawn from their client databases and tracking information, and qualitative information from client surveys and lived-experience narratives, offering a perspective on housing needs and challenges for priority populations.
- *Ongoing collaboration and consultation with the Affordable Housing Task Force*. This is a multi-stakeholder group that includes representatives from Indigenous organizations, non-profit housing providers, organizations that serve clients with developmental disabilities, low-income households, and other priority groups. The Task Force provides continuous input on policy development, housing needs, and implementation strategies.
- *Through the Official Plan consultation process*, local First Nations, education partners, and institutions such as Sault College and Algoma University were engaged in discussions. These discussions helped identify housing challenges

unique to Indigenous persons, students, young adults, and families relocating to the City for education.

- *Participation in inclusive community events.* City staff attended events such as the Loud and Proud festival to engage with members of the LGBTQ2S+ community and gather input on their specific housing concerns. This outreach helped ensure that housing policy considers the experiences of individuals who may face discrimination or systemic barriers in accessing stable and appropriate housing.
- *Many discussions were held with residents* across the City regarding lived experiences, firsthand accounts, and housing concerns. As part of the above-mentioned projects and consultation efforts, many members of the priority groups were engaged and consulted, allowing the City to gain a wide range of perspectives across the population.

The City is committed to ongoing outreach and engagement with local organizations, service providers, and community groups. These efforts will continue to inform data collection, policy development, and housing program implementation, ensuring that housing initiatives reflect the diverse and evolving needs of Sault Ste. Marie's population.

2. Community Profile and Trends

In this section, communities are expected to tell their housing story through the lenses of their community and household profiles using both qualitative and quantitative data. Communities may structure this information in different ways, including by providing past benchmarks, present figures, future projections, and current growth rates at a local, regional and provincial level.

2.1 Please detail the existing municipal housing policy and regulatory context, such as approved housing strategies, action plans and policies within Official Community Plans.

Local Housing Needs Assessment (2023-2025)

As part of the City's Housing Accelerator Fund (HAF) – Round 1 application, staff completed the Sault Ste. Marie Housing Needs Assessment (SSMHNA), 2023-2025. The SSMHNA contains the most up-to-date data on population, household sizes and types, local housing stock, as well as an analysis on housing supply, demand, and affordability. Population and housing projections up to 2036 are included to assist in determining the future housing needs of the community. Key findings of the SSMHNA are as follows:

- Sault Ste. Marie has experienced population growth since 2018 and is projected to increase by 8,400 people by 2036;
- Household sizes are decreasing. There are many one-person households living in 3+ bedroom homes;
- Most of the local housing stock was built before 1980 and many units are in need of major repairs;
- Household incomes are rising but not keeping pace with provincial trends or local housing costs;
- There is an increasing need for supportive housing and subsidized housing;
- Housing resale prices have risen much faster than household incomes;
- Rental rates are growing quickly, creating an affordability gap for the “missing middle”;
- Rental demand has outpaced supply, with low vacancy rates and higher core housing need among renters;
- Both rental and freehold housing are needed to meet current and future demand.

Housing Action Plan (2023-2028)

Adopted by Council on December 11, 2023, the Housing Action Plan (the Plan) outlines strategies to increase housing supply, address gaps identified in the HNA, and meet the provincial target of 1,500 new homes by 2031. The Plan was developed by City staff, through consultation with the Affordable Housing Task Force, as well as stakeholders and the public. These groups provided critical insights and have recommended innovative housing strategies and solutions to the housing challenges faced in Sault Ste. Marie.

The Vision statement of the Plan is “that all residents of the City have equitable access to housing that is safe, adequate, and affordable.” The Plan includes five goals to achieve this vision:

- 1) Increase the housing supply to meet demand and address affordability issues;
- 2) Streamline the approvals process;
- 3) Collaborate and build partnerships with housing stakeholders;
- 4) Seek out funding, engage in planning and monitoring; and
- 5) Educate the public on housing challenges and increase awareness of the Plan.

To reach these goals, the Plan proposes ten actions and additional sub-actions. Key policies and priorities of the Plan include:

1. *Zoning By-law and Official Plan Amendments - “Gentle Density and Regulatory Flexibility”*

On March 18, 2024, the City amended the Zoning By-law to eliminate exclusionary zoning and increase housing supply by allowing small-scale residential intensification without the need for planning approvals. This includes permitting four or more units as-of-right on all residential, commercial, and institutional lots, enabling a variety of residential building types on urban lots while focusing on performance standards like setbacks and building heights. For low-density residential lots, the maximum height has been increased from 2 to 3 stories, increasing development opportunities. Additionally, the amendments will reduce restrictions in Commercial and Institutional zones to allow for more flexible residential uses. These changes aim to encourage gentle density development and streamline the housing project approval process.

2. *Delineation of Strategic Development Areas (SDAs)*

On May 13, 2024, Council approved an Official Plan amendment aimed at encouraging residential intensification and infill development within areas of the City that have access to services and amenities within a safe-walkable distance. The SDAs have become the focus areas for accommodating intensification and higher-density mixed-use development through various means. Intensification opportunities include the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings.

3. *Establishment of Financial Incentives for Housing*

On August 12, 2024 Council approved the Housing Community Improvement Plan (CIP), establishing three financial incentive programs designed to increase the housing supply, while focusing on affordable units and developments within the SDAs:

- A Per-door Grant for developments that create up to four new dwelling units. This grant proposes to incentivize the creation of affordable units anywhere within the Community Improvement Project Area and market-rate units within the First Neighbourhoods (Precinct 1) of the City;

- A Tax Increment Equivalent Grant (TIEG) for developments that create five or more new units. This grant will provide tax rebates on a declining basis over a fixed term, awarding additional tax rebate years for developments with a higher percentage of affordable units and those within the Strategic Development Areas of the City; and
- The Sault Foundations program which assists not-for-profit entities with examining the feasibility of constructing new dwelling units on their properties.

These incentives aim to increase housing supply at minimal cost to the City while stimulating redevelopment and economic growth.

New Official Plan (Draft Approved)

A new Official Plan is underway and expected to be adopted in mid-2025. It includes housing-specific policies aimed at promoting diverse, affordable, and accessible housing options across the community. Key housing policies include:

- 1) Ensuring that the residential land supply supports adequate choice and affordability in the housing marketplace.
- 2) Promoting and fostering the development of a diverse mix of housing types and tenures.
- 3) Encouraging infill development and residential intensification within the Urban Settlement Area.
- 4) Encouraging mixed-use development.
- 5) Supporting the creation of additional rental and affordable housing.
- 6) Supporting innovation in housing design and development.
- 7) Supporting and promoting accessibility within the housing market for persons with disabilities.

Furthermore, the City will collaborate with service providers across the entire housing spectrum, including supportive housing, student housing, emergency housing, and other specialized housing types.

2.2 Community Profile

2.2.1 Population		
Characteristic	Data	Value
Total Population (Number)	2016	73,368
	2021	72,051
Population Growth (Number)	Total	-1,317
	Percentage	-1.8

2.2.1 Population		
Characteristic	Data	Value
Age (Years)	Average	45.4
	Median	47.2
Age Distribution	0 - 14 years	10,250
	15 - 64 years	43,870
	65+ years	17,925
Mobility	Non-movers	62,445
	Non-migrants	5,655
	Migrants	2,060

2.2.2 Demographic Information		
Characteristic	Data	Value
Immigrants	Total	5,990
Non-Immigrants	Total	63,820
Recent Immigrants (2016-2021)	Total	590
Interprovincial migrants (2016-2021)	Total	830
Indigenous Identity	Total	8,430

The Census 2021 indicates that the City experienced population decline between 2016 and 2021, driven by an aging population and very limited in-migration as compared to previous decades. This suggests that there is a reduced overall housing demand in the City and a need to adapt existing housing stock to better meet the needs of older residents and smaller households.

However, it is important to note that these Census population figures do not accurately reflect more recent population trends in the community. More current estimates from Statistics Canada's *Annual Demographic Estimates for Subprovincial Areas* (ADEs) show that the City's population has grown significantly since 2021.

According to the ADEs Sault Ste. Marie's population reached 80,740 in 2024, representing an 8.1% increase from 2021 (Figure 2.2.3).

2.2.3 Annual Population Estimates and Census Population Counts – City of Sault Ste. Marie, 2011 to 2024

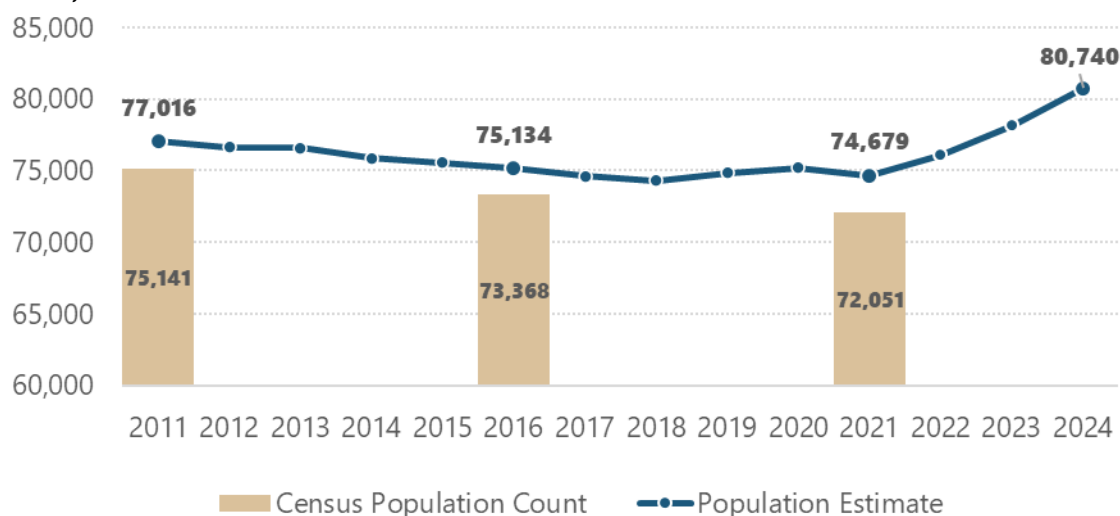


Figure 2.2.4 shows the estimated year-over-year population change in Sault Ste. Marie up to 2023/24. After a period of population decline, Sault Ste. Marie started to grow in 2018. This upward trend was temporarily disrupted during the first year of the COVID pandemic (between 2020 and 2021), when the City experienced a population loss of 528 people. However, the data shows a steady increase in population in the following years.

2.2.4 Estimated Annual Change in Population – City of Sault Ste. Marie, 2011/12 to 2024/24

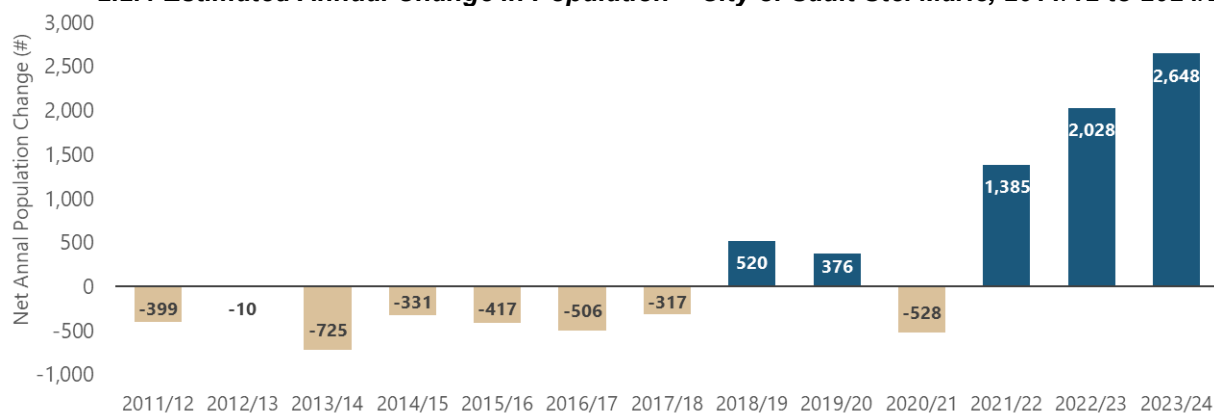
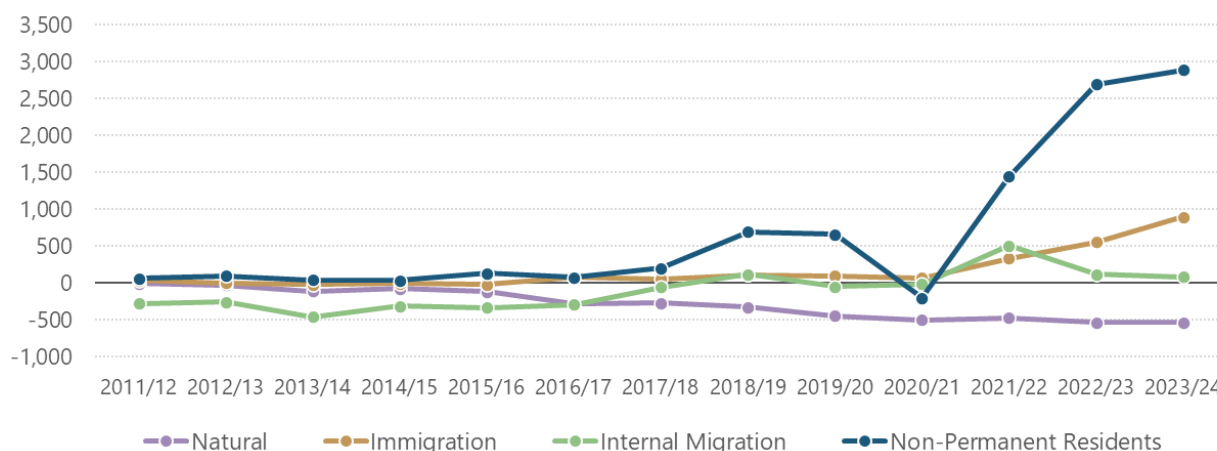


Figure 2.2.5 shows the estimated annual change in population for the Sault Ste. Marie Census Agglomeration (CA) from 2011/12 to 2023/24, broken down by key components: natural change, immigration, internal migration, and non-permanent residents. A value below zero in the chart refers to a net loss of that population group, while a value above zero refers to a net gain of that population group for the year. (Note: Although this data is not available at the City level, approximately 92.4% of the CA's population lives within the City of Sault Ste. Marie.)

Sault Ste. Marie has an aging population. This data shows that Sault Ste. Marie is not experiencing natural population growth, as deaths have outnumbered births by almost 2 to 1 in recent years. As a result, Sault Ste. Marie must rely on internal migration, immigration, and the arrival of non-permanent residents to offset natural population decline and support overall growth.

2.2.5 Components of Population Change – Sault Ste. Marie CA, 2011/12 to 2023/24



According to the 2021 Census, 11.7% of Sault Ste. Marie’s population identifies as Indigenous. However, this figure may be underreported due to systemic barriers, concerns with the usage of the data, and other data limitations. This highlights a need for targeted, inclusive housing strategies featuring culturally appropriate housing design, affordable housing initiatives, and collaboration with Indigenous housing organizations.

2.3 How have population changes in your community as illustrated by the above data impacted your housing market?

Between 2011/12 and 2016/17, internal out-migration was a driver of population loss in Sault Ste. Marie. This means that during this period, more people moved from Sault Ste. Marie to other parts of Ontario/Canada than moved into the City from those areas. However, this trend reversed starting in 2018/19, when internal migration turned net-positive, indicating that more people began relocating to Sault Ste. Marie than leaving. The year 2021/22 also showed a net-positive year in internal migration.

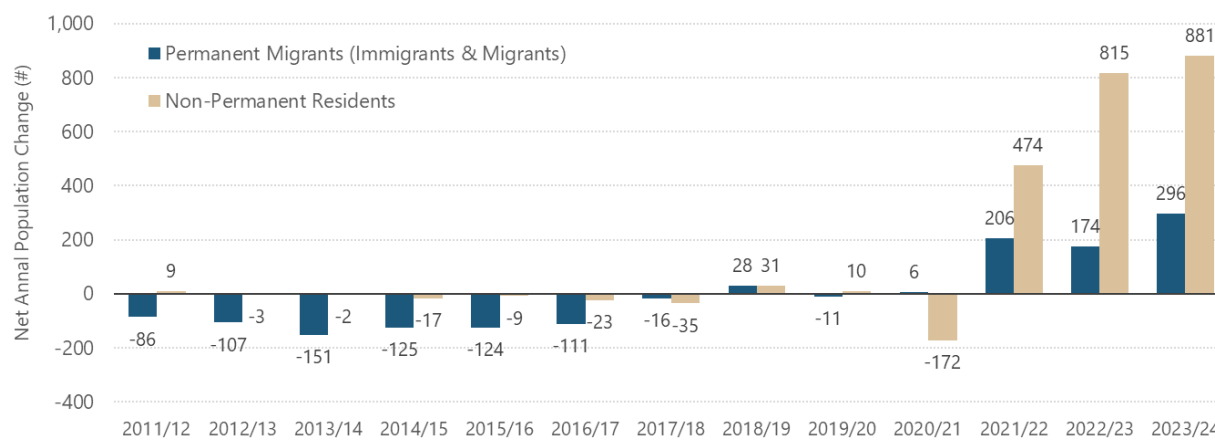
Several factors contributed to the attractiveness of relocating to Sault Ste. Marie, including education and employment opportunities (including the opportunity to work remotely). The City has relatively more affordable housing prices compared to southern Ontario markets, which has drawn migrants in recent years. However, this has placed pressure on the housing supply and has contributed to an increase in housing prices and rental rates. One of the most prevailing opinions expressed during public consultations is that the availability of rental units is very limited and rental rates and housing prices have become too high.

Sault Ste. Marie has also become a draw for immigrants and non-permanent residents. Since 2017/18, non-permanent residents have been the largest contributor to population

growth; however, the COVID-19 pandemic interrupted this trend in 2020/21. This demographic shift is significant as non-permanent residents are more likely to rent their homes and are typically in the 20 to 34 year age group.

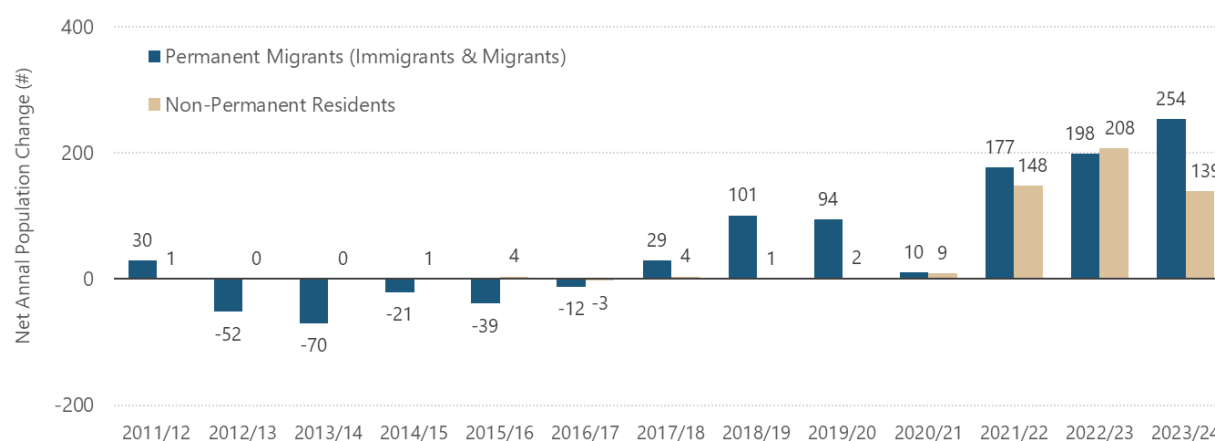
Historically, persons aged 25 to 34 years old tended to migrate away from Sault Ste. Marie. In recent years, there has been a net increase in this key demographic, driven by a shift in migration trends and the influx of non-permanent residents (Figure 2.3.1). This age group is significant in starting households and families, placing a growing demand on the rental market and the first-time home buyers' market.

2.3.1 Estimated Net Permanent Migrants (Interprovincial, Intraprovincial Migrants and Immigrants), and Non-Permanent Residents, 25 to 35 Years Old - 2011/12 to 2023/24



Similarly, there has been a net increase in children aged 0 to 14 in Sault Ste. Marie since 2017/18 (Figure 2.3.2). This indicates that more families are moving to the City from other parts of Ontario/Canada and from international locations. Families with children aged 0 to 14 require larger dwellings, typically those with two or more bedrooms.

2.3.2 Estimated Net Permanent Migrants (Interprovincial, Intraprovincial Migrants and Immigrants), and Non-Permanent Residents, 0 to 14 Years Old - 2011/12 to 2023/24



The notable trends are as follows:

- Population growth (especially since 2020) is driving higher housing demand;
- The younger working-age population (25–34) is rapidly increasing in recent years, which drives demand for rentals and starter homes;
- Seniors are living longer and aging in place, potentially limiting housing turnover. Some seniors have also expressed concerns about a lack of units in which to downsize, particularly affordable units;
- Family-age cohorts are growing, supporting the need for larger or family-friendly housing;
- Housing stock turnover may not keep pace with demographic shifts, especially as entry-level and senior-accessible homes face high demand;
- Rental rates are growing quickly, creating an affordability gap for the “missing middle”;
- Rental demand has outpaced supply, with low vacancy rates and higher core housing need among renters; and
- Both rental and freehold housing are needed to meet current and future demand.

3. Household Profiles and Economic Characteristics

This section should provide a general overview of income, housing and economic characteristics of the community being studied. Understanding this data will make it easier to observe the incidence of housing need among different socio-economic groups within the community. Income categories could be used for this analysis and can be completed in accordance with the HART methodology and CMHC data.

Area Median Household Income (AMHI) can be used as the primary basis for determining income brackets (as a percentage of AMHI) and corresponding housing cost ceilings.

This section should also outline the percentage of households that currently fall into each of the income categories previously established. This will allow a better understanding of how municipalities compare to Canadian averages, and the proportion of households that fall into each household income category. This will also allow for a better understanding of drop-off levels between total households and the number of units required to meet anticipated need or demand in each category. Housing tenures allow for the comparison of renter and owner-occupied households experiences and is important for understanding a community's housing context.

Using a stratified, income-based approach to assessing current housing needs can enable communities to target new housing development in a broader and more inclusive and equitable way, resulting in housing that can respond to specific households in core housing need. This is shown in the next section.

3.1 Household Profiles

3.1.1 Household Income and Profile		
Characteristic	Data	Value
Total number of households	2016	32,634
	2021	32,530
Household income (Canadian dollars per year)	Average	89,600
	Median	73,000
Tenant Household Income (Canadian dollars per year, Only Available at Census Agglomeration Level)	Average	51,000 (Sault Ste. Marie Census Agglomeration)
	Median	42,000 (Sault Ste. Marie Census Agglomeration)
Owner household income (Canadian dollars per year, Only Available at Census Agglomeration Level)	Average	108,100 (Sault Ste. Marie Census Agglomeration)
	Median	94,000 (Sault Ste. Marie Census Agglomeration)
Average household size (Number of members)	Total	2.2
Breakdown of household by size (Number of households)	Total	32,530
	1 person	11,075
	2 persons	11,810
	3 persons	4,625
	4 persons	3,525
	5 or more persons	1,490
Tenant households (Number of households)	Total	10,315
	Percentage	31.709
Owner households (Number of households)	Total	22,215
	Percentage	68.291

3.1.1 Household Income and Profile		
Characteristic	Data	Value
Percentage of tenant households in subsidized housing	Percentage	22
Households within 800m of a higher-order/high frequency transit stop or station (#)	Total	0
Number of one-parent families	Total	4,180
	Percentage	20.336
Number of one-parent families in which the parent is a woman+	Total	3,235
Number of one-parent families in which the parent is a man+	Total	950
Number of households by Income Category	Very Low (up to 20% below Area Median Household Income (AMHI))	920
	Low (21% – 50% AMHI)	5,710
	Moderate (51 – 80% AMHI)	6,195
	Median (81% - 120% AMHI)	6,595
	High (>120% AMHI)	12,995

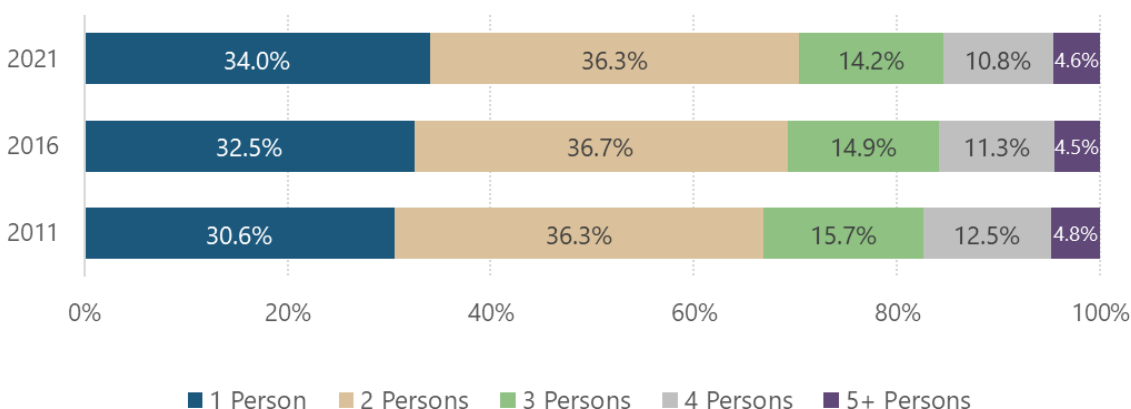
3.2 Please provide context to the data above to situate it within your municipality. For example, is there a significant number of one-parent families? Are owner household incomes far surpassing tenant household incomes?

Household Size

The average household size in Sault Ste. Marie is smaller than the provincial average. In 2021, there were 32,530 occupied dwellings in Sault Ste. Marie, down slightly from 32,635 in 2016. The average household size remained steady at 2.2 persons per household in 2016 and 2021, compared to Ontario's average of 2.6 persons per household in 2021.

Figure 3.2.1 shows growth in the proportion of one-person households in Sault Ste. Marie between 2011 and 2021. This trend is expected to continue as the baby boomer generation ages and living alone remains most common among seniors. Additionally, the number of younger adults (aged 25 to 34) living alone increased, with approximately 1,175 persons in 2021 as opposed to 905 persons in 2011.

3.2.1 Household Size – City of Sault Ste. Marie 2011 to 2021



The rise in one-person households may indicate a growing demand for smaller units, such as one-bedroom apartments, studios, or Accessory Dwelling Units (ADUs). This trend also supports the opportunity to encourage “gentle density” infill development (such as multiplexes, townhouses) that better accommodate smaller households and allow seniors to age in place within their neighbourhoods.

Family Structure – Lone-Parent Families

The City of Sault Ste. Marie has a lower percentage of couple families (79.7%) and a higher percentage of lone-parent families (20.3%) in comparison to Ontario (82.9% and 17.1% respectively).

Over three-quarters of lone-parent families are female-led, a group that is often overrepresented among low-income renters. This may demonstrate a need for additional affordability programs for single mothers and other vulnerable family types.

Income Disparity Between Tenants and Owners

There is a significant income gap between homeowners and renters, as homeowners, on average, earn more than twice as much as renters. Nearly one-third of households are renters, and approximately one in five tenant households live in subsidized housing. This indicates heightened financial vulnerability among renters to rental rate increases, rising utility costs, and core housing need. This data supports the need for expanding affordable and non-market rental housing options.

3.3 Suppression of household formation (e.g., younger people living with their parents due to affordability pressures) and housing demand (e.g., “driving until you qualify”) can both indicate strained local housing market conditions. Please provide any data or information that speaks to how suppression of the formation of new households and suppression of housing demand has impacted your community since 2016, and how projected formation patterns are expected to be impacted over the next 5 to 10 years. Please indicate methods used to determine expected household formation, such as calculating headship rates broken down by specific age estimate impacts.¹

3.3.1 Household Formation						
HH* Head Age Category	2016			2021		
	Pop.	Headship Rate (%)	Households	Pop.	Headship Rate (%)	Households
15 to 24	8,370	12.9%	1,080	7,545	12.3%	930
25 to 34	8,250	46.4%	3,830	8,505	46.6%	3,960
35 to 44	8,015	55.3%	4,435	8,100	55.6%	4,505
45 to 54	10,085	58.3%	5,880	8,230	58.9%	4,845
55 to 64	11,800	59.4%	7,015	11,485	58.7%	6,745
65 to 74	8,550	63%	5,390	9,725	63.5%	6,175
75 to 84	5,355	66.1%	3,540	5,600	67.7%	3,790
85 plus	2,490	58.8%	1,465	2,605	60.8%	1,585

¹ We recognize that some municipalities may not have this data available at the time of completion, but encourage them to do their best in addressing this question. Municipalities will be expected to build this expertise in subsequent iterations of their Housing Needs Assessments.

3.3.2 Household suppression							
HH* Head Age Category	2006 Actual		2021 Actual		2021 Household Suppression		
	Pop.	HHs*	Pop.	HHs*	Headship Rate (%, 2006)	Potential HHs* (2021)	Suppressed HHs* (2021)
15 to 24	9,865	975	7,545	930	9.9%	745.7	0
25 to 34	7,590	3,445	8,505	3,960	45.4%	3,860.3	0
35 to 44	9,980	5,515	8,100	4,505	55.3%	4,476.1	0
45 to 54	12,500	6,980	8,230	4,845	55.8%	4,595.6	0
55 to 64	9,710	5,675	11,485	6,745	58.4%	6,712.4	0
65 to 74	7,165	4,650	9,725	6,175	64.9%	6,311.4	136.4
75 plus	6,705	4,515	8,205	5,375	67.3%	5,525.1	150.1
Total							286.5

*Household/Households

It is important to note that the household formation and suppression data in the tables above are based on the 2021 Census. While headship rates have changed little between 2016 and 2021, they may not accurately reflect the current situation in Sault Ste. Marie.

As stated in Section 2 of this Housing Needs Assessment, migration and population growth trends have shifted significantly since that time. Furthermore, as shown later in this report, average rental rates and home resale prices have increased considerably since 2021. With current vacancy rates below 2% and limited purpose-built rental construction between 2020 and 2023, housing supply challenges have intensified. This concern was expressed by residents at community consultations, where residents frequently stated that it is difficult to find rental accommodations and those on the market are much more expensive than in recent years.

Furthermore, the majority of homes in the City are single-detached dwellings (65%) followed by apartments/flats in duplexes (26%), semi-detached dwellings (5.6%), and row houses (2.9%). Overall, few new dwellings were built between 2016 and 2022, as detailed in section 5.3 of this report.

In terms of household formation and suppression by age group:

- *Age 15-24 years:* An overall low headship rate is expected among this age group due to ongoing education or early career stages. The headship rate has remained stable between 2016 and 2021, indicating there are no major barriers

shown in the data. However, it is expected that this age group will head fewer households in future years due to rising housing costs and a shortage of affordable rental or starter housing.

- *Age 25-34 years:* This group represents young adults entering independence. Headship rates have increased among this group; however, it is expected that this age group will form fewer households in future years as housing prices have outpaced income growth. Census data² and public consultations show this group is more likely to live in apartments and attached dwellings than older working-age adults. As migration to Sault Ste. Marie increases (from other parts of Ontario, immigrants, and non-permanent residents), additional housing of various types and tenures is needed to avoid an increase in suppressed households in this age group.
- *Age 65 to 74 years and Age 75+ Years* – The above tables as well as Section 2 of this Housing Needs Assessment show that Sault Ste. Marie has a rapidly aging population. Table 3.3.2 shows that there is household suppression in these age groups, indicating that there is an undersupply of senior-friendly units within the City. This suggests some seniors may be delaying downsizing or unable to access suitable housing due to lack of housing supply and affordability issues. It may also suggest a lack of supportive or assisted living options with more seniors living with family or in care institutions.

Rising demand for apartments and smaller dwellings due to the aging of the population and younger adults seeking rentals, combined with limited recent housing construction, is likely to worsen household suppression across multiple age groups. Senior-friendly and affordable housing options are especially needed to respond to changing demographics and avoid further strain on the housing system.

² Statistics Canada - Structural type of dwelling, age and gender: Canada, provinces and territories, census divisions and census subdivisions – Census 2021 – accessed via: <https://ouvert.canada.ca/data/dataset/941603b8-49d6-4ac2-a03a-7d6117ca71f3>

3.4 Economic Conditions

3.4.1 Economy and Labour Force		
Characteristic	Data	Value
Number of workers in the Labour Force	Total	33,210
Number of workers by industry (Top 10 only)	Health care and social assistance	5,835
	Retail trade	4,580
	Manufacturing	3,315
	Educational services	2,805
	Accommodation and food services	2,310
	Construction	2,140
	Public administration	2,050
	Administrative and support, waste management and remediation services	1,400
	Other services (except public administration)	1,355
	Professional, scientific and technical services	1,330
Unemployment rate and participation rate (Percent)	Unemployment rate	12.993
	Participation rate	54.897
All classes of workers (Number)	Total	32,355
Employees (Number)	Total	29,685
Permanent position (Number)	Total	25,010
Temporary position (Number)	Total	4,675
Fixed term (1 year or more, Number)	Total	1,350

3.4.1 Economy and Labour Force		
Characteristic	Data	Value
Casual, seasonal or short-term position (less than 1 year, Number)	Total	3,320
Self-employed (Number)	Total	2,675
Number of commuters by commuting destination	Within census subdivision	20,370
	To different census subdivision	600
	To different census division	195
	To another province/territory	60
Number of commuters by main mode of commuting for the employed labour force with a usual place of work or no fixed workplace address	Car, truck or van	21,745
	Public transit	690
	Walked	990
	Bicycle	230
	Other method	330

3.5 How have labour conditions (e.g., prevalence of precarious employment, temporary or seasonal workforces, reliance on sectors such as natural resources, agriculture, tourism, etc.) in your community impacted housing supply and demand?

The labour market of Sault Ste. Marie has traditionally depended on the manufacturing sector, specifically steel production and related industries. This sector employs approximately 10% of the City's labour force. These jobs tend to offer stable, full-time employment with wages above the local average. As a result, workers in this sector typically have greater purchasing power and is more likely to enter or remain in the homeownership market. While this has created a persistent demand for single-detached homes and larger freehold units, the volatility of the steel and related manufacturing industries introduces a layer of economic uncertainty into the community, leading to fluctuations in housing demand.

In contrast, the service sector represents the largest share of the local workforce, including health care and social assistance, retail, accommodation and food services. Many of these jobs are lower-wage or moderate-wage, and in some cases, precarious.

This drives significant demand for affordable rental housing, entry-level ownership options, and/or affordable freehold dwellings.

Furthermore, approximately 14% of all employment in the City is temporary, including fixed-term, seasonal, or casual employment. This is especially common in the retail, food service, and tourism sectors. As a result, there is increased demand for flexible, affordable housing options to accommodate workers who face job instability or fluctuating incomes.

The relatively high unemployment rate (approximately 13%), low participation rate (approximately 55%) and aging population also indicate economic vulnerability, which in turn constrains housing demand for ownership and reinforces the need for affordable rental options, especially for individuals on fixed or limited incomes.

Furthermore, there has recently been an influx of in-migrants to the City. Anecdotal evidence and public consultations have shown an increase of remote workers relocating from other parts of Ontario. Drawn by relatively affordable housing and family connections to the area, this population contributes to housing demand. While this trend was accelerated by the COVID-19 pandemic, evidence suggests the proportion of remote workers is roughly double that of pre-pandemic times.³

Despite rising demand, the current housing supply (especially purpose-built rental housing) has not kept pace. While new apartment construction has picked up since 2024, low vacancy rates and increasing rents have created mounting affordability challenges, particularly for those in precarious employment or with lower incomes.

3.6 Households in Core Housing Need

A household is considered to be in core housing need if it meets two criteria:

1. A household is below one or more of the national adequacy, suitability and affordability standards; and,
2. The household would have to spend 30% or more of its before-tax household income to access local housing that meets all three standards.

Housing is considered to be affordable when housing costs less than 30% of before-tax household income. Housing is considered to be suitable when there are enough bedrooms for the size and make-up of the household. Housing is considered to be adequate when it is not in need of major repairs. Determining the percentage of core housing need would facilitate comparison with forecasts of population growth and household formation, in turn enabling more accurate projection of anticipated housing needs broken down by different factors such as income, household size and priority population, as explained below. It is important to note that official measures of those in core housing need exclude key groups, including those experiencing homelessness, students living independently of their guardians, people living in congregate housing,

³ Statistics Canada. More Canadians Commuting in 2024. Accessed via: <https://www150.statcan.gc.ca/n1/daily-quotidien/240826/dq240826a-eng.htm>

and migrant farm workers. This means that core housing need figures may underestimate overall housing need. Due to this, communities should also strive to include as much information as possible about these groups in the Priority Groups section below, in order to provide a comprehensive picture of who is affected by core housing need.

Please use the following section to insert the following Housing Assessment Resource Tools Data Tables ([Housing Needs Assessment Tool | Housing Assessment Resource Project](#))

Income Categories and Affordable Shelter Costs:

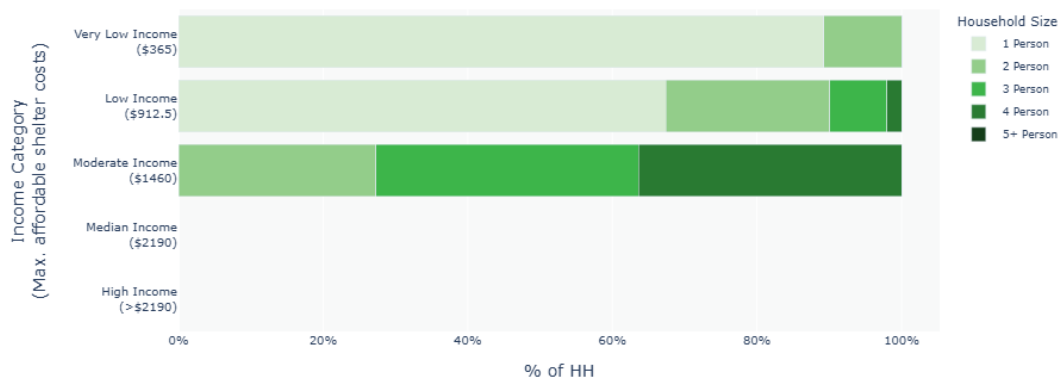
3.6.1 Income Categories and Affordable Shelter Costs		
Income Category, relative to Area Median Household Income (AMHI)	Annual Household Income (Canadian Dollars per Year)	Affordable Shelter Cost (Canadian Dollars per Month)
Very Low Income (20% or less of AMHI)	<= \$14,600	<= \$365
Low Income (21% to 50% of AMHI)	\$14,600 - \$36,500	\$365 - \$913
Moderate Income (51% to 80% of AMHI)	\$36,500 - \$58,400	\$913 - \$1,460
Median Income (81% to 120% of AMHI)	\$58,400 - \$87,600	\$1,460 - \$2,190
High Income (121% or more of AMHI)	>= \$87,601	>= \$2,191

Source: Housing Assessment Resource Project (HART)

Percentage of Households in Core Housing Need, by Income Category and Household Size:

3.6.2 Percentage of Households (HH) in Core Housing Need (CHN), by Income Category and Household Size						
Income Category	Affordable Shelter Cost (Canadian Dollars per Month)	1 Person HH	2 Person HH	3 Person HH	4 Person HH	5+ Person HH
Very Low Income (20% or less of AMHI)	<= \$365	89.2%	10.8%	0%	0%	0%
Low Income (21% to 50% of AMHI)	\$365 - \$913	67.4%	22.6%	7.9%	2.1%	0%
Moderate Income (51% to 80% of AMHI)	\$913 - \$1,460	0%	27.3%	36.4%	36.4%	0%
Median Income (81% to 120% of AMHI)	\$1,460 - \$2,190	*	*	*	*	*
High Income (121% or more of AMHI)	>= \$2,191	*	*	*	*	*

Percentage of Households in Core Housing Need, by Income Category and HH Size, 2021
Sault Ste. Marie CY (CSD, ON)



Source: Housing Assessment Resource Project (HART) - <https://hart.ubc.ca/housing-needs-assessment-tool/>

2021 Affordable Housing Deficit:

3.6.3 2021 Affordable Housing Deficit by Household (HH)						
Income Category	Affordable Shelter Cost (Canadian Dollars per Month)	1 Person HH	2 Person HH	3 Person HH	4 Person HH	5+ Person HH
Very Low Income (20% or less of AMHI)	<= \$365	415	50	0	0	0
Low Income (21% to 50% of AMHI)	\$365 - \$913	1,150	385	135	35	0
Moderate Income (51% to 80% of AMHI)	\$913 - \$1,460	0	15	20	20	0
Median Income (81% to 120% of AMHI)	\$1,460 - \$2,190	0	0	0	0	0
High Income (121% or more of AMHI)	>= \$2,191	0	0	0	0	0
Total		1,560	455	150	50	0

Source: Housing Assessment Resource Project (HART) - <https://hart.ubc.ca/housing-needs-assessment-tool/>

3.6.1 Households in Core Housing Need		
Characteristic	Data	Value
Affordability – Owner and tenant households spending 30% or more on shelter costs (# and %)	Total	5,220
	Percentage	16.1
Affordability – Owner and tenant households spending 30% or more on shelter costs and in core need (# and %)	Total	2,075
	Percentage	6.5
Affordability – Tenant households spending 30% or more of income on shelter costs (# and %)	Total	3,505
	Percentage	34.2
Affordability – Tenant households spending 30% or more of income on shelter costs and in core need (# and %)	Total	1,510
	Percentage	4.7
Affordability – Owner households spending 30% or more of income on shelter costs (# and %)	Total	1,715
	Percentage	7.7
Affordability – Owner households spending 30% or more of income on shelter costs and in core need (# and %)	Total	565
	Percentage	1.8
Adequacy – Owner and tenant households in dwellings requiring major repair (# and %)	Total	2,320
	Percentage	7.1
Adequacy – Owner and tenant households in dwellings requiring major repair and in core need (# and %)	Total	420
	Percentage	1.3
Adequacy – Tenant households in dwellings requiring major repairs (# and %)	Total	875
	Percentage	8.5
Adequacy – Tenant households in dwellings requiring major repairs and in core need (# and %)	Total	275
	Percentage	0.9
Adequacy – Owner households in dwellings requiring major repairs (# and %)	Total	1,445
	Percentage	6.5
Adequacy – Owner households in dwellings requiring major repairs and in core need (# and %)	Total	145
	Percentage	0.4
Suitability – Owner and tenant households in unsuitable dwellings (# and %)	Total	895
	Percentage	2.8
Suitability – Owner and tenant households in unsuitable dwellings and in core need (# and %)	Total	90
	Percentage	0.3
Suitability – Tenant households in unsuitable dwellings (# and %)	Total	605
	Percentage	5.9
Suitability – Tenant households in unsuitable dwellings and in core need (# and %)	Total	85
	Percentage	0.3
Suitability – Owner households in unsuitable dwellings (# and %)	Total	295
	Percentage	1.3
Suitability – Owner households in unsuitable dwellings and in core need (# and %)	Total	0
	Percentage	0
Total households in core housing need	Total	2,225

Percentage of tenant households in core housing need	Percentage	15.9
Percentage of owner households in core housing need	Percentage	2.8

Source: Housing Assessment Resource Project (HART) - <https://hart.ubc.ca/housing-needs-assessment-tool/>

3.7 Please provide any other available data or information that may further expand on, illustrate or contextualize the data provided above.

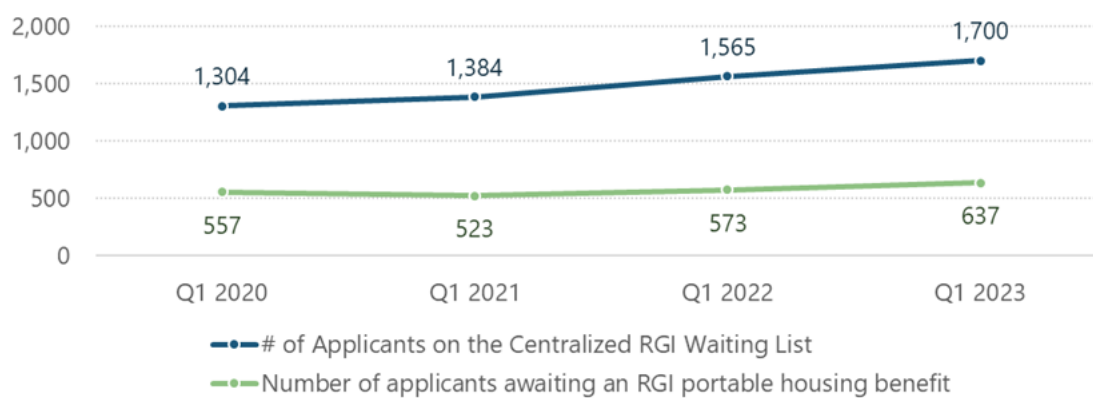
The above data shows that low- and very low-income households in core housing need are typically one-person households. This reflects both affordability challenges and a mismatch between household size and available housing options.

While Sault Ste. Marie has a lower share of households in unaffordable housing compared to the Ontario average, this is largely due to lower homeownership costs in the region. The cost of owning a home is considerably lower in Sault Ste. Marie than in many other parts of Ontario.

Rental households are significantly more likely to be in core housing need than owner households. In 2021, 34.2% of renters were living in unaffordable units, with 15.9% of renter households in core housing need, five times the rate of owners (2.8%). It is important to note that the percentage of tenant households spending more than 30% on housing in Sault Ste. Marie (34.2%) was comparable to Ontario (38.4%). This suggests that while average rental rates are lower in Sault Ste. Marie than many other parts of Ontario, rental incomes are also typically lower.

Demand for subsidized housing in Sault Ste. Marie exceeds supply. At the end of quarter 1 of 2023, there were 1,700 households waiting for subsidy (Figure 3.7.1). This represents 5.2% of all households in the city. The waitlist is up by 30.4% (+396 units) from end of quarter 1 of 2020. About two-thirds of those waiting for a unit are seeking a one-bedroom unit and approximately one-third of those on the waitlist are seniors (60+). In some cases, those on the waitlist may already occupy a subsidized unit and wish to move to a different unit to better suit their needs. Ontario Aboriginal Housing Services (OAHS) has also indicated they have a substantial waitlist for housing, particularly for 1 and 2 bedroom units; however, those figures are not included in the following chart.

3.7.1 Waitlist for Housing Subsidies – Sault Ste. Marie, 2020 to 2023

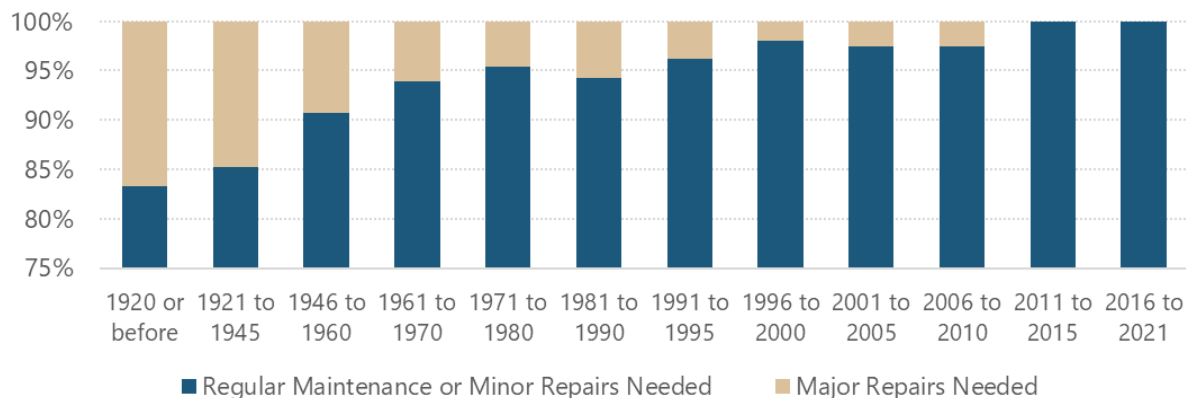


Source: DSSMSSB, 2023

Living in a dwelling that requires major repair affects the quality of life for the occupants. The classification “major repairs needed” includes dwellings with defective plumbing or electrical wiring and dwellings needing structural repairs to walls, floors or ceilings. Approximately 7.1% of all dwellings in Sault Ste. Marie (2,315 dwellings) were in need of major repairs in 2021; which includes 8.5% of tenants and 6.5% of owners. It is important to note that in 2021, there were 275 tenant households that were both in need of major repair and in core housing need, suggesting poor housing quality is a serious issue for lower-income renters. This was supported by comments received through public consultation efforts.

This percentage of dwellings requiring major repair is comparatively higher than the Ontario average of 5.7% of dwellings. Nearly one-third of Sault Ste. Marie homes requiring major repairs (650 dwellings) were built before 1945 (3.7.2). This is typical as older housing stock may require more maintenance and capital investment.

3.7.2: Condition of Housing by Period of Construction – Sault Ste. Marie, 2021



Source: Statistics Canada. Table 98-10-0233-01.

4. Priority Groups

There are 12 groups that CMHC defines as priority populations for affordable homes: groups who face a proportionally far greater housing need than the general population. There is also a 13th group, women-led households and specifically single mothers, implied in the National Housing Strategy which targets 33% (with a minimum of 25%) of funding going to housing for women-led households. Priority population groups are:

- Women and children fleeing domestic violence
- Women-led households, especially single mothers
- Seniors 65+
- Young adults aged 18-29
- Indigenous Peoples
- Racialized people
- Recent immigrants, especially refugees
- LGBTQ2S+
- People with physical health or mobility challenges
- People with developmental disabilities
- People dealing with mental health and addictions issues
- Veterans
- People experiencing homelessness

Census data does not disaggregate core housing need data by all priority populations, including veterans, individuals who identify as LGBTQ2S+, survivors of domestic violence, and individuals experiencing homelessness. Many households may have members in multiple priority categories which may also not be represented in the data. With these limitations in mind, information on housing need by priority population would be helpful for developing inclusive housing policies.

4.1 What information is available that reflects the housing need or challenges of priority populations in your community? If data is available, please report on the incidence of core housing need by CMHC priority population groups in your community. If no quantitative data is available, please use qualitative information to describe the need for these priority populations.

4.1.1 Core Housing Need (CHN) by CMHC Priority Groups		
Characteristic	Data	Value
All households experiencing CHN	Total (Households)	2,225
	Percentage (of all households)	6.9%
CHN in households with women and/or children fleeing domestic violence	Total (Households)	N/A
	Percentage (of priority group)	N/A
CHN in households led by women	Total (Households)	1,325
	Percentage (of priority group)	8.9%
CHN in households led by single mothers	Total (Households)	305
	Percentage (of priority group)	10.3%
CHN in households led by senior(s) aged 65-84	Total (Households)	580
	Percentage (of priority group)	5.1%
CHN in households led by senior(s) aged 85+	Total (Households)	50
	Percentage (of priority group)	3.2%
CHN in households led by young adult(s) aged 18-29	Total (Households)	240
	Percentage (of priority group)	9.2%
CHN in Indigenous-led households	Total (Households)	440
	Percentage (of priority group)	9.4%

4.1.1 Core Housing Need (CHN) by CMHC Priority Groups		
Characteristic	Data	Value
CHN in visible minority-led households	Total (Households)	85
	Percentage (of priority group)	6.4%
CHN in Black-led households	Total (Households)	0
	Percentage (of priority group)	0%
CHN in new-immigrant-led households	Total (Households)	0
	Percentage (of priority group)	0%
CHN in refugee-led households	Total (Households)	0
	Percentage (of priority group)	0%
CHN in households with a same-sex couple	Total (Households)	*
	Percentage (of priority group)	*
CHN in households with Transgender member(s)	Total (Households)	20
	Percentage (of priority group)	10.8%
CHN in households with Non-Binary member(s)	Total (Households)	
	Percentage (of priority group)	
CHN in households with member(s) with physical health and/or mobility challenges	Total (Households)	500
	Percentage (of priority group)	5%
CHN in households with member(s) with developmental disabilities	Total (Households)	330
	Percentage (of priority group)	5.8%
CHN in households	Total (Households)	160

4.1.1 Core Housing Need (CHN) by CMHC Priority Groups		
Characteristic	Data	Value
with member(s) dealing with mental health and addictions issues	Percentage (of priority group)	4.6%
CHN in households with Veteran member(s)	Total (Households)	50
	Percentage (of priority group)	4%
CHN in people experiencing homelessness	Total (people)	
	Percentage (of priority group)	

Table 4.1.1 shows that CHN is not evenly distributed as certain priority populations have substantially higher rates, including single mothers, young adults, Indigenous households, and households with transgender members.

This table also shows that there are data gaps for some priority groups, including Black-led, refugee, and LGBTQ2S+ households, which likely indicates underreporting rather than absence of need. While the information derived from community consultations showed that most individuals felt that housing prices and rental rates have become unaffordable in Sault Ste. Marie in recent years (rising much quicker than incomes), information on CHN was not available to fill in these data gaps.

4.2 Please describe the incidence and severity of homelessness in your community, including an estimated number of individuals and/or families experiencing homelessness (hidden, visible, chronic, living in encampments, and episodic). If available, please include recent Point-in-Time counts.

Point In Time Count, 2024

The DSSMSSAB and their community partners completed a Point in Time Count (PIT Count) during a period of four days between October 15 and 18, 2024. The results of the 2024 PIT Count as well as previous counts are shown in table 4.2.1.

4.2.1 PIT Count 2024 Results by Question “Where are you staying?”

Surveyed Population - "Where are you staying?"	2016 Count	2018 Count	2021 Count	2024 Count	Change (2021 to 2024)
Unsheltered	2	11	34	157	+123
Emergency Shelter and Violence Against Women (VAW)	28	17	42	107	+65
Encampment (<i>new in 2024</i>)	N/A	N/A	N/A	16	+16
Systems (Health and/or Corrections)	44	65	55	101	+46
Systems (Health and/or Corrections) Algoma District	N/A	N/A	N/A	14	+14
Someone Else's Place (<i>new in 2021</i>)	N/A	N/A	94	18	-76
Transitional Housing, Hotel/Motel (Funded by City or Homeless Program) (<i>new in 2021</i>)	N/A	N/A	20	7	-13
Vehicle (Car, Van, RV, etc.) (<i>new in 2021</i>)	N/A	N/A	4	1	-3
Total	74	93	244	421	+177

The results show a substantial increase in homelessness by 177 persons (72.5%) between 2021 and 2024. Those living “unsheltered” showed the largest increase (123 additional persons) in any category. There was a decline in the number of individuals indicating they were staying at someone else’s home. This suggests an increase in pressure on formal services within the community.

Of the 421 individuals reported as homeless, 197 completed a demographic survey. Results of this survey show an increase in chronic homelessness, an overrepresentation of the Indigenous population within the homeless population, a decrease in youth homelessness, and a consistent increase in adult homelessness.

By-Name List

The DSSMSSAB maintains a By-Name List, which is a real-time, person-specific list of all people known to be experiencing homelessness in the community. It includes a robust set of data points that support Coordinated Access and prioritization at a household level and an understanding of homelessness inflow/outflow at a systems level. The following data tables show the overall homelessness counts and chronic homelessness counts for 2024/25 fiscal year. The tables also include information on priority populations, especially for those identifying as Indigenous.

4.2.2 Unique Individuals Experiencing Homelessness, April 1, 2024 to March 31, 2025

Unique Individuals Experiencing Homelessness April 1, 2024 to March 31, 2025	Count	Percentage
Experienced homelessness for at least one day	486	-
Identified as Indigenous and experienced homelessness for at least one day	202	41.6%
Experienced chronic homelessness for at least one day	157	32.3%
Identified as a Veteran	6	1.2%
Children (0-12)	10	2.1%
Youth (13-24)	55	11.3%
Adult (25-49)	310	63.8%
Older Adult (50-64)	94	19.3%
Seniors (65+)	17	3.5%
Unaccompanied Children	5	1.0%
Unaccompanied Youth	48	9.9%
Single Adult (25+)	391	80.5%
Family Head	27	5.6%
Other Family Member	15	3.1%
Male	311	64.0%
Female	170	35.0%
Gender Diverse	5	1.0%

4.2.3 Chronic Homelessness, April 1, 2024 to March 31, 2025

Chronic Homelessness April 1, 2024 to March 31, 2025	Count	Percentage
Experienced homelessness for at least one day	157	-
Identified as Indigenous and experienced homelessness for at least one day	83	52.9%
Identified as a Veteran	0	0.0%
Children (0-12)	2	1.3%
Youth (13-24)	22	14.0%
Adult (25-49)	102	65.0%
Older Adult (50-64)	24	15.3%
Seniors (65+)	7	4.5%
Unaccompanied Children	1	0.6%
Unaccompanied Youth	21	13.4%
Single Adult (25+)	117	74.5%
Family Head	15	9.6%
Other Family Member	3	1.9%
Male	37	23.6%
Female	119	75.8%
Gender Diverse	1	0.6%

4.2.2 Individuals who Identify as Indigenous and are Experiencing Homelessness, April 1, 2024 to March 31, 2025

Indigenous Individuals Experiencing Homelessness April 1, 2024 to March 31, 2025	Count	Percentage
Experienced homelessness for at least one day	202	-
Experienced chronic homelessness for at least one day	83	41.1%
Identified as a Veteran	3	1.5%
Children (0-12)	1	0.5%
Youth (13-24)	27	13.4%
Adult (25-49)	140	69.3%
Older Adult (50-64)	30	14.9%
Seniors (65+)	4	2.0%
Unaccompanied Children	0	0.0%
Unaccompanied Youth	25	12.4%
Single Adult (25+)	168	83.2%
Family Head	6	3.0%
Other Family Member	3	1.5%
Male	116	57.4%
Female	83	41.1%
Gender Diverse	3	1.5%

The By-Name list tables show that:

- Indigenous people are overrepresented in both general and chronic homelessness. This indicates that culturally specific, community-led housing and support strategies are required in the community.
- There are gender differences in chronic homelessness, as it skews heavily female (unlike general homelessness). This highlights the need for gender-responsive programs.
- Most homeless individuals are single adults.
- Chronic homelessness is prevalent, impacting nearly 1 in 3 of all homeless individuals. Coupled with the results in Table 4.3.1, it reflects barriers such as mental health issues, addiction, discrimination, and a lack of affordable housing within the City.

4.3 Please describe local factors that are believed to contribute to homelessness in your community (e.g., the closing of a mental health facility, high numbers of refugee claimants, etc.).

There are numerous reasons that contribute to homelessness in Sault Ste. Marie.

As stated in section 4.2, 197 of the 421 individuals identified as homeless in the 2024 PIT Count completed a demographic survey. This survey asked respondents to identify factors that contribute to their homeless situation. The results are shown in Table 4.3.1:

4.3.1 Contributing Factors of Homelessness as Identified in the 2024 PIT Count

Condition	Number of Individuals	Percentage
Substance Abuse	141	71.6%
Mental Health	139	70.6%
Learning, Intellectual/Development or Cognitive Function	86	43.7%
Illness/Medical Condition	79	40.1%
Physical Mobility	63	32.0%
Acquired Brain Injury	57	28.9%
Total Surveyed	197	-

This shows that there is a high and nearly equal prevalence of substance abuse and mental illness, with many people likely experiencing both concurrently. This shows that homelessness in Sault Ste. Marie is both a housing and a public health crisis, requiring integrated mental health and addiction treatment services for the homeless population.

Furthermore, local shelters typically capture data on the reason(s) why a person or family enters the shelter. The DSSMSSAB has indicated three of the most commonly reported reasons in Sault Ste. Marie are:

- 1) Mental Health and Addiction – as described above.
- 2) Family Breakdown – which includes family breakups, divorces, and other relationship difficulties that can destabilize individuals and lead to homelessness. There are many instances where those fleeing abusive situations, particularly domestic violence, can leave individuals with nowhere to go and at risk of homelessness.
- 3) Issues With Private Landlords – which include a number of recent situations where multiple individuals have been displaced and face homelessness due to unsafe or unlivable conditions in their buildings.

4.4 Please identify temporary and emergency relief resources available for individuals experiencing homelessness in your community (e.g., number of shelter beds, resource centres, number of transitional beds available). If possible, please indicate whether capacity levels are commensurate with need. There will be an opportunity to provide information on local permanent solutions and resources further down.

Currently, there are 52 shelter spaces in the City: 22 in the Community Resource Centre & Men's Shelter, which accommodates men 18+, and 30 in Pauline's Place Non-Profit Homes, which accommodate women, youth, and families.

Capacity is not commensurate with need. The DSSMSSAB indicates that shelters are typically at full capacity on a nightly basis. This is reinforced by the number of homeless individuals counted in the PIT Count and tracked using the By-Name List (as shown in section 4.2).

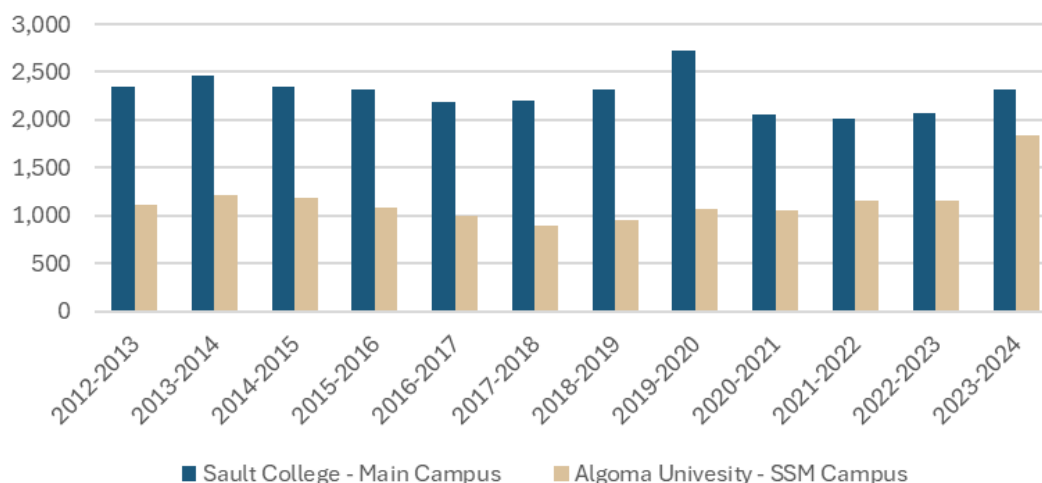
There are 58 transitional beds available in the Community: 30 for men, 18 for women, and 10 for any gender. OrgCode Consulting, a specialist in homelessness support systems, recommends a minimum of 80 supportive beds in the community, with 24/7 on-site support workers available. As such, the need for transitional beds in the community is greater than the supply.

4.5 Some groups, including students, those in congregate housing, and temporary foreign workers, may be excluded from publicly available core housing need data sources. Communities are encouraged to use this section to describe the housing needs of these respective populations to ensure that all groups are represented in their HNA.

Post-secondary Students

Between Algoma University and Sault College, student headcounts have grown in recent years. In the 2023-2024 academic year, student headcounts totaled 4,157 on the Sault Ste. Marie campuses. Figure 4.5.1 shows that the headcount for the Sault Ste. Marie campus of Algoma University is at its highest level in the past 12 years.

4.5.1 Post-Secondary Headcounts for the Sault Ste. Marie Campuses of Sault College and Algoma University, 2012/13 to 2023/24



Source: Ministry of Colleges, Universities, Research Excellence and Security. 2025

Around 95% of Algoma University students in 2022-23 came from outside of the region, requiring them to relocate to Sault Ste. Marie to attend.⁴ Many are international students, relocating to the country from places such as India, Nepal, Nigeria, etc.

Algoma University currently provides 220 beds across three residences, which covers approximately 12% of the student population. This requires the majority of students to live off-campus, typically in rental housing.

Sault College has approximately 950 international students on its main campus, representing around 40% of the student population. The college has 157 on-campus beds and plans to build a new 200-bed facility in the future. Sault College has partnered with Places4Students to support student rental housing within the community.

It is difficult to ascertain how many post-secondary students may be in a core-housing need situation, as post-secondary and international students may be less likely to complete the Canadian census due to the transient nature of students, language barriers, etc.

Consultation efforts have shown that post-secondary students are more likely to live together in homes and within rooming houses than the general population. While the City does not hold any statistical information on student housing specifically, consultations have heard a lack of housing options within walking distance to Algoma University, a lack of affordable rental options within the City, and growing rental rates for apartments or single rooms within units. Some local students have noted that they

⁴ Lightcast. The Economic Value of Algoma University to Sault Ste. Marie, April 2024. Accessed online via: <https://simplebooklet.com/algomaueisexecsumssmcurrent2#page=4>

reside with their parents or family members while they attend post-secondary school to save on costs.

While recent changes in international student policies may impact future growth of both Sault College and Algoma University, there is a clear demand for more affordable rental accommodations for students in the community. Housing supply is not keeping pace with student demand, putting pressure on the local rental market. Strategic investment in student housing, both on- and off-campus is needed.

Temporary Foreign Workers (TFW)

Section 2.2 of this Housing Needs Assessment has shown that there has been a significant increase in the non-permanent resident population (which accounts for TFWs, as well as international students and refugees). In Sault Ste. Marie, the local economy is supported by key industries including manufacturing, education, healthcare, and retail. Employers in these sectors may utilize the TFW Program to address labour shortages. However, without specific data, it's challenging to determine the exact number of TFWs in the City or how many are in situations of core-housing need.

It's also important to note that recent policy changes at the federal level aim to slow the hiring of TFWs. New rules introduced in September 2024 limit employers to hiring a maximum of 10% of their workforce through the TFW program in regions with high unemployment. These changes are likely to impact the number of TFWs in Sault Ste. Marie in the future.

5. Housing Profile

5.1 Key Trends in Housing Stock:

This section should tell a story of housing changes over time in a community through trends in net change of affordable or below-market housing. This should be expressed through illustrations of net losses or net gains in affordable and non-market housing over the previous three census periods.

5.2 Please provide a brief history of how housing in the community has been shaped by forces such as employment growth and economic development, infrastructure, transportation, climate impacts, and migration. Please include any long-term housing challenges the community has faced:

5.2.1 Housing Units: Currently Occupied/Available		
Characteristic	Data	Value
Total private dwellings	Total	32,530
Breakdown by structural types of units (number of units)	Single-detached	21,150
	Semi-detached	1,810
	Row house	945
	Apartment/flat in a duplex	1,425
	Apartment in a building that has fewer than 5 storeys	4,965
	Apartment in a building that has 5 or more storeys	2,060
	Other single attached	100
	Movable dwelling	80
Breakdown by size (number of units)	Total	32,530
	No bedrooms	145
	1 bedroom	3,935
	2 bedrooms	7,700
	3 bedrooms	14,095
	4 or more bedrooms	6,655

5.2.1 Housing Units: Currently Occupied/Available		
Characteristic	Data	Value
Breakdown by date built (number of units)	Total	32,530
	1960 or before	11,130
	1961 to 1980	13,350
	1981 to 1990	3,405
	1991 to 2000	2,195
	2001 to 2005	605
	2006 to 2010	765
	2011 to 2015	595
	2016 to 2021	480
Rental vacancy rate (Percent)	Total	1.8
	Bachelor	0
	1 bedroom	2.2
	2 bedrooms	1.7
	3 bedrooms+	1.4
Number of primary and secondary rental units	Primary	5,052
	Secondary	5,203
Number of short-term rental units	Total	31 registered with the City (October 2024)

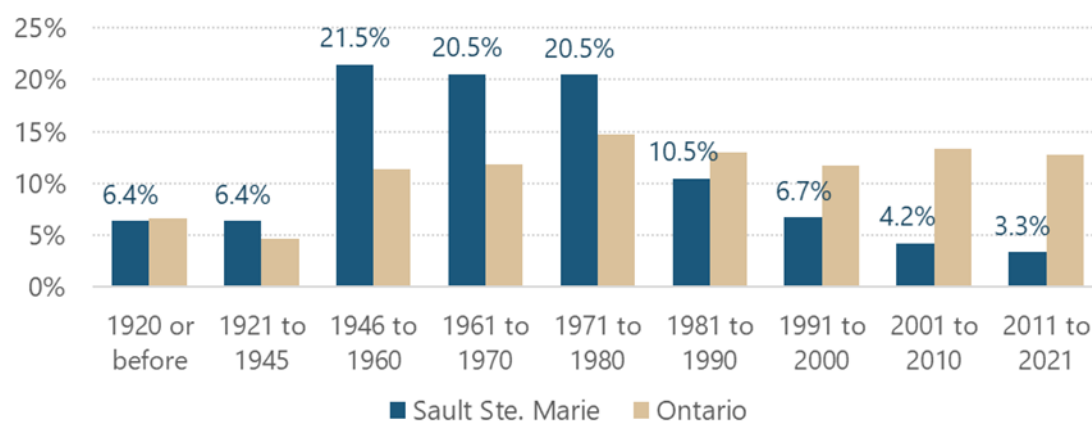
Throughout its history, the steel industry has been a cornerstone of Sault Ste. Marie's economy, providing employment and driving local economic activity. Algoma Steel's history has been marked by periods of growth, financial challenges, and restructuring, reflecting the broader trends in the steel industry and global economy.

In the late 1970's Algoma Steel employed approximately 13,000 people at its various locations (including over 8,500 unionized employees).⁵ According to the Census of 1981, 13,155 persons (33% of the total labour force) were employed in manufacturing in the City.⁶ This highlights the dominant role the manufacturing sector had in the City at that time.

However, the steel industry faced significant challenges during the 1980s and 1990s, leading to restructuring and reorganization at Algoma Steel and a gradual reduction of the workforce. By 2021, 3,315 persons (10% of the total labour force) were employed in manufacturing in the City, including approximately 2,700 unionized employees at Algoma Steel.

As the City's economic reliance on manufacturing declined, so too did population growth and housing demand. Figure 5.2.2 shows the period of construction for residential dwellings in Sault Ste. Marie and Ontario. Relatively few dwellings have been built in the City in recent decades, with 75% of dwellings built before 1980. This shows that the housing stock of Sault Ste. Marie is generally older than that of the Province. The aging housing stock contributes to issues of housing adequacy and repair needs, as shown in multiple sections above.

5.2.2 Dwellings by Period of Construction – Sault Ste. Marie and Ontario, 1920 to 2021



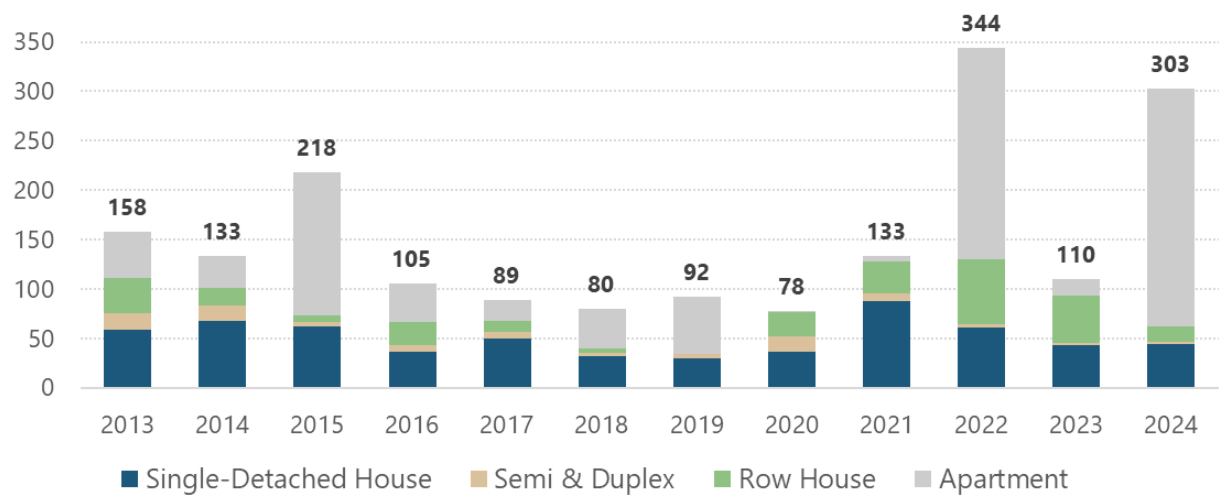
⁵ The Algoma Steel Corporation Limited. Annual Report 1978, pg. 17. Accessed via: <https://digital.library.mcgill.ca/images/hrcorpreports/pdfs/6/631797.pdf>

⁶ Statistics Canada. Census Profile for Canada, Provinces and Territories, Census Divisions and Census Subdivisions, 1981 Census – City of Sault Ste. Marie. Accessed via: <https://www12.statcan.gc.ca/English/census81/data/tables/Rp-eng.cfm?TABID=2&LANG=E&APATH=3&DETAIL=1&DIM=0&FL=A&FREE=1&GC=0&GID=1378182&GK=0&GRP=1&PID=113752&PRID=0&PTYPE=113743&S=0&SHOWALL=No&SUB=0&Temporal=1986&THEME=134&VID=0&VNAMEE=&VNAMEF=&D1=0&D2=0&D3=0&D4=0&D5=0&D6=0>

Recent City-led economic diversification and growth strategies, combined with net positive migration to the City have led to an increase in housing construction since 2021.

In terms of permits for new construction, 2022 saw the highest number of building permits issued for new units in the past decade (Figure 5.2.3). This included 211 permits for new apartment units. This continued into 2024, which saw a strong year for residential permits (303 new units).

5.3.3 Number of Building Permits for New Construction by Unit Type - Sault Ste. Marie, 2013 to 2024



Source: City of Sault Ste. Marie Building Division

5.3 In the last five years, how many affordable units for low and very low-income households have been built, and how many have been lost? If data is not available, please describe how the loss of affordable housing units may have impacted your community.

5.3.1 Change in Units Affordable to Low-Income Households		
Characteristic	Data	Value
Affordable units built (number of units)	2016 to 2021	45
Change in number of affordable units built before 2016 (number of units)	2016 to 2021	485
Change in number of affordable units (number of units)	2016 to 2021	530

Units Built

There have been a number of affordable units built within the past five years or are currently under construction in Sault Ste. Marie. These include, but are not limited to:

- Royal Canadian Legion Branch 25 – a nine-storey, 108-unit apartment building, with 30% of the units offered at below-market rents.
- Ontario Aboriginal Housing Services and the Métis Nation of Ontario – 49 affordable townhomes built on the former William Merrifield schoolground.
- DSSMSSAB new builds – a number of new affordable rental units, including 28 new affordable units in the City's west-end and an affordable 4-plex in the downtown.
- Cara Community Corporation – a nine-storey, 108-unit apartment building, with 30% of the units offered at below-market rents (currently under construction).
- Affordable Home Ownership Program (DSSMSSAB) – this program purchases homes in various states of disrepair, renovates and sells them to families living in social housing, helping renters become homeowners and giving families a safe place to call home. This program has completed four homes and two more are currently under construction.
- Habitat for Humanity offers affordable home ownership and has completed a number of builds in the community.

Unit Loss

While a precise calculation of the net change in affordable housing units is not available, several high-profile losses of units have impacted the local affordable rental market. One notable example is the recent loss of a 23-unit apartment building in the downtown core, which had numerous building code and fire code infractions, displacing all its residents.

Real estate speculation practices have also had a detrimental effect on the supply of affordable rental housing in recent years. Many homes in Sault Ste. Marie have been purchased by investors from southern Ontario, drawn by lower purchase prices, higher potential rental returns, and anticipated property value appreciation. Some investors willingly leave properties vacant while waiting for market appreciation or planning future renovations, contributing directly to the city's housing supply issues. These vacant homes are effectively removed from the housing supply, even though many are structurally livable.

While this trend affects the City as a whole, it has been particularly concentrated in the downtown area where rental rates tend to be more affordable. As such, there has been a considerable loss of affordable rental units in the City.

City staff currently maintain a list of over 100 vacant and boarded-up homes in the community, many of which are in the downtown core. As a policy response, the City has

recently implemented a Vacant Home Tax (VHT) as a disincentive to leaving homes unoccupied. The goal of this tax is to discourage long-term vacancies and pressure absentee owners to either sell, rent, or occupy their properties. Public consultation for the VHT showed that many residents believe out-of-town investors are the primary drivers of vacant and neglected homes in the City.

This ongoing loss of affordable housing is placing additional pressure on social services, including an increased demand for emergency shelters and housing support programs. It is anticipated that with the implementation of the VHT, investors will be less likely to leave homes vacant.

5.4 How have average rents changed over time in your community? What factors (economic, social, national, local, etc.) have influenced these changes?

5.4.1 Average Rent by Year		
Characteristic	Data	Value
Average Monthly Rent (number, by year)	2016	817
	2017	837
	2018	891
	2019	849
	2020	881
	2021	992
	2022	1,043
	2023	1,104
Change in Average Monthly Rent (percent, by year)	2016-2017	2.4%
	2017-2018	6.5%
	2018-2019	-4.7%
	2019-2020	3.8%
	2020-2021	12.6%
	2021-2022	5.1%
	2022-2023	5.8%

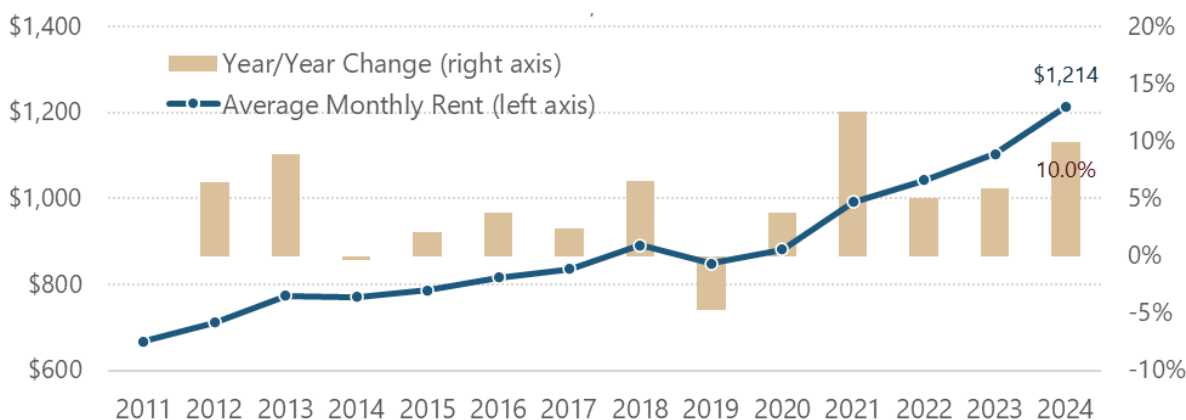
CMHC publishes annual data on the average monthly rental rates for Sault Ste. Marie. This data covers the primary rental market (rental apartments and row houses), which

includes newly leased units as well as long-term rent-controlled units. As a result, the reported averages tend to underestimate the actual asking rental rates for newly listed units.

Figure 5.4.2 shows a consistent year-over-year increase in average rental rates from 2011 to 2024, with two exceptions: a slight decrease in 2014 and a 4.7% decrease in 2019. The highest one-year increase occurred between 2020 and 2021 when average rates rose by 12.9%, from \$881/month to \$992/month. This increase was accompanied by a drop in vacancy rates from 4% to 1.8%, indicating a tightening rental market and a high demand for rental units during this time.

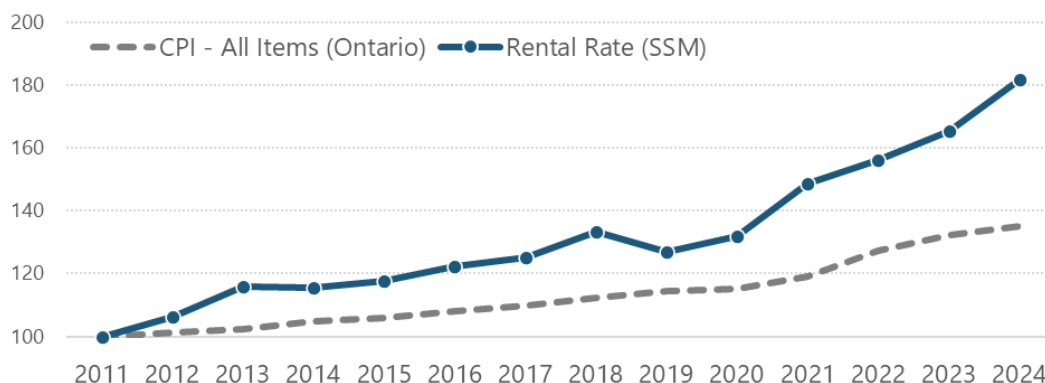
Overall, average rental rates have increased by 81.7% in Sault Ste. Marie between 2011 and 2024; at a higher rate than the income growth of all in the City. This indicates that renters are spending a larger proportion of their income on housing, leaving less for other necessities, discretionary spending, and/or savings.

5.4.2 Apartment/Row House Rental Rates (\$) and Annual Growth (%) – Sault Ste. Marie, 2011 to 2024



Furthermore, average rental rates in Sault Ste. Marie outpaced the rate of inflation between 2011 and 2024. Figure 5.4.3 shows the average rental rate for Sault Ste. Marie and the Consumer Price Index (All Items), both indexed to 2011. The gap between the increase in rental rates and the CPI has widened over time.

5.4.3 Annual Rental Rates and Consumer Price Index (Indexed to 2011), 2011 to 2024

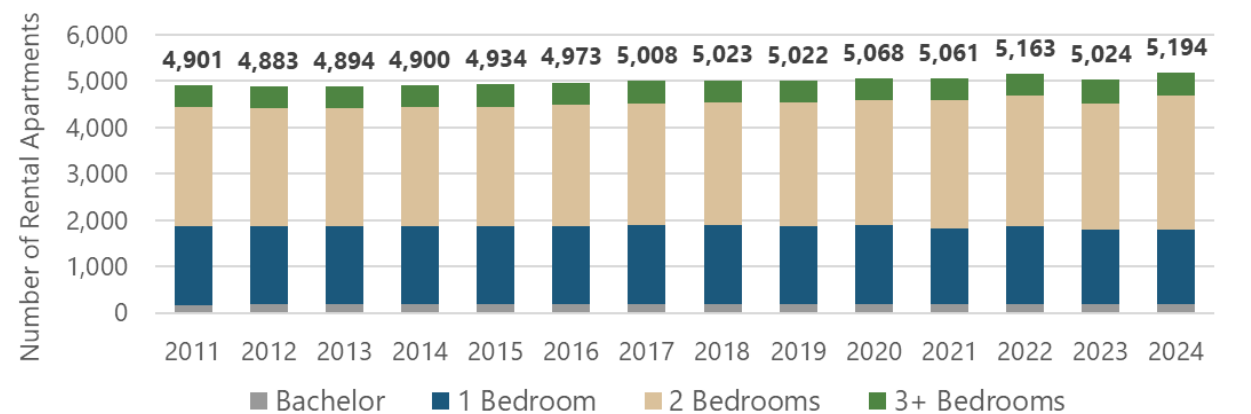


A key local factor contributing to rising rental rates is the lack of new primary-market rentals built over the past decade (Figure 5.4.4). As highlighted throughout this Housing Needs Assessment, this time-period is notable as it marks the beginning of the influx of non-permanent residents to the city (whom typically rely on the rental market), as well as immigrants and migrants from other parts of Ontario.

Furthermore, older adults and seniors looking to downsize also frequently turn to the rental market, further intensifying demand.

The combination of these trends (rising demand and limited new construction) has contributed to increased competition for rental units and upward pressure on rental rates in the City.

5.4.4 Number of Primary Market Rental Units by Number of Bedrooms - Sault Ste. Marie, 2011 to 2024

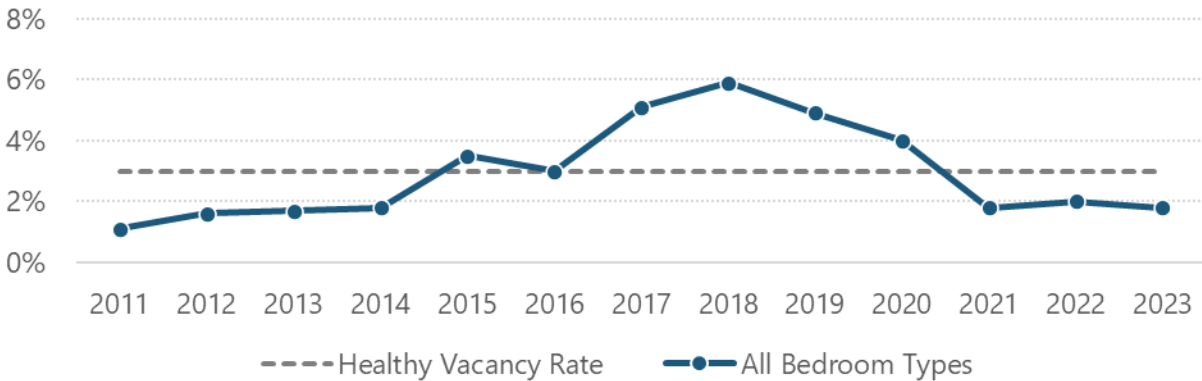


5.5 How have vacancy rates changed over time? What factors have influenced this change?

5.5.1 Rental Vacancy Rate by Year		
Characteristic	Data	Value
Rental vacancy rate (percent, by year)	2016	3%
	2017	5.1%
	2018	5.9%
	2019	4.9%
	2020	4%
	2021	1.8%
	2022	2%
	2023	1.8%

Vacancy rates for the primary rental market (apartments and row houses) fluctuated between 2011 and 2023, from a low of 1.1% in 2011 to a high of 5.9% in 2018 (Figure 5.5.2). The most recent data shows a vacancy rate of 1.8% for apartments and row houses combined. High demand for rental units and limited construction during this time has contributed to the vacancy rate falling below the 3% to 5%, which is commonly considered a balanced or “healthy” vacancy rate. Sault Ste. Marie would need to add 60 to 160 vacant purpose-built rentals to the market to rise to a vacancy rate of 3-5%.

5.5.2 Apartment and Row House Vacancy Rate – Sault Ste. Marie, 2011 to 2023



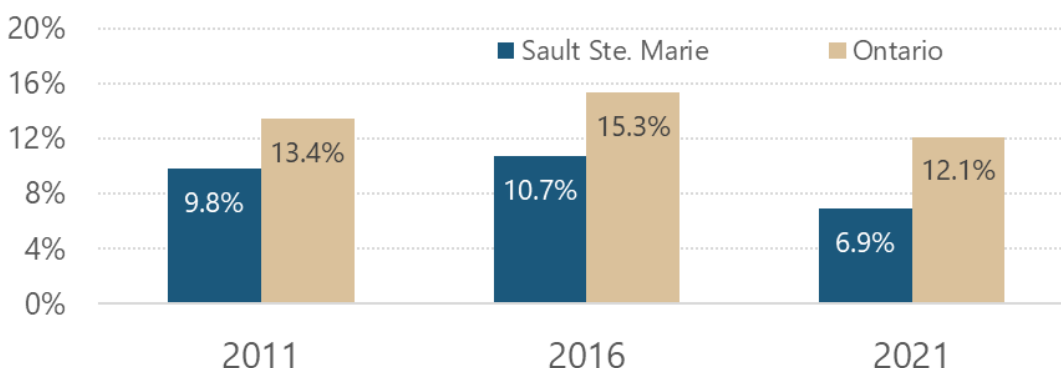
As described in 5.4, the lack of new purpose-built rentals coupled with an aging population and in-migration has led to an increased demand in rental housing in the City since 2018.

5.6 How have trends in core housing need changed over time between both tenant and owner-occupied households?

5.6.1 Core Housing Need by Year and Tenure		
Characteristic	Data	Value
Owner households in Core Housing Need (number)	2016	740
	2021	620
	Total Change	-120
	Percent Change	-16.22%
Tenant households in Core Housing Need (number)	2016	2,670
	2021	1,605
	Total Change	-1,065
	Percent Change	-39.89%
Owner households in Core Housing Need (percentage)	2016	3.34%
	2021	2.81%
Tenant households in Core Housing Need (percentage)	2016	27.15%
	2021	15.92%

5.6.2 shows that generally, the prevalence of core housing need in Sault Ste. Marie (6.9% of households) is lower than that of Ontario (12.1% of households province-wide). Core housing need dropped between 2016 and 2021; however, this may only be temporary as many households were relying on pandemic-related government transfers in 2021. With the end of those programs, many households may experience a decrease in household income.

5.6.2 Households in Core Housing Need (%) – Sault Ste. Marie and Ontario, 2011, 2016 and 2021



Source: Statistics Canada. Censuses of Canada, 2016 and 2021, and NHS, 2011.

5.7 Non-Market Housing

5.7.1 Current Non-Market Housing Units		
Characteristic	Data	Value
Number of housing units that are subsidized	Total	2,265
Number of housing units that are below market rent in the private market (can either be rent or income-based definition)	Total	7,165
Number of co-operative housing units	Total	250

5.8 Please describe any other affordable and community housing options and needs/gaps currently in your community that are not captured in the table above.

Examples can include:

- Are any of these affordable housing units accessible or specifically designed for seniors, including long-term care and assisted living?
- Does your municipality provide rent supplements or other assistance programs that deepen affordability for households?
- Is your community in need of supportive housing units with wrap-around supports, such as for those with disabilities?

There are a number of non-market housing providers in Sault Ste. Marie.

- The DSSMSSAB is the local service manager that oversees affordable housing and homelessness prevention programs. The DSSMSSAB administers funding

from all levels of government to deliver a variety of programs to meet local housing needs, including rent supplements. The DSSMSSAB is the largest social housing provider in Sault Ste. Marie. The Sault Ste. Marie Housing Corporation owns 700+ rent-geared-to-income properties and 400+ subsidized private sector units. As mentioned above, there is a considerable waitlist for subsidized housing in Sault Ste. Marie.

- Ontario Aboriginal Housing Services (OAHS) is a non-profit housing provider with a focus on the Indigenous communities and individuals. OAHS provides rent-geared-to-income (RGI), affordable rent, and affordable homeownership programs. OAHS has indicated a growing waitlist, especially for smaller units, reflecting a strong and unmet need.
- Habitat for Humanity Sault Ste. Marie and Area provides an option for affordable homeownership. Habitat is involved in building and improving homes in partnership with individuals and families in need of a decent and affordable place to live. Habitat builds several homes per year in Sault Ste. Marie.

5.9 Housing Trends

5.9.1 Housing Values		
Characteristic	Data	Value
Median monthly shelter costs for rented dwellings (Canadian dollars)	Median	890
Purpose-built rental prices by unit size (Average, Canadian dollars)	Total	992
	Bachelor	671
	1 bedroom	871
	2 bedrooms	1,057
	3 bedrooms+	1,144
Purpose-built rental prices by unit size (Median, Canadian dollars per month)	Total	964
	Bachelor	600
	1 bedroom	861
	2 bedrooms	1,005
	3 bedrooms+	1,075

5.9.1 Housing Values		
Characteristic	Data	Value
Sale prices (Canadian dollars)	Average	\$299,500 (2024 – CREA)
	Median	N/A
Sale prices by unit size (Average, Canadian dollars)	Average	\$299,500 (2024 – CREA)
	Bachelor	N/A
	1 bedroom	N/A
	2 bedrooms	N/A
	3 bedrooms+	N/A
Sale prices by unit size (Median, Canadian dollars)	Median	N/A
	Bachelor	N/A
	1 bedrooms	N/A
	2 bedrooms	N/A
	3 bedrooms+	N/A

5.9.2 Housing Units: Change in Housing Stock		
Characteristic	Data	Value
Starts – Overall and breakdown by structural type (2021, number of structures)	Total	96
	Single	63
	Semi-detached	6
	Row	27
	Apartment	*
Starts – Breakdown by tenure (2021, number of structures)	Tenant	23
	Owner	69
	Condo	4
	Coop	*

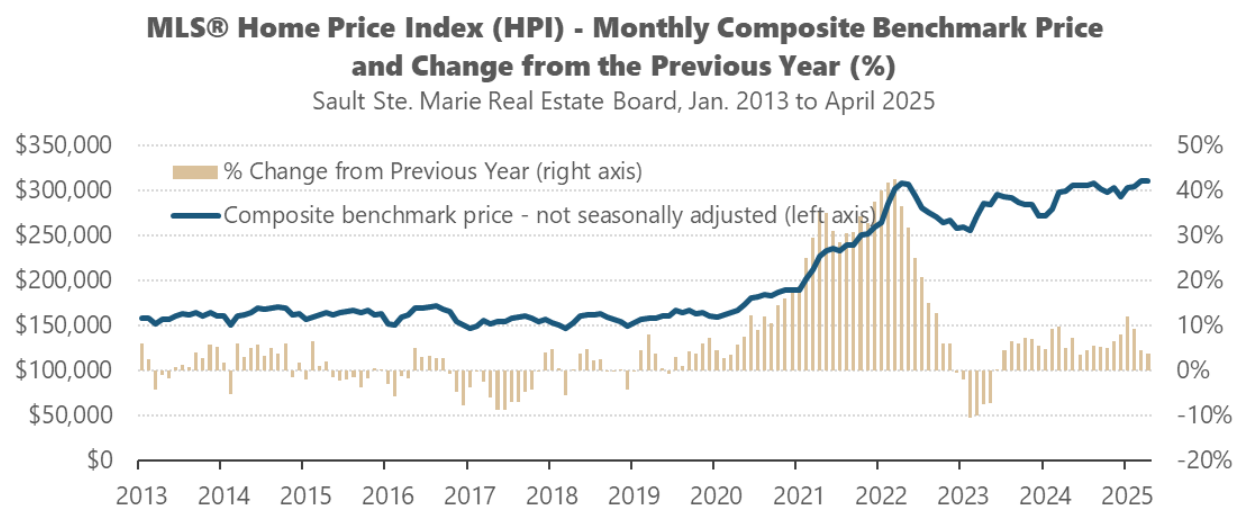
5.9.2 Housing Units: Change in Housing Stock		
Characteristic	Data	Value
Demolished – breakdown by tenure	Tenant	N/A
	Owner	N/A
Starts – Overall and breakdown by structural type (2021, number of structures)	Total	96
	Single	63
	Semi-detached	6
	Row	27
	Apartment	*
Starts – Breakdown by tenure (2021, number of structures)	Tenant	23
	Owner	69
	Condo	4
	Coop	*

The MLS® Home Price Index (HPI) tracks price trends for a “typical” house for the area. The overall MLS® HPI composite/single-family benchmark price for the Sault Ste. Marie area was \$306,500 in Quarter 1, 2025 (not seasonally adjusted). Between Q1 2021 and Q1 2025, the benchmark price for the Sault Ste. Marie area increased by 51.1%.

Figure 5.9.3 shows monthly resale price growth trends for Sault Ste. Marie over the period from January 2013 to April 2025 based on Canadian Real Estate Association (CREA) sales data for all resale house types (blue line). The beige bars show the percent change from the same month in the previous year.

From 2013 to 2019, price growth remained relatively flat. However, resale prices began to rise sharply in 2020 driven by high demand, low interest rates, and increased in-migration, reaching a peak in April 2022 with a benchmark price of \$308,300 (not seasonally adjusted). Since then, prices have stabilized somewhat but remain significantly higher than pre-pandemic levels.

5.9.3 Home Resale Price

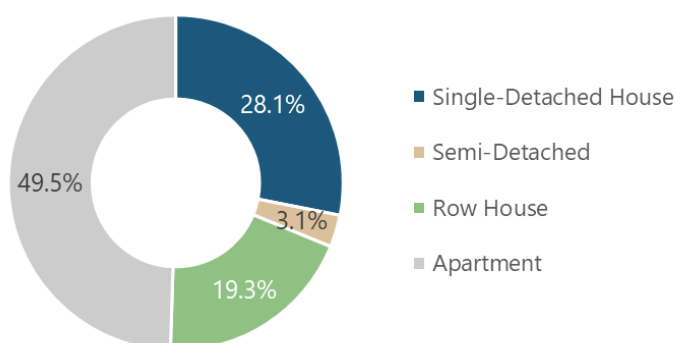


Source: CREA, 2025

In recent years, new construction has seen a proportionally different mix of housing types compared to the City's overall housing stock. Row houses accounted for 19.3% of all new building permits for new construction over the past five years, significantly higher than their share of the overall housing stock (2.9% in 2021). In contrast, proportionally fewer single-detached houses were built in the past five years (28.1% of new construction compared to 65% of the overall local housing stock).

This likely reflects the changing household needs described above as well as increases in the costs of construction of new units. Rising construction costs have made traditional single-detached homes increasingly unaffordable for many residents, a concern that was frequently raised in recent public consultations. As a result, developers may be responding by building more compact, attached, and cost-effective housing types, such as row houses and multiplexes.

5.9.4 New Construction Permits by Dwelling Type over the Past 5 Years (2020-2024)

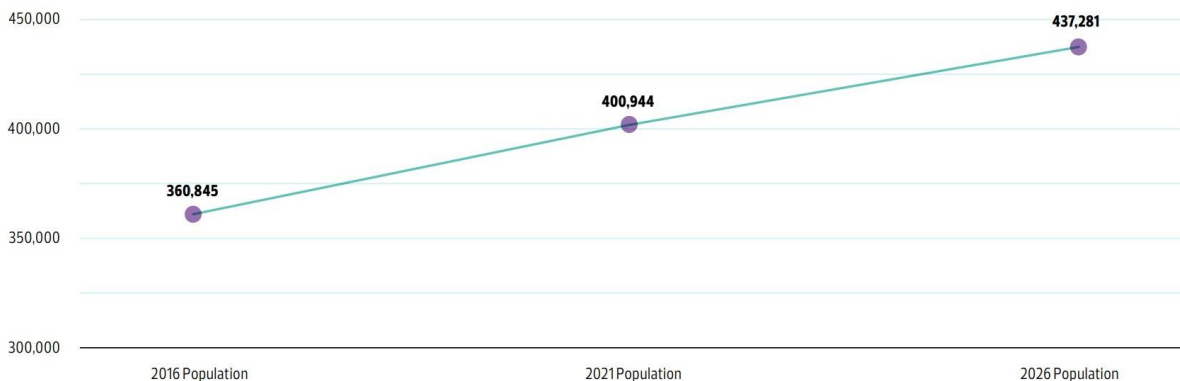


Source: City of Sault Ste. Marie Building Division

6. Projected Housing Needs and Next Steps

This section aims to answer the question, how much and what type of housing is needed to meet the needs of the population over the next 10 years? How will this Housing Needs Assessment (HNA) be meaningfully used in planning and investment decisions?

This section projects population trends from the previous 10 years, dividing by income category and target housing costs while considering migration trends. An example of a benchmarked projection from [Edmonton's Affordable Housing Needs Assessment](#) is provided below.



Household Growth Projection 2016- 2026. [Source: Edmonton Affordable Housing Needs Assessment – August 2022](#)

HNAs should be able to convey through their data-driven narrative how many housing units are needed by income category, household size and dwelling type over the next 10 years. In completing this section, communities must carefully consider their past growth trends and future demographic projections, including recent immigration patterns, aging population dynamics, and economic trends. Furthermore, it is also crucial for communities to consider any pre-existing housing shortages, as evidenced by indicators such as recent trends in rental vacancy rates, growth in prices/rents, the number of households in core housing need, and the aging of their current housing stock.

6.1 Projection Methodology Guidelines

There are several projection methodologies that can be used to project housing demand, [including the HART housing needs projection here](#). The federal government recommends using the HART methodology as a reference point, with additional considerations and data points to improve the validity of the methodology. These considerations, including economic data integration and supply capacity and gaps as well as steps for calculating the methodology are noted below. Provinces and territories, in consultation with their municipalities/communities, are invited to use a methodology that fits their regional circumstances, ensuring the assumptions that inform their

preferred methodology are also clearly explained. The federal government will review the HNAs as a requirement for its various funding programs and assess the methodology and assumptions that inform it for their validity and robustness. If needed, further engagements can take place to better align the preferred methodology with the federal government's expectations.

In employing a projection methodology, jurisdictions may find the following list of key considerations and steps useful. The following approach involves first projecting the population into the future, then projecting household formation from headship rates, and then **demand for housing by tenure, dwelling type and size, family type and income groups**. Following the Population Projection, Household Projection and Housing Demand Projection steps, a table is presented of the key considerations for each step in the process.

Step 1: Population Projection

- Conceptually the projected population is calculated as the survived population + births + projected net migrants. An example of an accepted method to calculate population projection is the Cohort-Component population projection method.

Step 2: Household Projection

- Project family and non-family households separately by multiplying the projected population by age group in a given year with projected headship rates (household formation) by age group in a given year.
 - A headship rate represents the probability that a member of a given age group will head (maintain) a household of a given type (family or non-family). Historical headship rates are calculated as the ratio of household heads in an age group to the population of that age group.
 - Total headship rates can be determined by adding family and non-family headship rates together for a given age group and year. An increase in the total headship of any particular age group means that overall a higher proportion of that group heads households than previously. The converse holds true for a decrease in the total headship rate. Thus, the total rate is an overall indication of the propensity to form households in a particular age group.
- Project both family and non-family households by household type (composition), including couples without children, couples with children, lone parents, multiple-family households, one-person households, and other non-family households. This can be achieved by multiplying the projected number of households in a particular age group by the projected household type proportions for that age group.

- Historical proportions for family households are the ratio of the number of family households of a given type in an age group to the total number of family households headed by that age group.
- Historical proportions for non-family households are the ratio of the number of non-family households of a given type in an age group to the total number of non-family households headed by that age group.
- Project net household formation according to family and non-family household types by calculating the difference between projected households in successive years.

Step 3: Housing Demand (Need) Projection

- Project the number of owner households within a particular age range and household type by multiplying projected household by type (family and non-family) by projected ownership rates.
- Project the number renter households by calculating the difference between projected households and the number of projected owner households.
 - Historical ownership or renter rates are the ratio of the number of owning/ or renter households of a given type and age of head to the total number of households (owners and renters combined) of that type and age of head.
- Project dwelling type (single, semi, row, apartment) by multiplying projected age-specific renter and owner dwelling choice propensities by household type (family and non-family) with the projected number of renter and owner households of the given household type and age group.
 - Historical dwelling choice (occupancy) propensities describe the proportion of a given household type, tenure, and age of head group occupying each of the four dwelling types.
- Finally, communities should integrate assessments of pre-existing housing shortages into their final calculations. This integration should be informed by a thorough review of the preceding quantitative and qualitative analyses within the HNA. Additionally, communities should utilize the data and more advanced methodologies detailed in the Annex to ensure a comprehensive estimation of these shortages.

HART Household Projections – Projected Households by Household Size and Income Category

- The HART methodology estimates the total number of units by type (number of bedrooms) and with reference to income categories that will be needed to house a community's projected population.

Please use the Housing Assessment Resource Tools Households Projections tab to fill out the table below for your jurisdiction – [Housing Needs Assessment Tool | HART](#)

The following table shows the results of the HART Needs Assessment Tool for Sault Ste. Marie for 2031. Insights from the following include:

- Nearly three-quarters of all households will be 1 or 2-person households.
- The table shows a correlation between household size and income. It is estimated that 1-person households will be heavily skewed towards lower incomes, while larger households will tend to be higher income.

6.1.1 Projected Households by Household Size and Income Category, 2031						
HH Income Category	1 person	2 person	3 person	4 person	5+ person	Total
Very Low Income	861	0	0	0	0	861
Low Income	4,930	759	116	31	0	5,836
Moderate Income	3,424	2,701	531	113	12	6,781
Median Income	1,851	3,334	869	340	309	6,703
High Income	1,124	5,589	2,939	2,479	876	13,007
Total	12,190	12,383	4,455	2,963	1,197	33,188

Key Considerations

Population

- It is strongly advised to use the updated post-census population estimates for 2022 as your base population provided by Statistics Canada's demographic estimates division. These estimates account for any discrepancies in population counts, whether they are undercounts or overcounts. These estimates also smooth out the sharp downturn in immigration due to the pandemic in 2020/21. Please refer to annex for links to Statistics Canada CSD and CMA estimates.
- If historical fertility, survival and mortality rates by age category are stable and not trending, apply average historical rates to current population by age to project forward. If rates do trend by age over time, estimate the average change in rates in percentage points and add to current rates when projecting forward for the baseline scenario.
- For larger communities and centres where the data exists, disaggregate and project baseline net migration flows for respective components (i.e., net interprovincial, net intra migration and net international). Disaggregate net international migration and project its components further (emigration, returning Canadians, non permanent residents, etc.) and use recent growth trends per flow to project total net international migration. In projecting international migration, it will be important for communities to use the more updated federal immigration targets as an anchor.
- Because of the economic uncertainty triggered by the COVID-19 pandemic and potential future shocks, larger communities are expected to create one additional population scenario (high) to supplement the baseline. Utilize StatsCan projection methodology for fertility, survival, and migration to establish the high scenario. Consult Statistics Canada's population projection report cited in the appendix. Communities should avoid using low population or migration scenarios to prevent housing need undercounting.
- **Smaller Communities:**
 - In smaller centers where population projection scenarios are unavailable from StatsCan, but there is the capacity to generate them, cities can resort to using historically high population growth rates or migration scenarios as alternative methods for projecting future population.
 - One industry communities should also develop multiple population scenarios to manage economic volatility

Household Projections

- Headship rate is commonly defined as the ratio of the number of households by age to the population of adults by age in each community and can be used to project future households.

- If historical headship rates data is not trending or stable by age, apply the average historical census family/non-family headship rates by age group to the corresponding population within each age group.
- If historical headship rates by age is showing a trend over time, include the average historical census family/non-family headship rates percentage point change to the current headship rate. Subsequently, apply these adjusted headship rates by age to the corresponding population within each age group. By incorporating average historical headship rates into household projections, communities can mitigate the impact of potential decreases in recent headship rates that may be due to housing unaffordability, therefore avoiding artificially low household projections.
- **Optional for Smaller Communities:**
 - For the younger population aged 18-34, predict family/non-family headship rates using economic modeling. See UK study in annex for further guidance.
 - Project household composition by family/non-family households using latest census proportions by family type.
 - Project household size by age for family/nonfamily type by dividing population by households.

Housing Demand

To project housing demand by tenure:

- If ownership rates for family/non-family households within specific age groups are not showing a trend over time, apply the average historical ownership rates to projected households by age. The remaining households are considered renter households by age.
- If ownership rates for family/non-family households within specific age groups are trending over time, include the average historical percentage point change to the current ownership rates. Apply these adjusted ownership rates to household counts by age to project tenure by age. The remaining households are considered renter households by age.

To project housing demand by dwelling type:

- If historical dwelling propensities by family type, age, and tenure are not exhibiting a trend, apply the average historical demand propensity by type, age, and tenure to project households by type, age, and tenure.
- If historical demand type propensities are trending, incorporate the average percentage point change in demand type propensities to the current propensities. Apply these adjusted propensities to household types to estimate future dwelling propensities.

Economic Data Integration

- Relying solely on traditional demographic approaches to forecast housing needs can underestimate housing demand.
- Headship rates by age and family type can be projected by considering economic factors as explanatory drivers. These factors could include income, unemployment rates, prices, rents, and vacancy rates.
- CMHC is developing models to project headship rates for household maintainers aged 18-34 in provinces and larger metropolitan areas. Larger communities can benefit from leveraging these projections.
- Using an economic approach to project headship rates and incomes facilitates the estimation of household counts by age, size, tenure, and income. When integrated with dwelling type, price, and rent data, this approach assists in identifying potential households in core housing need.

Supply Capacity & Supply Gaps

- Housing need projections should be adjusted upwards or downwards to account for the **net effects** of conversions, demolitions, and vacant units in each community.
- Where data is available, communities should assess future capacity by compiling data on draft approved serviced lots, categorized by dwelling type and tenure, that will be available for residential development. When combined with household projections by dwelling type and tenure, help estimate supply gaps
- In addition, larger communities can leverage supply gap estimates from CMHC to help inform where need is greatest and to identify housing shortages.
- **Optional for Smaller Communities:**
 - Comparing housing need projections with supply capacity will enable communities to identify potential gaps in supply by dwelling type and tenure.

6.2 Projection Methodology

Please outline the methodology and calculations used to complete the projections here, including any assumptions made.

This population projection relies on the Ministry of Finance projections for the Algoma District. The Ministry of Finance uses the cohort-component method to develop long-term population projections, starting with 2023 as the base-year. This method estimates annual changes by age and gender through the addition or subtraction of the following components:

- Births
- Deaths
- Net interprovincial migration
- Net intraprovincial migration
- Net international migration
- Net non-permanent residents
- Net emigration

This method is considered appropriate for this Housing Needs Assessment as the City of Sault Ste. Marie accounts for over two-thirds of the population of the Algoma District, making a District-wide projection a reasonable proxy for City-level estimates.

To validate these methods, City staff ran a separate cohort-component analysis specifically for the City of Sault Ste. Marie. The alternative cohort-component analysis assumed that the flow of non-permanent residents will decline after 2025, reflecting recent policy changes concerning international students and non-permanent residents.

The final population estimates for the alternative analysis were very similar to the Ministry of Finance based result, projecting a total population of 82,467 by 2031 compared to 82,215, respectively. Due to the close alignment and the established methodology of the Ministry of Finance projections, the Ministry of Finance based figures were used in this Housing Needs Assessment.

For household projections, family and non-family household proportions were derived from 2021 Census data, using the proportion of each household type within the total household count for that year.

6.2.1 Projections (2031)		
Characteristic	Data/Formula	Value
Women by age distribution (# and %)	0-14	5,001
	15-19	2,303
	20-24	2,816
	25-64	19,598
	65-84	10,412
	85+	1,861
Male Births	Births x Estimated Proportion of Male Births	0.517 male birth rate 283 male births
Female Births	Total births – Male Births	0.483 female birth rate 264 female births
Survival Rate	Survival rate for those not yet born at the beginning of the census year	95% (Estimated for both sexes)
Net Migrations	Net migration (in and out) of those not yet born at the beginning of the census year	130 (those not yet born in 2031)
Projected Family Households	Age-group population x projected age-specific family headship rate	23,359 (2031)
Projected Non-family Households	Age-group population x projected age-specific non-family headship rate	13,618 (2031)
Total Projected Headship Rate	Family headship rates + non-family headship rates	44.1%

6.2.1 Projections (2031)		
Characteristic	Data/Formula	Value
Projected Net Household Formation	Projected households by type (family and non-family) (Year 2) – Projected households by type (family and non-family) (Year 1)	2,777 (2022 to 2031)
Projected Owner Households	Projected households by type, year and age group x Projected ownership rate by type, year and age group	24,775 (assumes a homeownership rate of 67% which would represent a continued steady decline in homeownership rates from 2011)
Projected Renter Households	Projected households by type, year and age group – projected owner households by type, year and age group	12,202 (assumes a homeownership rate of 67% which would represent a continued steady decline in homeownership rates from 2011)
Projected Dwelling Choice	Projected households by type, tenure and age group x projected dwelling choice propensities by type, tenure and age group	22,480 Single-detached 1,948 Semi-detached / Duplex 1,804 Row House 9,226 Apartment

6.3 Population and Households Projections

6.3.1 Anticipated Population by 2031		
Characteristic	Data	Value
Anticipated population	Total	82,215
Anticipated population growth	Total	6,151 (2022 to 2031)
	Percentage	8.1%
Anticipated age	Average	44.7
	Median	45
Anticipated age distribution (# and %)	0-14	10,307 (12.6%)
	15-19	4,775 (5.8%)
	20-24	6,194 (7.5%)
	25-64	39,275 (47.8%)
	65-84	19,210 (23.4%)
	85+	2,960 (3.6%)

6.3.2 Anticipated Households by 2031		
Characteristic	Data	Value
Current number of households	Total	34,342 (2022)
Anticipated number of households	Total	36,977
Anticipated Household Age	Average	59.5
	Median	61
Anticipated Households by Tenure	Renter	12,202
	Owner	24,775
Anticipated Units by Type	Total	36,977
	Single	22,480
	Semi-detached	3,437
	Row	1,804
	Apartment	9,226
Anticipated Units by Number of Bedrooms	1 bedroom	4,473
	2 bedroom	8,753
	3 bedroom	16,022
	4 bedroom	7,565
	5 bedroom	Unknown - Census uses 4 or more
Anticipated Households by Income	Average	7,395
	Median	7,468
	Very Low	959
	Low	6,502

6.3.2 Anticipated Households by 2031		
Characteristic	Data	Value
	Moderate	7,555
	High	14,492
Anticipated average household size	Total	2.22 persons per unit
Draft approved lots by planned housing type	Total	Current Draft-approved lots: 399 Single-Detached 141 Semi-detached 5 Apartment Note: there are many vacant lots within registered subdivisions in the City and there is significant infill potential on vacant parcels within the Urban Settlement Area
Draft approved lots by tenure	Tenant	N/A
	Owner	N/A

7. Use of Housing Needs Assessments in Long-Term Planning

7.1 This final section aims to determine how your community anticipates using the results and findings captured in the Housing Needs Assessment to inform long-term planning as well as concrete actions that can address identified needs. Please use the following questions to describe how those linkages will be made.

- **How will this HNA inform your official community or development plan, housing policies and/or actions going forward?** For example, if the HNA identifies specific needs in your community across the housing spectrum – such as housing needed for priority populations, units for large households in denser form factors, more diverse structural types such as missing middle housing, or more affordable and higher-density housing near transit - how could actions and changes in policy and planning help address those needs?
- **How will data collected through the HNA help direct those plans and policies as they aim to improve housing locally and regionally, and how will this intersect with major development patterns, growth management strategies, as well as master plans and capital plans that guide infrastructure investments?**
- **Based on the findings of this HNA, and particularly the projected housing needs, please describe any anticipated growth pressures caused by infrastructure gaps that will need to be prioritized and addressed in order to effectively plan and prepare for forecasted growth. This can relate to any type of enabling infrastructure needed for housing, including fixed and non-fixed assets, as well as social, community or natural infrastructure that your local government has identified as a priority for fostering more complete and resilient communities.**

Examples may include:

- Will your public transit system have the capacity to meet increasing demand?
- Will your water and wastewater system have the capacity for additional connections based on the amount of new housing units that will need to be built?
- Will new roads or bridges need to be built to serve new or growing communities?
- Will new schools, parks, community or recreational centres need to be built to serve new or growing communities?
- Will broadband service and access need to be significantly expanded to help new residents and businesses connect? Are there any climate risks or impacts that will affect new growth?

Informing Plans, Policies and Actions

The data captured in this Housing Needs Assessment (HNA) will guide policy decisions and land use planning in the City of Sault Ste. Marie. This HNA clearly highlights a number of trends, including an aging population, shifts in demand toward smaller attached units, high demand for housing (particularly affordable housing) and an influx of recent migrants to the City.

These findings support the goals of the City's draft Official Plan, which emphasizes the importance of housing and the need to create opportunities for a diverse range and mix of housing types, densities, and tenures. The City will encourage the creation of diverse housing types in areas where sufficient infrastructure exists or is planned, ensuring the efficient use of existing resources and public services.

In 2023, the City adopted a Housing Action Plan with five goals and supporting strategic actions to increase the local housing supply, including the use of financial incentives for housing. Subsequently, the City adopted a new Housing Community Improvement Plan (CIP) to promote, encourage, and facilitate investment in residential development, with a priority on affordable units.

This HNA will be useful for ongoing monitoring and evaluation, helping determine whether policies, actions, and priorities remain aligned with the community needs, or if adjustments are required. The HNA will be used to track progress over time by benchmarking and evaluating the impact of housing policies and actions specific to the Housing Action Plan and CIP, and other initiatives. It will also provide the necessary evidence to adapt plans as demographics trends or markets shift. This ensures that the City's housing strategies and initiatives are informed by data and are responsive to evolving community needs.

Intersection with Development Patterns, Growth Management, and Master Plans

The population and housing projections within the HNA are useful in understanding future needs and for aligning future residential development with broader growth management strategies. These projections will support the City in establishing growth targets, advancing local planning priorities, and addressing housing needs across the continuum.

The HNA will inform the Official Plan as well as future transportation and transit plans, environmental/sustainability plans, and other long-range infrastructure plans. By doing so, the City can ensure that investments in transportation, parks, and other services are directed to areas where residential growth is expected.

Additionally, the City will examine opportunities to leverage and divest existing City-owned land for residential development, especially where there is potential for diverse and affordable housing options and sufficient infrastructure exists.

Infrastructure Gaps and Growth Pressures

Based upon projected land demand and current vacant land supply, there is generally enough residential, commercial and industrial designated lands to accommodate projected growth in the City over the next 20 years. That said, this HNA will help identify critical infrastructure gaps that must be addressed to unlock or support new development. This is especially important for the City's Strategic Development Areas (SDAs).

Residential intensification and mixed-use residential development is encouraged, both to manage land consumption and to maximize the use of existing infrastructure. The HNA will assist in identifying priority areas for infrastructure investment, including servicing upgrades and community amenities, to support these goals

Finally, this HNA will be useful for grant applications and funding justification, providing evidence and data to strengthen proposals for housing-related grants or programs (such as those available through CMHC). This will support municipal efforts as well as any developers or non-profit organizations who are seeking to address local housing needs.

Annex A: Relevant Links for Developing Housing Needs Projections

Data and Analysis

[Housing Statistics - Statistics Canada](#)

[Population estimates, July 1, by census subdivision, 2016 boundaries \(statcan.gc.ca\)](#)

[Population estimates, July 1, by census metropolitan \(statcan.gc.ca\)](#)

[Population and demography statistics \(statcan.gc.ca\)](#)

[Population Projections for Canada \(2021 to 2068\), Provinces and Territories \(2021 to 2043\) \(statcan.gc.ca\)](#)

[Housing Market Information Portal](#)

[UrbanSim – Scenario Modeling](#)

Reports & Publications

[Housing Markets Insight - CMHC's household projections for 8 of Canada's major urban centres until 2042](#)

[CMHC - Housing Shortages in Canada Report](#)

[University of British Columbia - Housing Assessment Resource Tools \(HART\)](#)

[University of London - Affordability targets: Implications for Housing Supply](#)

[Nova Scotia Housing Needs Assessment Report Methodology](#)

[Ontario Land Needs Assessment Methodology](#)

[British Columbia Affordable Housing Need Assessment Methodology](#)

Annex B: Glossary

Affordable Housing: A dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income.

Area Median Household Income: The median income of all households in a given area.

Cooperative Housing: A type of residential housing option whereby the owners do not own their units outright. This would include non-profit housing cooperatives, as stand-alone co-operatives or in partnership with another non-profit, including student housing co-ops, as well as Indigenous co-ops, including those in partnership with Indigenous governments and organizations. This does not, however, include homeownership co-ops or equity co-ops that require an investment, which along with any profit earned, is returned to co-op investors.

Core Housing Need: Refers to whether a private household's housing falls below at least one of the indicator thresholds for housing adequacy, affordability or suitability, and would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (attains all three housing indicator thresholds).

- *Adequate* – Does not require any major repairs, according to residents. Major repairs include those to defective plumbing or electrical wiring, or structural repairs to walls, floors or ceilings.
- *Suitable* – Has enough bedrooms for the size and make-up of resident households, according to guidelines outlined in National Occupancy Standard (NOS).
- *Affordable* – All shelter costs total less than 30% of a household's before-tax income.

Household: A person or a group of persons (other than foreign residents) who occupy a private dwelling and do not have a usual place of residence elsewhere in Canada.

Household Formation: The net change in the number of households.

Supportive Housing: Prioritizes people experiencing chronic homelessness and other vulnerable people who have the highest support needs. It provides long-term affordable housing and a diversity of customized support services.

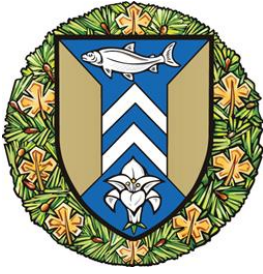
Permanent Supportive Housing: Prioritizes people experiencing chronic homelessness and other vulnerable people who have the highest support needs. It provides long-term affordable housing and a diversity of customized support services.

Purpose-Built Rental: Also known as the primary rental market or secure rentals; multi-unit buildings (three or more units) which are built specifically for the purpose of providing long-term rental accommodations.

Short-Term Rentals: All or part of a dwelling unit rented out for less than 28 consecutive days in exchange for payment. This includes bed and breakfasts (B&Bs) but excludes hotels and motels. It also excludes other accommodations where there is no payment.

Suppressed Household Formation: New households that would have been formed but are not due to a lack of attainable options. The persons who would have formed these households include, but are not limited to, many adults living with family members or roommates and individuals wishing to leave unsafe or unstable environments but cannot due to a lack of places to go.

Missing Middle Housing: Housing that fits the gap between low-rise, primarily single-family homes and mid-rise apartment buildings, typically including secondary and garden suites, duplexes, triplexes, fourplexes, rowhouses and townhouses, courtyard housing, and low-rise apartment buildings of 4 storeys or less. These housing types provide a variety of housing options that add housing stock and meet the growing demand for walkability. The missing middle also refers to the lack of available and affordable housing for middle-income households to rent or own.



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Peter Tonazzo, Director of Planning and Salvatore
Marchese, Junior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Parking Reforms

Purpose

The purpose of this report is to:

Part I – Provide Council with information on a series of proposed zoning amendments to be presented later in 2025;

Part II – Discuss Downtown parking, including the findings and recommendations of the SSM Downtown Parking Study, completed by CIMA+; and

Part III – Discuss the 7 recommendations of the Downtown Association, in response to a Council decision to lease 90 parking spaces to the North Shore Tribal Council.

Background

The Psychology of Parking

A review of online materials reveals a myriad of studies, blogs, and opinions on parking, which all lead one to understand that parking is emotional and can invoke a feeling that a particular lot is full, when there are, in fact, plenty of parking options still available. Such perceptions are often based on previous experiences. While a particular parking lot may be busier, that does not necessarily mean that it is busy, let alone full. As discussed in Part II of this report, the City has been monitoring parking lot usage in Downtown public parking lots, with counts including Monday to Friday, every second hour between 9am and 3pm, since 2014. The results indicate average peak parking demand across all lots is 59%, whereas 85% occupancy is generally understood as an appropriate threshold to ensure adequate supply, as well as efficient operations and use of land. Furthermore, monitoring information for Downtown parking lots indicates that across all lots, ideal occupancy of 85% or higher was only achieved for 1.54% of the total time that parking lots were monitored since 2014. Therefore, the perception that there is not enough parking Downtown is not supported by the data.

Perceptions of effort or convenience also play into the psychology of parking. When the first few rows or most convenient parking spaces are full, some people may perceive the entire lot to be full. This is especially prevalent with Downtown public parking spaces, whether they are on-street or located in publicly maintained lots. Interestingly, parking in the middle of the parking lot of a popular local big box store and walking to the back of the store is approximately 145m. Parking along Albert Street in the Spring/Albert parking lot and walking south through the Paul Mall Alley to Queen Street is approximately 124m. Parking at the east end of the Spring/Albert lot and walking west to Brock Street is approximately 135m, both slightly less than that of the big box store. Research indicates that 250m is an appropriate distance that drivers are willing to walk outdoors from their vehicle to their destination. Such a walk takes between 1-4 minutes for most people.

A Brief History of Minimum Parking Requirements

Dating back to the 1950's, parking philosophy is based on establishing minimum parking requirements to accommodate peak demand on the busiest days of the year, such as during Christmas and 'Black Friday', leaving parking lots relatively vacant for much of the year. Furthermore, established parking ratios for various uses were traditionally communicated as a precise number that applies to all use categories, with little regard for where a use is located or the nature of the specific use. For example, uses located in Downtowns or strategic development areas may be better served with active transportation networks, located in close walking distance of residents, or located in neighbourhoods where fewer residents own vehicles.

Beginning in the late 1990's, the philosophy determining minimum parking requirements has been evolving and changing to better meet actual demand. These changes recognize that there is no such thing as 'free parking' and in fact, excessive minimum parking requirements have a number of negative impacts.

The Costs of Parking

Parking has an inherent cost that can drive the price of development up significantly. It has been estimated that parking can increase housing costs by an average of 10%¹. Other studies claim that at-grade parking spaces cost approximately \$6,000 per space and underground parking costs approximately \$45,000 per space.² It is noted that these numbers can vary depending upon site-specific and local market conditions.

The City operates 14 public parking lots in the Downtown area as well as on-street parking, totalling 1,654 parking spaces. From 2021 to 2023, parking generated an average of \$247,824 in annual revenues with average expenses of \$467,581.

¹ Paid Parking as Progressive Social Policy - Parking Industry Insights.

² A Foundation for the Public Good: Recommendations to Increase Kingston's Housing Supply for all – Mayor's Task Force on Housing Report.

Therefore, the City ran an average annual deficit of \$219,757. These numbers do not factor in the cost of construction or capital repairs for the parking lots.

Excessive minimum parking requirements also have opportunity costs. They eliminate development potential, which might otherwise generate greater revenues in the form of additional assessment and taxes, or higher leasable floor space that can be marketed by landowners and developers. Excessive parking areas also place greater pressure on the creation of 'people first' spaces, such as indoor and outdoor amenity areas and landscaping.

Parking also takes up a considerable amount of space. A party of 20 people can comfortably fit in a 2-car garage. As a general rule, big box and other large commercial developments consist of 25% leasable floor space (where revenue is generated from), 20% landscaping and setbacks, with the remaining 55% dedicated to parking. A review of three select local developments indicate that anywhere from 65-80% of land was dedicated to parking, higher than the general rule of thumb.

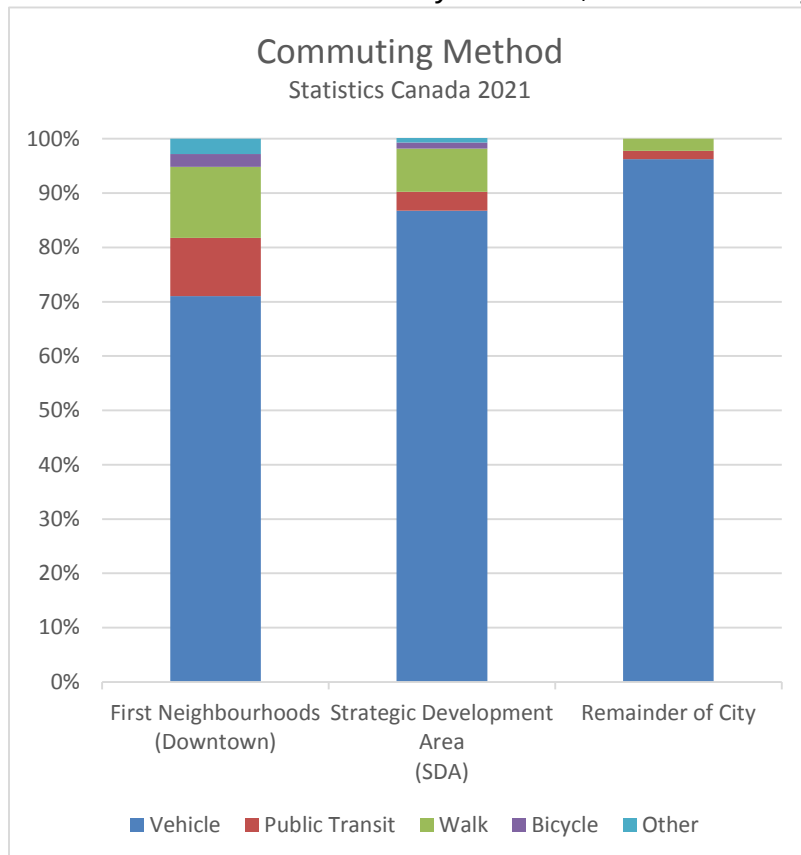
In many cases, opportunity costs are higher than the tangible costs of constructing and maintaining parking lots. Parking structures, either at or below grade, can mitigate against the opportunity costs and facilitate higher development densities; however, they are far more costly than at-grade parking lots. Furthermore, current local conditions are such that parking supply significantly exceeds demand, and there is no business case to support parking structures, even in the Downtown, where development densities are highest, yet parking supply still exceeds demand. A significant outcome of parking reforms and reduced parking requirements will be to make better use of vacant and underdeveloped lands, which facilitates higher density infill developments. Another intended outcome is to make more efficient use of existing parking, especially in the Downtown, so that supply and demand is better aligned, with the hope that at some point, a valid business case can be made to support parking structures and even paid parking programs that better reflect the true cost of parking. In an attempt to mitigate the opportunity costs associated with large, underutilized parking lots, many municipalities have 'parking maximums', which are zoning regulations that limit parking lots to a specific size. Staff are not proposing maximum parking requirements at this time.

Recognizing That Different Locations Have Different Parking Requirements

The traditional approach to parking has been to apply uniform minimum requirements throughout the City, with the exception of the Downtown, which currently benefits from slight reductions in required parking and a number of exemptions that provide further parking relief. There exist areas beyond the Downtown where data shows that automobile use is lower, and the overall development pattern supports active transportation options. These areas are identified as Strategic Development Areas (SDAs) (Appendix A – Strategic Development Areas). While not all local SDAs are alike, they all contain a mix of land uses within safe-walkable distance of each other, offering easy access to a

variety of services and amenities, such as grocery stores, schools, medical facilities, parks, public transportation, and active transportation networks.

Given the inherent connectivity of SDAs, those who may not own a car or do not



wish to drive on a regular basis often choose to live in SDAs. 2021 census data on methods of commuting to work demonstrates that those living in the Downtown have the lowest reliance on vehicles, and the highest reliance on public transit and active transportation as a means to getting to and from work. Those living in Strategic Development Areas have the second lowest reliance on vehicles, and those in the remaining parts of the Urban Settlement Area almost exclusively utilize a

personal vehicle to commute to work.

It is worth noting that this data is somewhat dated. Recent growth is largely driven by non-permanent residents and international migration – groups who tend not to own a vehicle when they first arrive. This is further evidenced by Transit ridership numbers, which continue to increase. Finally, it is generally understood that for a variety of reasons, newcomers are settling in the Downtown and other SDAs, where there exists more supply of rental housing opportunities, with easy, walkable access to various amenities.

Analysis

PART I - Parking Reforms – Proposed Amendments to Zoning By-law 2005-150

The proposed amendments have the intention of reducing and refining parking standards and requirements for various uses throughout the City, with the intent of better aligning parking supply with parking demand, unlocking development potential, enabling higher development densities, and modernizing parking regulations to be in line with municipal best practices.

1. Proposed Parking Reductions:

Area of City	Type of Development	Minimum Parking Requirement
First neighbourhoods Strategic Development Area	Non-residential uses/buildings	40% reduction of required parking from current standards No minimum parking requirement where new construction consists of less than 450m ²
	Residential Uses	No parking requirement for the first 4 dwellings. 0.5 spaces/dwelling thereafter.
Other Strategic Development Areas	Non-residential uses/buildings	40% reduction of required parking from current standards.
	Residential Uses	0.75 spaces/unit
Remainder of City	Non-residential uses/buildings	20% reduction of required parking from current standards.
	Residential Uses	No change – 1 space/unit requirement

2. Proposed amendments to barrier-free parking requirements:

- Revise the ranges at which total spaces of barrier-free parking are determined to better align with other municipalities in Ontario. The overall effect will be to have relatively fewer spaces than currently required for smaller developments, and relatively more spaces for larger developments.
- Require a higher number of barrier-free parking spaces for specific uses such as sports stadiums and medical centres.
- Require additional signage identifying the barrier-free access aisle as a no-parking zone.

3. Electric Vehicle (EV) Readiness

- For all new residential developments consisting of more than 5 units, a minimum of 20% of all parking spaces shall be 'EV Ready', which means these spaces will have a conduit capable of being electrified to support vehicle charging infrastructure.

4. New Minimum Bicycle Parking Requirements

- The addition of minimum bicycle parking requirements for larger scale developments consisting of at least 10 vehicle parking spaces will trigger a requirement for bicycle parking (which can be a bike rack or other types of bicycle storage).

Municipal Scan

Thirteen municipalities were utilized by CIMA+ and Planning Staff to assess various approaches to minimum parking requirements.

These communities were selected for a variety of comparable factors that included

Barrie, ON	Oshawa, ON
Brainerd, MN, USA	Sarnia, ON
Guelph, ON	Sudbury, ON
Kingston, ON	Thunder Bay, ON
Kitchener, ON	Traverse City, MI USA
Marquette, MI, USA	Windsor, ON
North Bay, ON	

weather, size, proximity to Sault Ste. Marie, and recent updates to parking regulations. The attached CIMA+ Report (Appendix B -

SSM_Parking_Study_Final Report) contains detailed analysis and comparisons of the parking requirements in the Downtown only.

Planning staff utilized the same 13 municipalities to compare parking requirements outside of their Downtowns. For brevity, a more detailed discussion of comparable municipal parking requirements will be included in a future report specific to Zoning By-law amendments to parking regulations.

PART II – Parking in the Downtown

Utilizing Provincial Streamline Development Approvals Funding, CIMA+ was retained to review and provide recommendations on Zoning By-law parking requirements, public parking pricing, and overall parking supply and demand in the Downtown (Appendix B - SSM_Parking_Study_Final Report).

Downtown Parking Demand and Supply

The total public parking supply within the Downtown consists of 1,308 off-street spaces across 14 lots and 346 on-street parking spaces, totalling 1,654 public spaces. It is worth noting that parking supply numbers in CIMA+'s report indicate a total of 1,552 public parking spaces in the Downtown. For the most part, analysis in the CIMA+ report is based upon this number. Upon further review, staff have determined that there are in fact 1,654 parking spaces in the Downtown, which represents an additional 102 spaces. All calculations undertaken in this report utilize the City's revised number of 1,654. The majority of the increase can be attributed to the addition of on-street parking spaces on Queen Street west of Tancred and Gore Street. In addition, alterations within various public parking lots, such as the creation of barrier-free spaces, installation of pay and display machines, and repainting the lots have resulted in minor changes to total parking space counts. To conclude, the change represents a slight increase in parking supply, especially towards the western portion of the Downtown area, and the

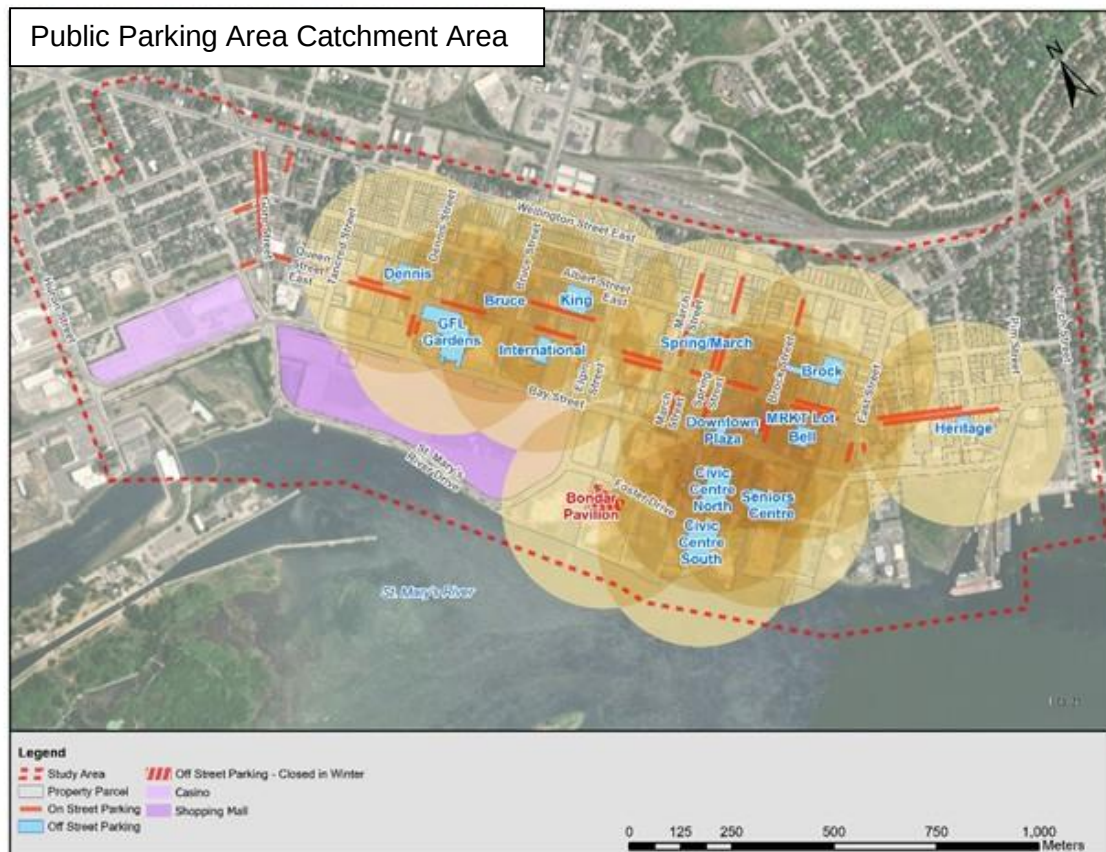
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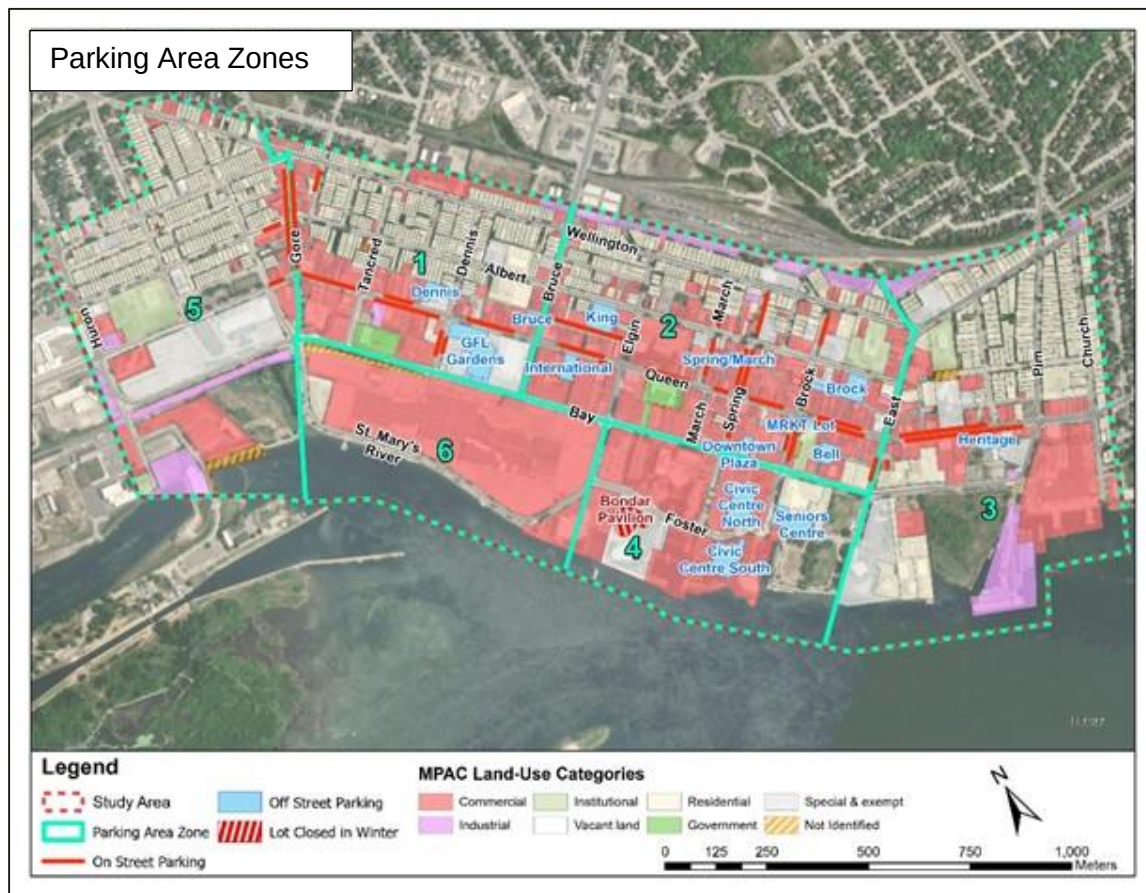
changes in various public lots are so minor that they do not affect the demand and supply analysis.

Private parking supply consists of 6,086 parking spaces, excluding the Casino and Station Mall, which are large parking lots, and it is assumed they provide sufficient parking for the respective uses. Utilizing MPAC data, which includes land use categorization and gross floor areas of all non-residential uses in the Downtown, as well as the Institute of Transportation Engineers (ITE) Parking Generation Manual, CIMA+ concluded that total parking demand for all land uses that need parking within the Downtown is 6,346 spaces. Demand for public parking spaces is the difference between total parking demand and the private parking supply, with the rationale being that public parking spaces can be utilized to supplement private parking shortages. All uses are satisfied except for Commercial with the existing supply. For Commercial, CIMA+ has determined a total parking demand of 4,985 spaces needed, with the private sector only providing 4,476 spaces. As such, public parking demand is estimated to be 509 spaces. Using the CIMA+ number of 1,552 public spaces in the Downtown, leaves a surplus of 1,043 public parking spaces.



Parking Utilization Spatial Analysis

While parking supply exceeds demand within the context of the entire Downtown, it is important to understand the spatial distribution of public parking supply in relation to demand and the resulting utilization rates. CIMA+ utilized a 250m radius catchment area as an acceptable distance that drivers are willing to walk. This generally amounts to a 1-4 minute walk for most people. As shown on the map above, the catchment areas around all city-owned parking lots cover the majority of the Downtown, with the exception of the southern portion of the Station Mall



property, which is a parking lot, and the Casino property, which is well served by a large parking area. Other areas not covered are primarily lower-density residential, where all parking needs are generally satisfied on-site. To provide further spatial analysis, CIMA+ split the Downtown into six zones for the purposes of determining parking supply, demand, and potential surpluses or deficits in each area. As shown on the table below, zone 4 has the largest surplus of public parking, and zones 2 and 3 have the lowest surpluses.

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	Public Parking Surplus as Percentage of Zone Demand
1	1231	1050	181	444	263	21.37%
2	2845	2559	286	604	318	11.18%
3	815	815	N/A	85	85	10.43%
4	340	298	42	513	471	138.53%
5	937	841*	N/A	N/A	N/A	N/A
6	178	274*	N/A	N/A	N/A	N/A
Total	6346	5837	509	1646	1137	17.92%

*These figures do not include the Station Mall and casino parking lots.

Public Parking Lot Utilization Analysis

CIMA+ conducted surveys during weekdays between January 30 and February 15, 2023. These surveys were compared to data collected by the Commissionaires on public parking lots Monday to Friday, 9am-3pm, since 2014. The data collected by the City was deemed consistent with the data collected by CIMA+; however, in most cases, when referencing parking utilization rates, the City's data has been utilized in this report. The CIMA+ surveys included additional data such as the average length of time vehicles were parked and average space turnover, which is the average number of times a space was used by a different vehicle within a given time period.

Municipality	Average Utilization*
Sault Ste. Marie	36%*
Lindsay	78%
Fenelon Falls	50%
Bobcaygeon	66%
Hamilton	80%
Orangeville	53%
Oshawa	61%
Sudbury	49%

*Sault Ste. Marie Average utilization is based upon Commissionaire counts. Remaining Utilization Rates are from CIMA+ Report

According to the CIMA+ study, industry best practices indicate that an 85% utilization rate of parking spaces represents an adequate level of service, with ample spaces available, while at the same time ensuring that parking areas are utilized efficiently. Anything below 75% is considered low utilization. Sault Ste. Marie's average utilization of 36% is well below the average rates of other selected municipalities, which is not surprising, given the

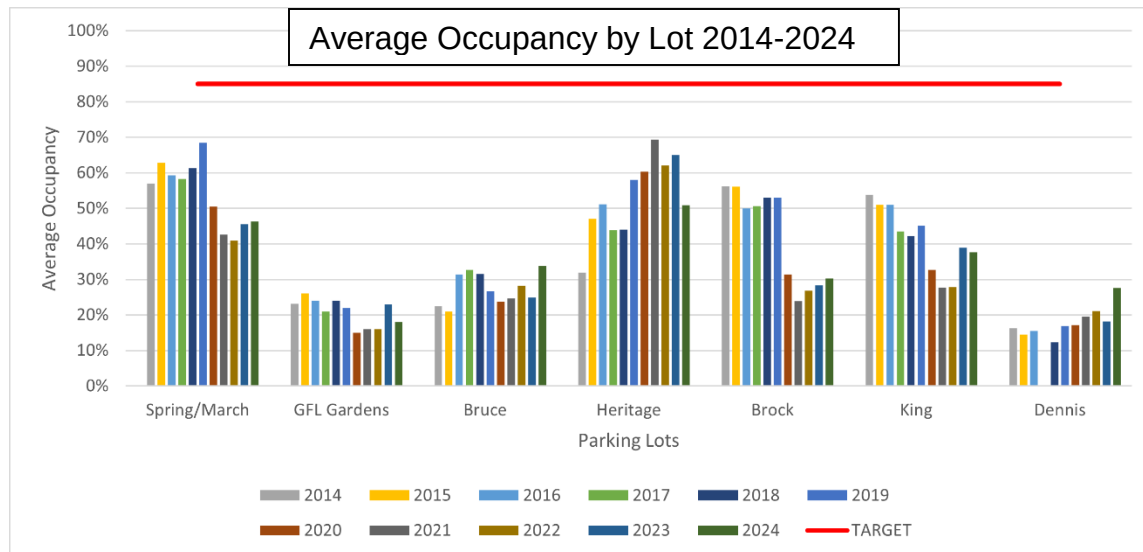
demonstrated surplus of parking located in the Downtown.

The table below utilizes parking data collected by the Commissionaires since 2014 and clearly demonstrates that average parking lot utilization remains well below the 85% target.

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It is also important to review peak occupancy rates over time. The table below calculates average peak occupancy by averaging the highest occupancy per month, from 2014 through the end of 2024. This balances outliers such as relatively high or low peak occupancies on a per-month basis. Average peak occupancies have generally decreased over time, with significant decreases during the COVID-19 pandemic. Average peak occupancies have yet to return to pre-COVID-19 pandemic levels. It is also important to note that the Commissionaires' data is not collected on evenings and weekends. While Planning staff has started collecting data on certain evenings and weekends, it is too early to draw any material conclusions given the incompleteness of the data. Anecdotally, parking lot occupancy appears to be lower on evenings and weekends, with the exception of certain lots around the GFL Memorial Gardens, which would certainly be full during major events, which normally occur on evenings and weekends. As noted by CIMA+ (pg. 14), the majority of land uses in the Downtown experience peak parking demand between 9am and 3pm. Therefore, peak occupancies are during weekdays, given the current mix of uses in the Downtown.

Average Peak Occupancy by Lot (%)												
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Avg.
GFL	39.6	41.5	36.9	34.5	36.1	41.1	28.8	30.4	24.2	32.5	25.3	33.7
Spring	91.5	96.5	91.9	86.7	90.6	91.8	74.1	69.9	66.4	76.7	80.7	83.4
Brock/ Albert	77.9	82.8	73.3	80.9	81.0	82.7	55.6	48.9	50.9	58.5	56.4	68.1
Heritage	59.4	80.4	78.6	78.9	79.8	86.6	88.0	90.3	89.3	85.5	71.6	80.8
King	75.1	70.9	71.4	63.2	57.8	65.8	49.0	47.0	41.0	63.4	53.6	59.8
Bruce	57.9	52.4	65.8	67.7	55.0	54.4	51.7	47.6	56.7	54.8	59.9	56.7
Dennis	36.3	25.8	33.1	N/A	23.9	29.2	27.8	29.5	31.0	28.5	34.7	30.0
Avg.	62.5	64.3	64.4	68.7	60.6	64.5	53.6	51.9	51.4	57.1	54.6	

The table below shows the number of occurrences where parking lots exceeded the 85% target occupancy rate. The Spring Street lot had the highest occurrences, with parking utilization exceeding 85% on 239 occasions out of 4,617 counts. Every other lot, except for the Heritage lot, exceeded the 85% occupancy target for less than 1% of the recorded counts.

Total Counts From 2014-2024 at or Above 85% Occupancy			
	Total Parking Occupancy Counts	Results at or Above 85%	% of Results at or Above 85%
GFL	2092	1	.05%
Spring	4617	239	5.18%
Brock	4276	27	.63%
Heritage	3160	95	3.01%
King	3850	0	0%
Bruce	3655	2	.06%
Dennis	2244	5	.22%

Downtown Parking Fees

Comparison of Downtown Parking Rates			
Municipalities	Free Parking During Weekday	Hourly Public Parking Rate	Monthly Public Parking Rate
Sault St. Marie	2-hour free	\$1.60	\$54.00
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	\$67.25-\$117.48
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

The average hourly parking rate of the 13 comparable municipalities was \$1.72 with Sault Ste. Marie charging \$1.60. Average monthly passes were \$151.00 compared to \$54.00 charged locally. Eight of the 13 offer some form of free parking.

At this point, no changes are proposed to the current fee structure for Downtown parking, beyond any inflationary adjustments that result as part of the annual user fee by-law review.

Downtown Parking Demand Management

The Passport Parking App has the potential to provide detailed, real-time data that could be used to provide additional parking data that can be utilized to inform various policy decisions. Furthermore, the App could be utilized to implement dynamic pricing models that would either increase or decrease pricing in real time depending upon increases or decreases in demand at multiple locations. This potential would be challenging to utilize at this time. While uptake on the Passport Parking App has been good, to fully use all the tools available, the App would likely need to be the only payment option. Furthermore, parking demand management strategies, such as dynamic pricing based upon real-time demand, would not be effective, given the significant parking surpluses that currently exist.

It is noted that Transit is due to release a mobile parking application RFP which will allow for the potential to see if there is another provider that can provide more parking information than the current Passport Parking App. This may allow for additional statistical analysis of parking in the Downtown. In the meantime, staff will continue to monitor public off-street parking lots through the Commissionaires Monday – Friday. In addition, Planning staff will supplement this data with periodic evening and weekend counts.

An important goal of the parking reforms proposed in the Downtown is to bring more people Downtown and attain more appropriate utilization rates of publicly owned parking spaces. Once the data shows that parking utilization is approaching the 85% target, various interventions can be undertaken, such as increasing minimum parking requirements, introducing a dynamic pricing model, securing additional public parking in the form of parking structures and/or new property.

Consultation To Date

As part of the CIMA+ project, two open houses were held on November 1, and 2, 2023, at the John Rhodes Community Centre and the Grand Theatre. The events were advertised in the Sault Star, Sootoday, Facebook and on the City's website. The open house at the Grand Theatre was specifically marketed to the Downtown Association and attended by members of the Board and other members. It is important to note that up to this point, all public consultation was undertaken on the basis that there would be no minimum parking requirements for any new development in the Downtown. Approximately 35 people attended the open houses, and the comments received were generally positive. The majority of people in attendance were either supportive or indifferent to what was being proposed. Concerns raised included:

- The validity of the data for the public lots from CIMA+, given that the survey was undertaken during one winter week. As previously discussed, the Commissionaires data, dating back to 2014, also forms an integral part of this project and is quite reliable, given the timeframe and frequency of data collection;

- Others thought that parking reductions had gone too far, keeping in mind that at that time, no minimum parking requirements in the Downtown were being recommended; and
- A relatively small portion of those attending thought that the reforms had not gone far enough, supporting deeper parking reductions throughout the community and the introduction of parking maximums, which are not recommended at this time.

Parking reforms were also discussed as part of the Grow the Sault initiative, with open houses held November 14, 15, and 16, 2023. Comments were generally similar to those discussed above. A number of developers who attended these open houses were supportive of the proposed parking reductions, as well as the proposed introduction of electric vehicle readiness spaces. The developers who attended agreed that installing conduit that could be electrified in the future represented a minimal additional cost. Furthermore, such costs would be significant if market demand was such that in the future they would need to break asphalt to accommodate electric vehicle charging infrastructure.

A survey on parking reforms was conducted through the Public Input platform. A total of 671 people viewed the platform. 217 participants either took the survey or left a comment.

Selected Survey Questions	
Do you have difficulty finding a parking spot Downtown?	57% No 43% Yes
Are you able to find a parking space easily when visiting a commercial business or non-residential activity?	48% Yes 6% No 45% Sometimes 1% I do not use a motor vehicle
How comfortable are you with the proposal to reduce parking ratios throughout the City?	37% Very uncomfortable 25% Somewhat uncomfortable 17% Neutral 11% Somewhat comfortable 10% Comfortable

The survey results generally indicate that a little over half of all respondents do not experience perceived difficulties in finding parking spaces Downtown, and most respondents have very few issues finding parking spaces when visiting commercial businesses or other non-residential activities. About 62% of respondents were either very or somewhat uncomfortable with the proposed parking reductions. Having said this, many of the specific comments that were received spoke to respondents being uncomfortable with Downtown public parking spaces being removed from the current supply, which is not being recommended. Regardless, the majority of respondents were uncomfortable with the proposed parking reductions, especially in the Downtown. Again, at the time of this survey, it was

recommended that minimum parking requirements be eliminated for all new development in the Downtown, which is no longer recommended, due in part to feedback received during initial consultation efforts.

Other specific comments suggested that parking reductions are not appropriate for the City because of harsh winters and an aging population.

Part III – Downtown Association (DTA) Concerns

On June 24, 2024, Council passed a resolution to allocate 90 parking spaces to the Brock-Albert and March-Spring Lots, in support of North Shore Tribal Council occupying the former DSSMSSAB offices. A number of local business owners and nearby property owners objected to the provision of these spaces on the basis that they did not feel there were enough parking spaces available to allocate. Furthermore, many business owners felt ‘blindsided’ by the decision, feeling there should have been consultation with Downtown business owners.

In response to these concerns, the Downtown Association Parking Subcommittee held a Town Hall Meeting on July 4, 2024. A summary of the meeting is attached to this report (Appendix C - Downtown Association Parking Solutions to City of Sault Ste. Marie). At a DTA Board meeting on July 10, 2024, a series of seven solutions were put forward for consideration of implementation. Below is a discussion of these solutions.

1. Downtown Parking Garage/Facilities

Planning staff initiated a project with a local consultant to obtain a cost estimate to construct a two-storey parking structure on the City-owned property between Albert Street East and King Street, west of Elgin Street. The consultant determined that approximately 46 additional spaces could be added to the 127 spaces the site can currently accommodate. Based on preliminary costing (Appendix D - Albert Street Parking Garage Feasibility Review), the structure would cost \$5,460,000 to \$10,140,000.

Based upon current statistics, there is no public parking lot in the Downtown that is experiencing utilization rates (>85%) on a consistent basis that would warrant such an expenditure. It is certainly a high-level goal to get to a point where parking demand exceeds supply, necessitating intervention, which could include, among other things, constructing a parking structure to add capacity. Currently, parking demand versus supply does not warrant such an investment. Furthermore, the monetary value of parking spaces – the costs that various stakeholders are willing to charge and pay for Downtown parking – is not at the level that would warrant a parking structure, due in part to the demand/supply gap.

2. Reserved parking for Downtown business customers only, closest to businesses along Queen Street and designated parking pass areas, with visible

signage to indicate these areas and enforcement of pass holders parking outside the designated areas within the lot.

This would entail segregating the public parking lots into passholder and non-passholder areas. This would require a by-law officer to enact enforcement and staff is willing to look at this further; however, this could eliminate parking spaces that could otherwise be available. For example, some employees may still be working from home on certain days of the week, or on holidays during the summer. At these times, those passholder spaces would remain empty and unusable by Downtown business patrons. Staff will monitor passholder vs. non-passholder usage in the Brock-Albert and March-Spring lots to monitor the impacts of allocating these spaces.

3. Signage to direct parking to different available lots for passholders

Additional signage directing passholders to the Bell Avenue lot would serve to direct those drivers who cannot find a spot to the destination they are aware of already. The Bell Avenue lot is to be used as an overflow lot for passholders, as per the Council resolution and agreement that has been put in place. Staff have had preliminary discussions about updating all public parking lot signage to be consistent with the new City branding. If such a project moves forward, staff can look at opportunities to provide additional directional information.

4. Additional public transit funding to make transit a more viable option, as well as having a dedicated Downtown transit loop to get people accustomed to parking in one place and utilizing transit to travel within the Downtown.

Currently, the Downtown is very well served by Transit, with all routes originating and terminating Downtown. Furthermore, most routes traverse the length of the Downtown inbound and outbound from the terminal. Transit is undertaking a Transit Optimization Study, and the overall service level to, from, and within the Downtown will be assessed as part of this study.

However, it is hoped that over the longer term, as the community continues to grow, transit ridership will continue to increase, and demand will not only justify but necessitate further investments in Transit. It is also hoped that as the Downtown continues to get busier, people will see Transit as a viable alternative.

5. Cap the issuing of parking passes for the next 12 months and review at the end of the period.

Going forward, the City will temporarily pause issuing new parking passes at the Brock-Albert and March-Spring lots, as those were the lots to which passes were allocated. The pause would not affect the renewal of existing passes that have been allocated, including those to Northshore Tribal Council and DSSMSSAB.

With other public lots that provide two-hour free parking, staff is recommending that a policy be adopted to grant parking passes to individuals for the public lots (excluding the Brock-Albert and March-Spring lots) that allow usage on a first-come, first-served basis. They do not guarantee a spot but provide an option for either employees or tenants in the Downtown to park for a period beyond the two free hours currently permitted. It is also recommended that the City adopt a policy to sell passes for lots until average utilization reaches 75% in the various lots, which would bring them in line with the threshold to meet moderate utilization. As noted above, parking passes will not be allocated to the Brock-Albert and March-Spring lots, for at least a full 12 months after the former DSSMSSAB building has been occupied, to allow staff to track utilization rates. If utilization rates remain below 75%, additional passes may be allocated.

6. Commitment to consistent snow removal within the lots to ensure there is a full complement of available parking in each lot through the winter months.

Snow that accumulates in the City lots is removed by a contractor and has historically been stored on-site for short periods, which has not been an issue due to low lot utilization. The current standard requires snow removal within 24 hours of a snow event consisting of 6cm of snow or more. Staff will continue to monitor, especially the Brock-Albert and March-Spring Lots. If warranted, service levels for these lots can be updated as part of the annual RFP for contracted snow removal services.

7. Acquisition of land/buildings on Wellington Street to be dedicated for parking.

This suggestion has come up on a number of occasions, and the majority of areas suggested are residential. Acquiring lands to demolish dwellings for parking would be inconsistent with policies at the local, provincial, and federal levels of government, which are aimed at increasing the housing supply.

Notwithstanding the current local housing shortage, Planning staff undertook an exercise to plot parking lots on a typical residential lot on Wellington Street, as well as larger residential lots in closer proximity to Brock/Albert Streets. A typical Downtown residential lot can accommodate at most 10 spaces, and some larger lots can accommodate 18 spaces. Purchase, demolition, site preparation, and paving costs would be significant for minimal gain.

While the costs associated with establishing and maintaining these small parking lots would be substantial, the opportunity cost would be even greater. Over time, the tax generated from an occupied building is far greater than that of a 10 or 18-space parking lot. Most importantly, such a strategy would be counter to the overall goal of bringing more people Downtown.

Next Steps

Parking policy is not static. Continuous monitoring will allow for refinement and intervention when needed, to ensure that parking demand and supply for all development throughout the community is appropriately balanced. While parking reductions can be unsettling for many, staff are not aware of any communities that have implemented parking reforms and then backtracked on those reforms.

Although considerable consultation has already occurred, the Downtown Association and other Downtown business owners have raised a number of concerns. Therefore, in addition to statutory public notice, specific consultations will focus on Downtown parking reforms with stakeholders in the Downtown. Staff will also undertake an additional survey through FlashVote.

Financial Implications

While accepting this report as information will not result in any incremental impacts to municipal finances, a variety of cost implications, including opportunity costs are discussed throughout this report.

Strategic Plan / Policy Impact / Climate Impact

The Vision of the Corporate Strategic Plan speaks to innovation and efficiency. The proposed parking amendments are intended to modernize parking requirements, unlock development potential, and allow for a more efficient use of land, including private and public parking lots. The Quality of Life focus area speaks to Downtown revitalization initiatives. The proposed parking reductions in the Downtown, which have been revised due to public concerns, are intended to support more development in the Downtown, which will bring more people Downtown and increase the overall tax base.

The Environmental focus area speaks to active transportation implementation and the Community Green House Plan. The Greenhouse Gas Reduction Plan identifies personal vehicle use as a significant contributor to greenhouse gas emissions. Parking reductions and recommended requirements for bicycle parking and electric vehicle readiness in association with larger developments will result in higher-density development and help facilitate active transportation implementation and a modal shift away from automobile dependence.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner and Director of Planning dated June 23, 2025, concerning Parking Reforms be received as information, and that staff:

1. Be directed to undertake a final round of consultation and provide formal public notice to amend Zoning By-law 2005-150 to implement the parking reforms identified in Part I of this report, with the understanding that such

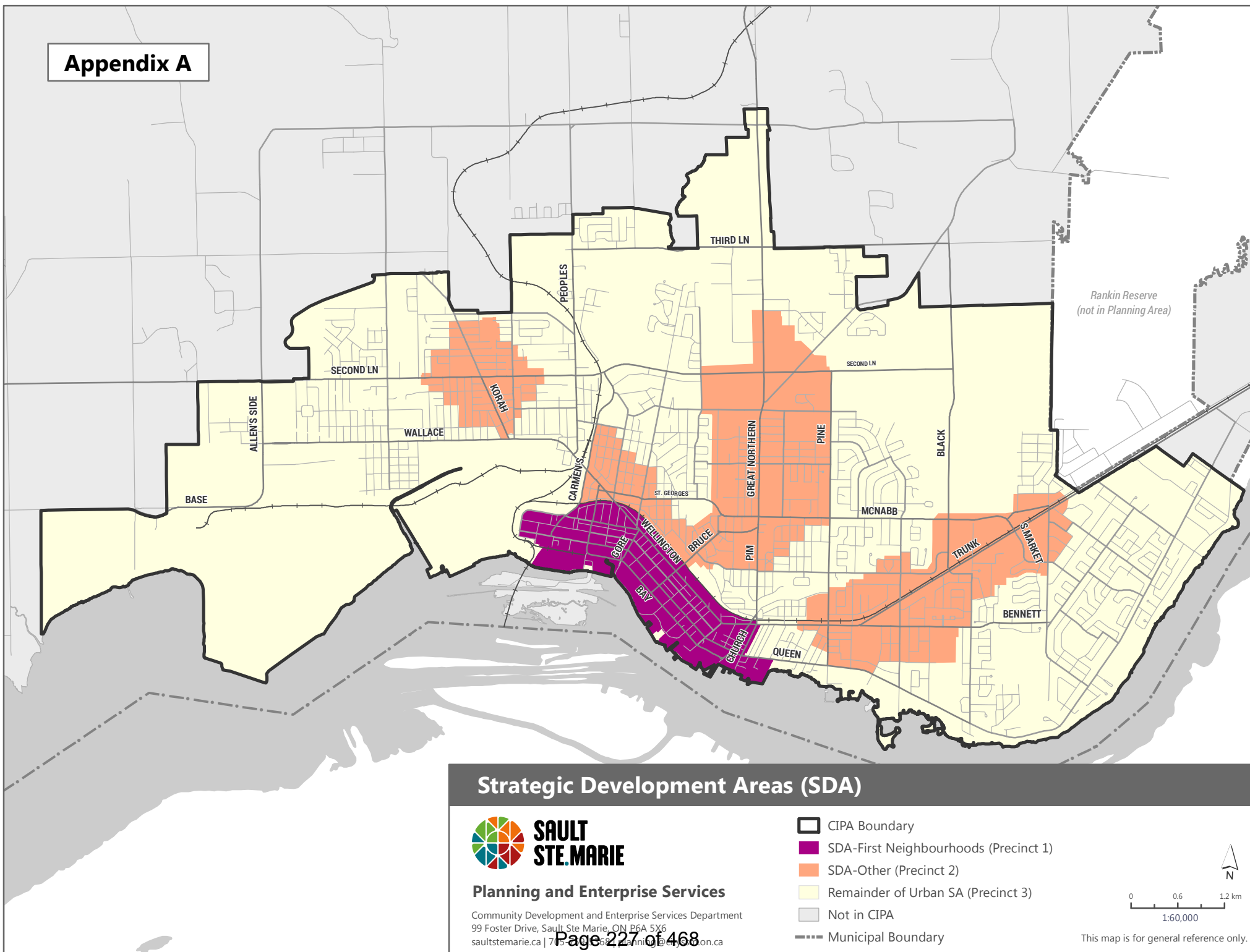
- amendments may be altered as a result of the additional public consultation;
and
2. Adopt a policy to sell monthly parking passes on City-owned and operated public parking lots where two-hour free parking is available, until such lots reach 75% average utilization, excluding the Brock-Albert and Spring-March lots, until such time that the former DSSMSSAB building has been fully occupied for at least 12 months and it has been determined that average utilization rates do not exceed 75%.

Respectfully submitted,

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Appendix A



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 11, 2025

SUBMITTED BY CIMA CANADA INC.

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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**.

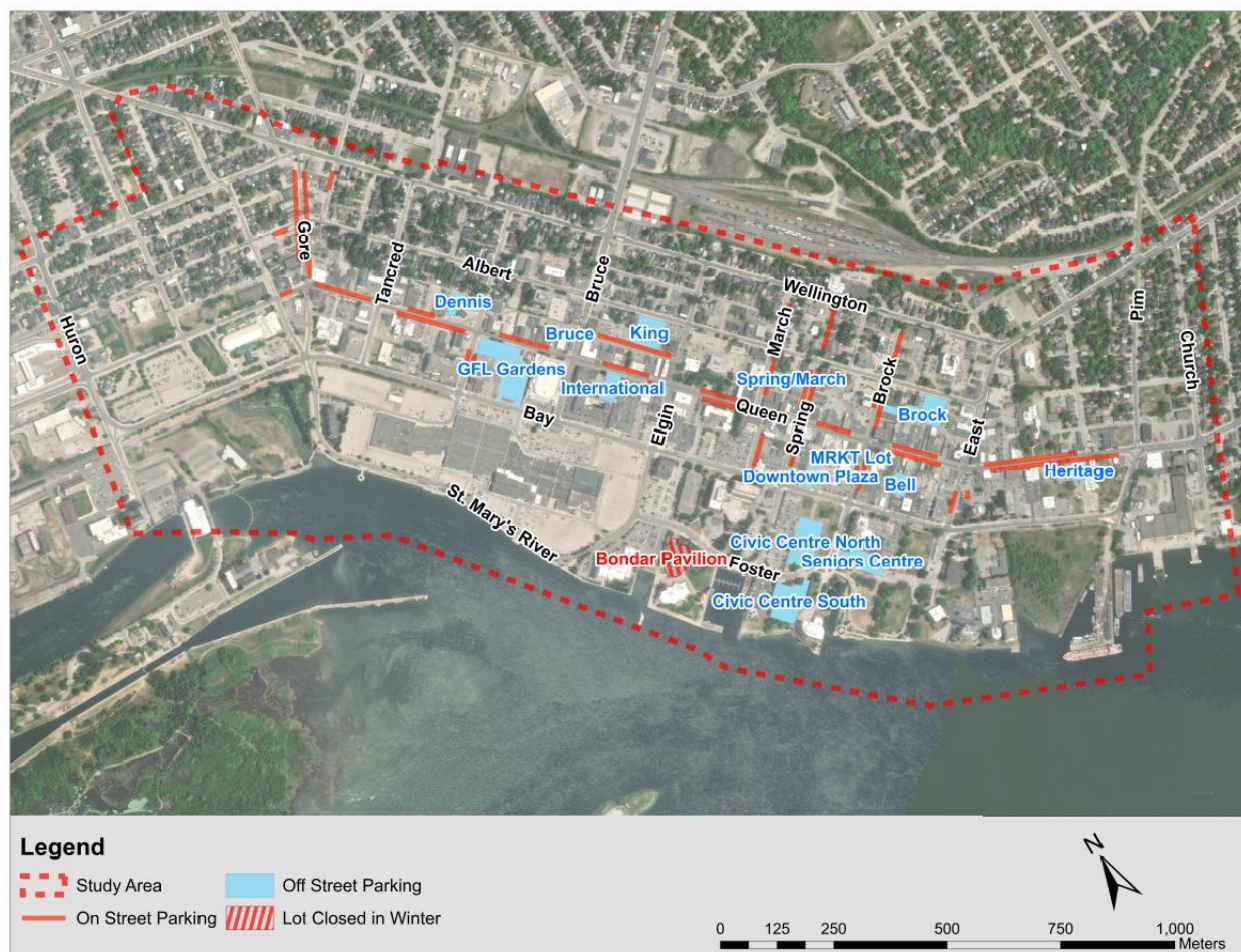


Figure 1: Study Area

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.

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.
- Downtown Plaza, MRKT Lot and Seniors Centre, as well as on-street parking along Gore Street, Blucher Street, Gouin Street and Queen Street (between Tancred Street to Andrews Street), was not part of the original project scope and was not included as part of the parking utilization survey conducted. However, the parking lots as well as the additional on-street parking were considered as part of the total parking supply.
- 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 interval².

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 the 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

² 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.

- 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 adequate³, which means that the effective capacity level is considered sufficient if the expected parking demand is 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.

³ 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.

- 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 weekdays.
- 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	54	30	46	55%	85%	2.5	3
International	49	9	10	19%	20%	5.7	1
GFL Gardens	229	63	93	27%	41%	5.7	1
Dennis	72	13	24	19%	33%	2.9	1
Bruce	21	6	14	29%	67%	1.6	2
Civic South	153	80	96	52%	62%	4.6	1
Civic North	142 ⁴	88	98	57%	64%	5.9	1
Bell	40	10	10	24%	25%	5.8	1
Heritage	31	21	28	69%	90%	2.8	3
Brock	136	54	82	40%	60%	2.7	2
King	127	71	82	56%	65%	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	5	0	1	1%	20%	1.0	1

⁴ As identified during the Parking Utilization Survey. It should be noted that the City indicated that 153 parking spaces are now available at this location.

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)
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%
Lindsay⁵	78%
Fenelon Falls³	50%
Bobcaygeon³	66%
Hamilton⁶	80%
Orangeville⁷	53%
Oshawa⁸	61%
Sudbury⁷	49%
North Bay⁸	Not Enough Available Data

As noted, Sault Ste. Marie has a 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 –**

⁵ City of Kawartha Lakes Downtown Parking Strategy, IBI Group

⁶ City of Hamilton Parking Master Plan, IBI Group, April 2021

⁷ Town of Orangeville Downtown Parking Study, Paradigm Transportation Solutions, March 2017

⁸ 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 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.

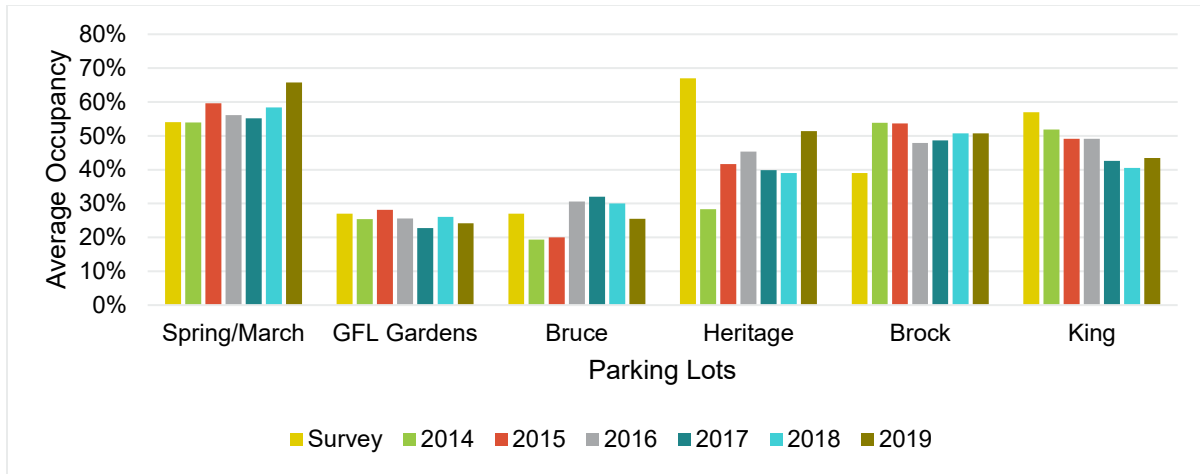


Figure 3: Historical Parking Utilization Rate Comparison

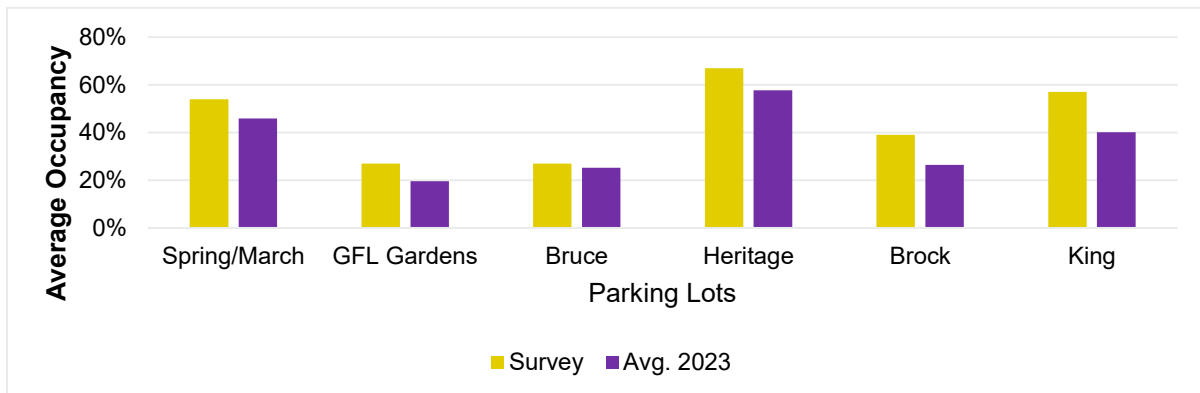


Figure 4b: Parking Utilization Rate Comparison 2023

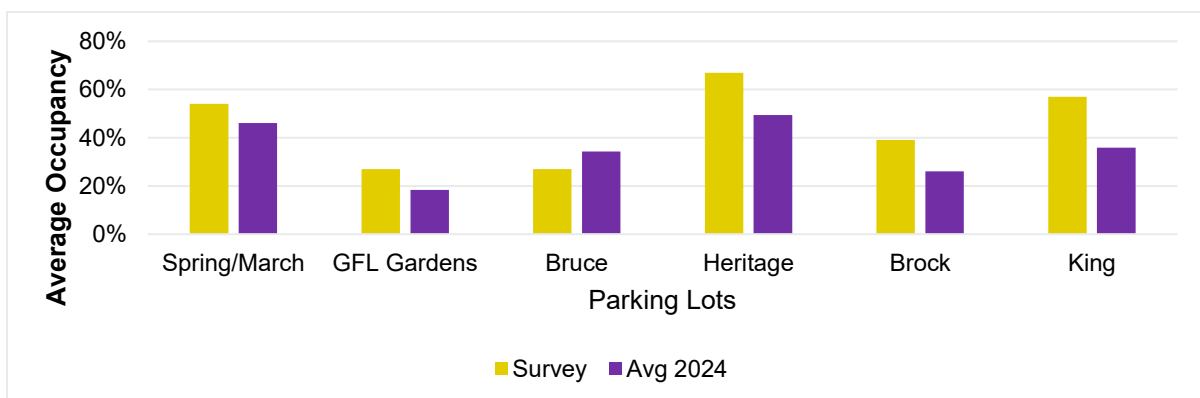


Figure 5c: Parking Utilization Rate Comparison through May 2024



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.

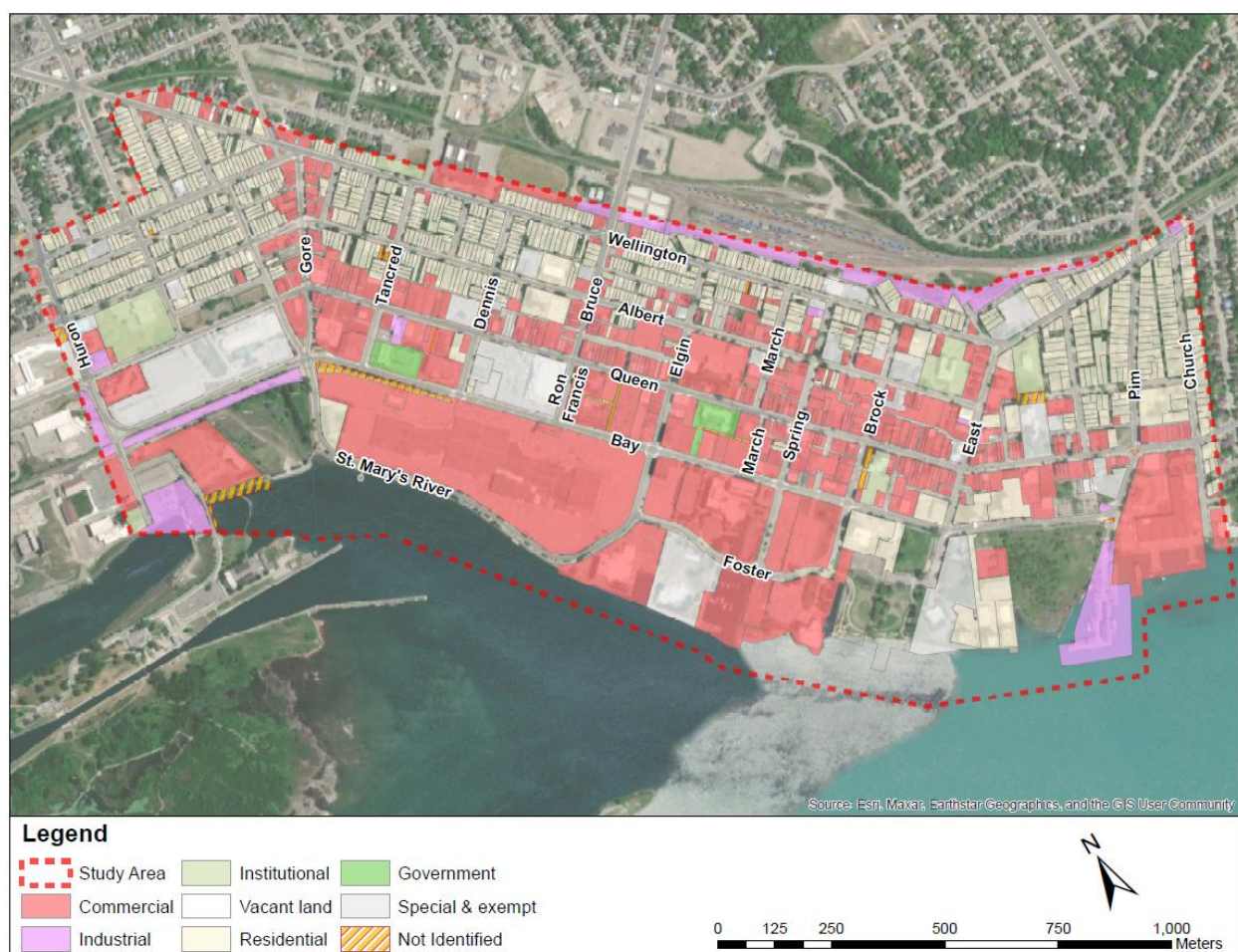


Figure 8: MPAC Land Use Classification

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 1,460⁹. 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					

⁹ As per the Parking Utilization Survey. It should be noted that City Staff indicated that the total parking availability is 1654.

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.

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.

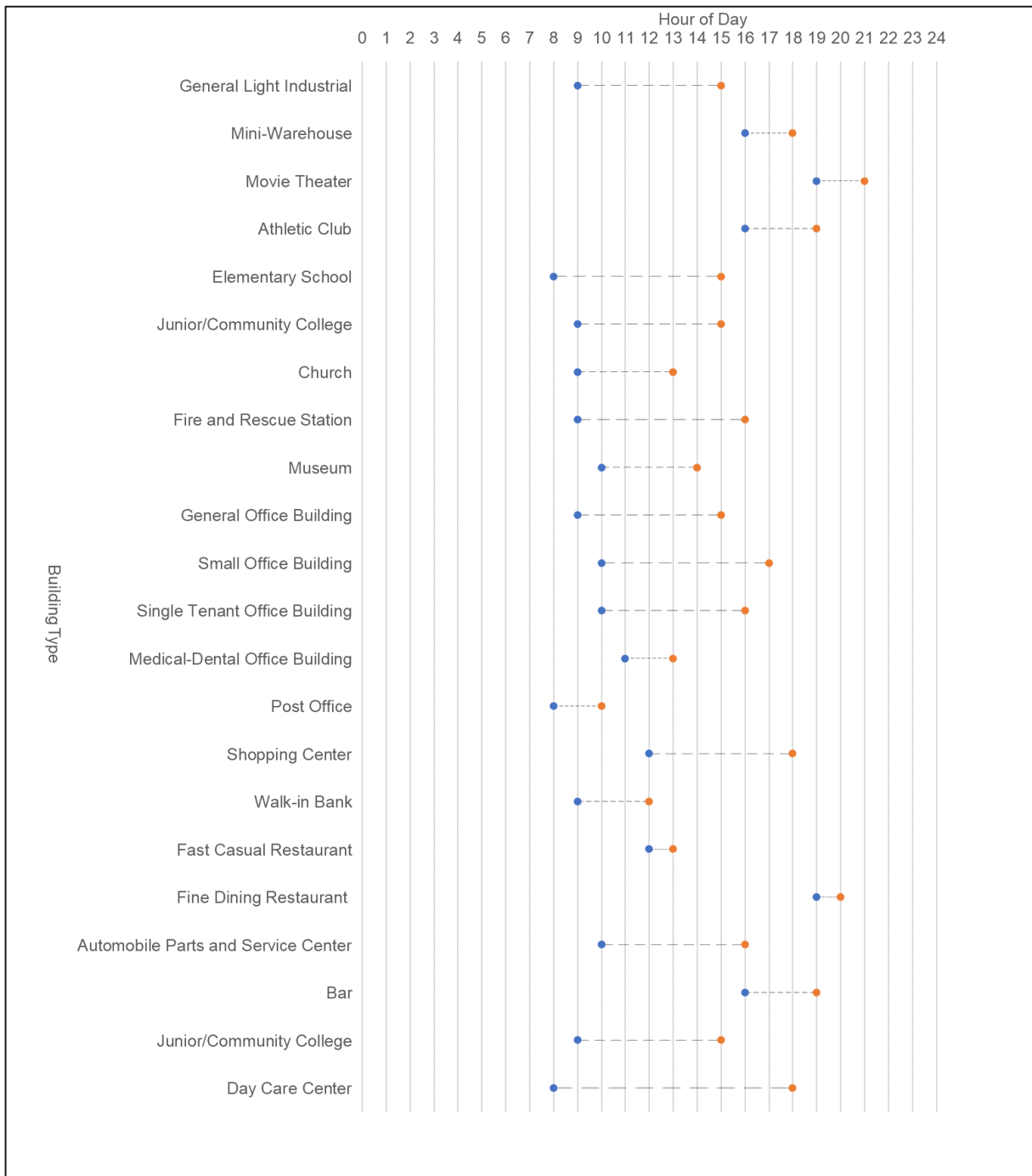


Figure 9: Peak Period for Most Common Building Type – ITE Parking Generation Manual

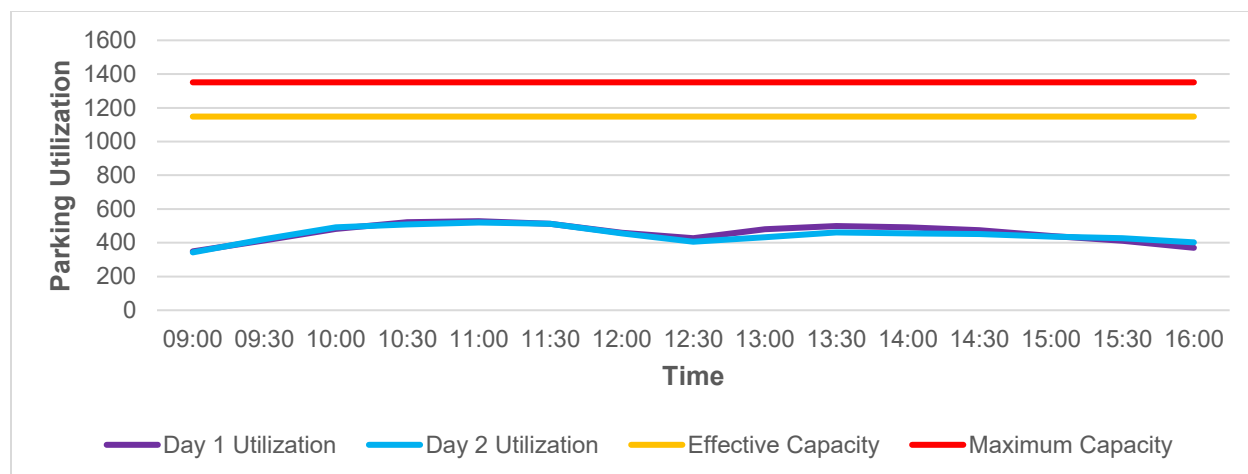


Figure 10: Observed Parking Utilization by Time-Of-Day

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 Institute¹⁰ 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

¹⁰ 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 were 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.

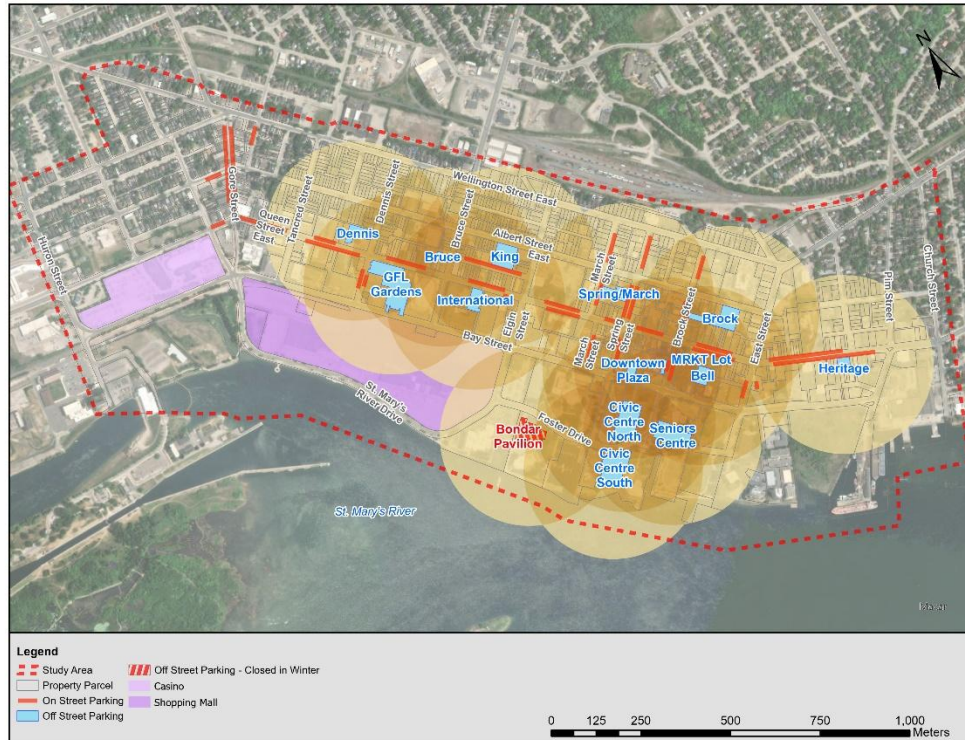


Figure 11: Public Parking Area Catchment Area

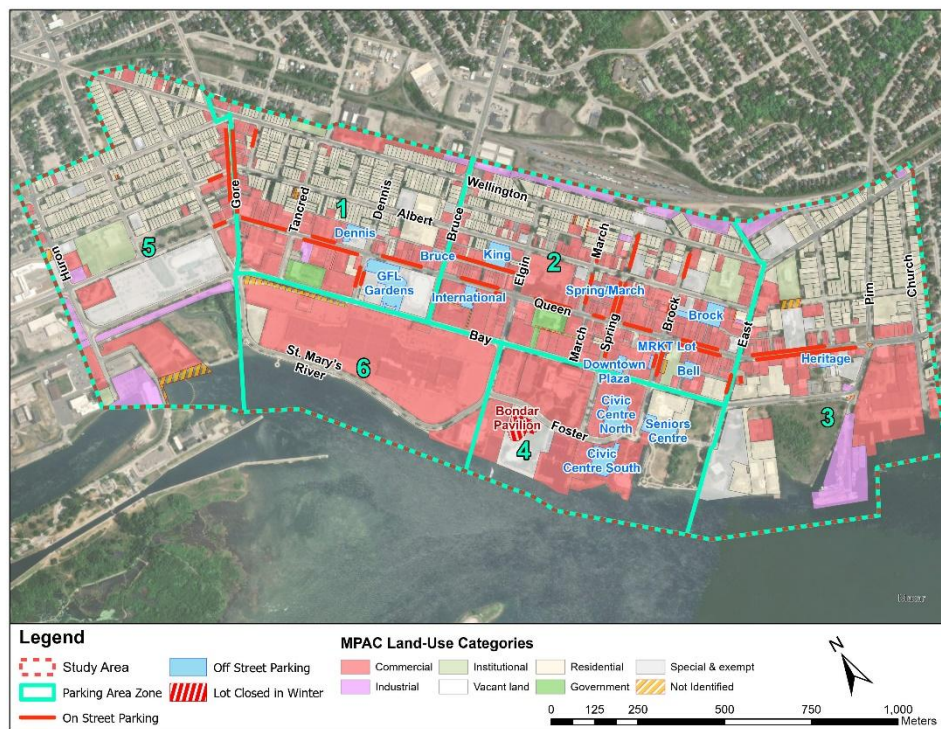


Figure 12: Parking Area Zones

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 1139 parking spaces in Zones 1 to 4¹¹.

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	444	263
2	2845	2559	286	606	320
3	815	815	-**	85	85
4	340	298	42	513***	471***
5	937**	841**	-**	-**	-**
6	178*	274*	-*	-*	-*
Total	6346	5837	509	1648***	1139
<i>*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)</i> <i>**Private Parking Supply estimated to be higher than demand, hence no public parking demand is generated</i> <i>*** Including Bondar Pavilion</i> Public Parking Supply including spaces located on Queen Street from Gore Street to Andrews Street and Albert Street from Gore Street to Andrews Street are 1654. <i>*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.</i>					

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.

¹¹ Based only in the Parking Utilization Survey.

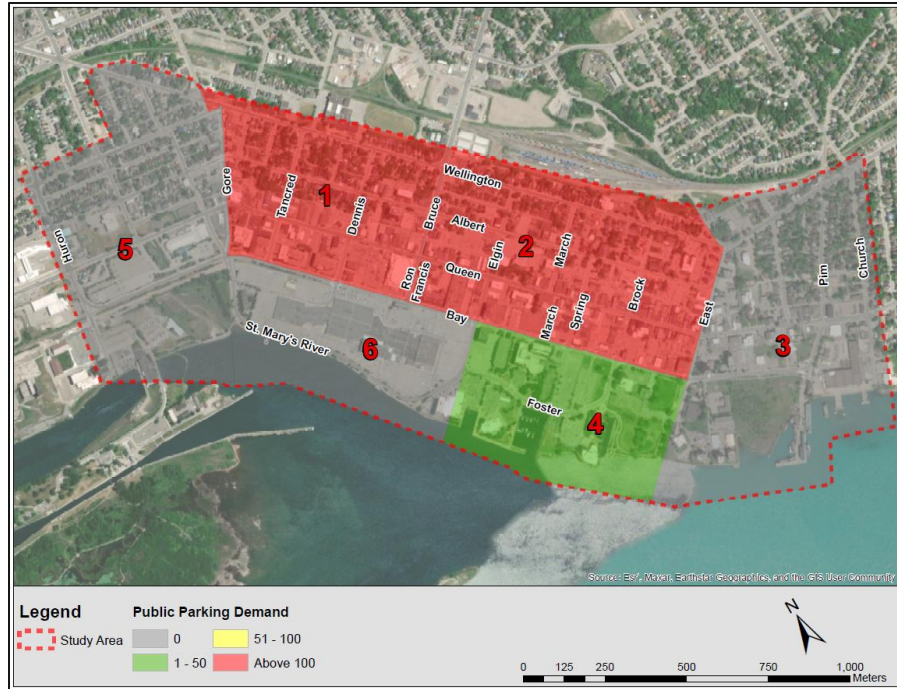


Figure 13: Public Parking Demand

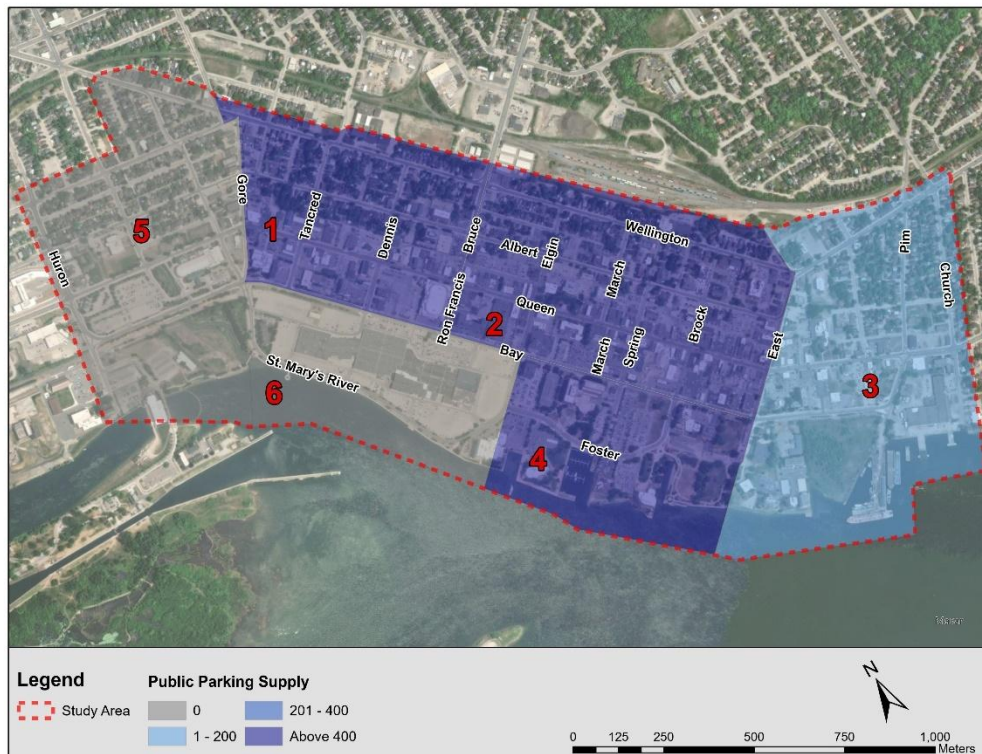


Figure 14: Public Parking Supply

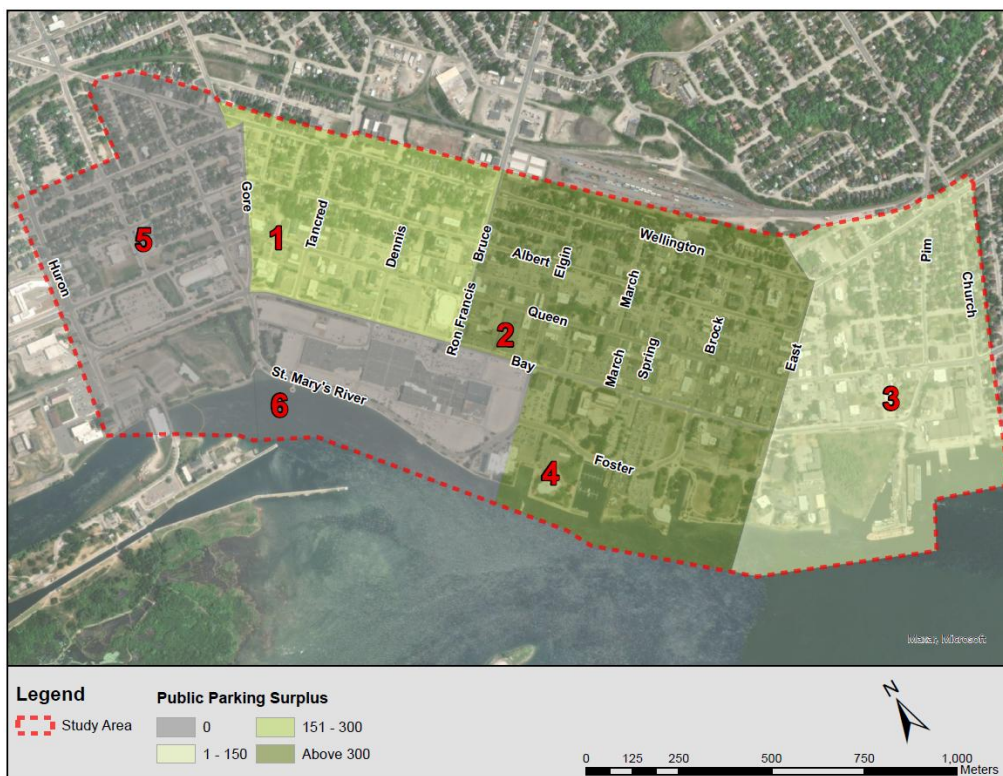


Figure 15: Public Parking Surplus

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	444	263
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	606	320
Special & exempt	512	525	-**		

Land-Use Type	Total Parking Demand	Estimated Private Parking Supply	Public Parking Demand	Public Parking Supply	Public Parking Surplus
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	513	471
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 | |

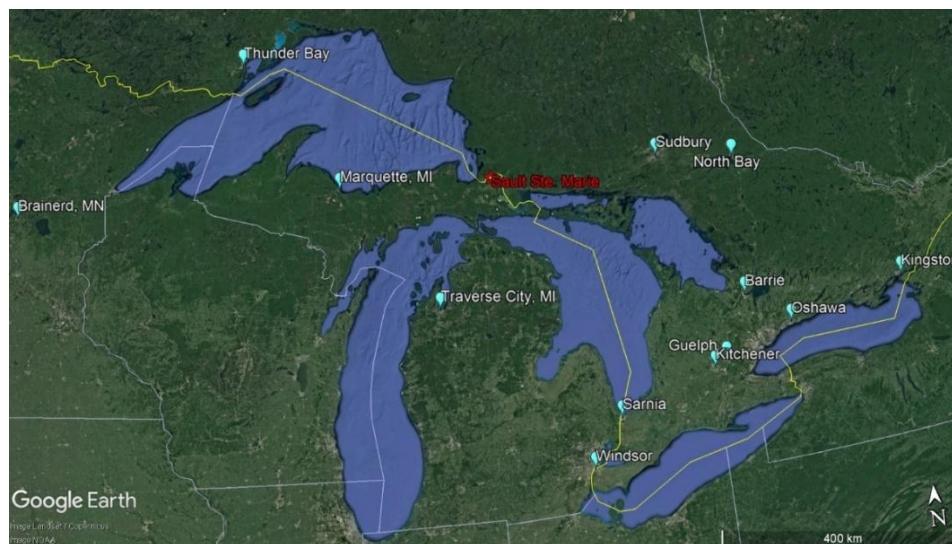


Figure 16: Cities included in the Municipal Scan

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

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

Natural Heritage.

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

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

Zones and certain parts of Commercial Zones.

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.

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.

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

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 (UGC's) and MIX land-uses to differentiate minimum

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 <i>multiple dwellings</i> 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

and maximum parking requirements.

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, 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

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?	-

square feet and 15 seats from the parking space requirements calculations.

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.

Brainerd has 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.

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?	-

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 <i>multiple dwellings</i> 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 the 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 m² 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 accessory office	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
Manufacturing	1/employee	1/20m ²	no min	1/100m ²	no min	1/70m ² of gross floor area	no min	1/45 m ² GFA for the first 2,700 m ² GFA AND 1/additional 180 m ² GFA	1/45m ²	UGC: no min MIX: 1/90 m2 GFA	1/100m ²	no min	no min	no min
Office Uses	3.5/100m ²	1/20m ²	no min	1/30m ²	no min	1/30m ² of gross floor area with a min. 2 spaces	no min	1/27m ²	1/28m ²	UGC: 1/50m ² MIX: 1/33m ²	1/33m ²	no min	no min	no min
Shopping Centres	3.5/100m ²	1/25 m ²	no min	no min	no min	1/18.6m ²	no min	no min	1/21m ²	UGC: no min MIX: 1/40 m ²	1/18m ²	no min	no min	no min
Strip Plazas	3.5/100m ²	1/33 m ²	no min	no min	no min	1/30m ² 2 spaces min	no min	no min	1/24m ²	UGC: no min MIX: 1/40 m ²	1/18m ²	no min	no min	no min
Warehousing, Wholesaling and Distribution Centres	1 /employee on the largest shift	1/90 m ² , plus 1/30 m ² of accessory office	no min	1/ 100m ²	no min	Warehouse:1 /1,000m ² of gross floor area Wholesale: 1/50m ² of gross floor area	no min	1/200 m ²	1/90m ²	no min	1/200m ²	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 & related 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
<i>Sudbury</i>	2-hour free (specified lot)	\$1.30	\$82.00
<i>Thunder Bay</i>	None Provided	\$1.50	\$65.00
<i>North Bay</i>	1-hour free on street (2HR Lot)	\$1.00-\$1.50	\$201.87-\$352.45 QT
<i>Kingston</i>	None Provided	\$1.50 - \$2.00	\$86.75 - \$149.25
<i>Barrie</i>	None Provided	\$1.50	\$66-82.50
<i>Sarnia</i>	2-hour free	\$1.00	\$22-\$50
<i>Windsor</i>	None Provided	\$2.00	\$74.58-\$124.30
<i>Oshawa</i>	None Provided	\$1.25	\$73.00 - \$87.00
<i>Kitchener</i>	2-hour free	\$2.40	\$140.35
<i>Guelph</i>	2-hour free	\$3.00	\$77.77-184.48
<i>Marquette, MI</i>	15-minute free	\$1.00	\$30.00-\$65.00
<i>Traverse City, MI</i>	30-minute free	\$1.50	\$50.00
<i>Brainerd, MN</i>	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 existing 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. It 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.

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 sold 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 were 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 that 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 for 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 on Albert Street.¹²

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.

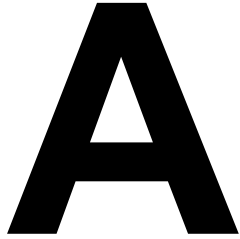
The City currently utilizes the Passport Inc to manage parking payment solutions within the downtown area. The Passport Inc provides the City with raw parking data on a monthly basis, which is classified per off-street parking area and aggregated for on-street parking areas. To monitor the parking utilization 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.

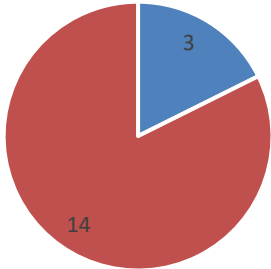
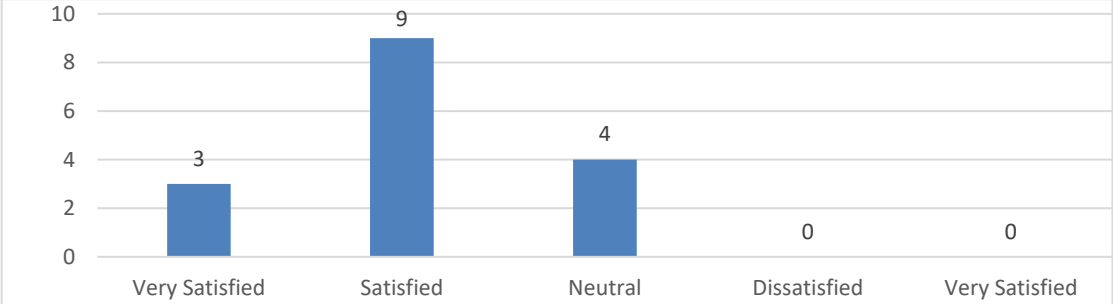
¹² The presence of a telecommunications tower in the vicinity of the parking lot should be also an item for consideration.

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Appendix A: Public Consultation Summary Report

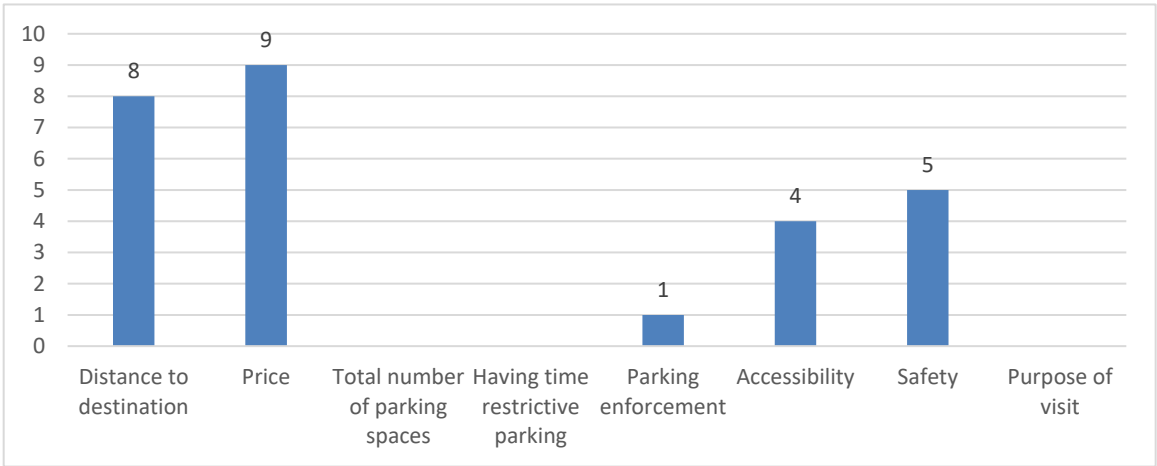
SAULT STE. MARIE - PARKING STUDY			
PUBLIC OPEN HOUSE SUMMARY REPORT			
Purpose of PIC:	The purpose of the Open House was to introduce the study and gather community feedback on the problems and opportunities in the study area and recommendations.		
Venue			
Date:	Wednesday, November 1, 2023		Thursday, November 2, 2023
Time:	7:00 PM to 8:30 PM	6:00 PM to 8:00 PM	5:00 PM to 8:00 PM
Format:	The Open House consisted of a number of in-person meetings consisting of display boards for the public to review and comment on. Staff were available to answer questions. The display boards were posted on the website on November 2, 2023.		
Notification			
News release	The Public Open House Notice was published through a news release on October 19, 2023 through the City’s website and social media.		
Newspaper	The Public Open House Notice published in the Soo Today on November 1, 2023 and November 2, 2023.		
Mail / Email	- Sault Ste. Marie Downtown Association was notified via email on October 5 and October 31, 2023. - Local developers were notified via email on October 5 and October 31, 2023.		
Project Website	The project webpage was updated on October 5, 2023.		
Attendance and Comments			
Attendance:	23 people signed in, and a total of 28 attended.		

SAULT STE. MARIE - PARKING STUDY													
PUBLIC OPEN HOUSE SUMMARY REPORT													
Summary of Comments Submitted during the Open House Comm Sheets	• Liquidate parking to allow for the development of affordable housing. • Invest in public transit and active transportation. • Yearly parking permit to allow for parking anywhere in the City. • Enclosed bicycle parking. • Improvement in attendance to the Greyhound games.												
Comments on Open House slide deck	Question: Do you have any issues finding a parking spot?  ■ Yes ■ No  <table><thead><tr><th>Satisfaction Level</th><th>Count</th></tr></thead><tbody><tr><td>Very Satisfied</td><td>3</td></tr><tr><td>Satisfied</td><td>9</td></tr><tr><td>Neutral</td><td>4</td></tr><tr><td>Dissatisfied</td><td>0</td></tr><tr><td>Very Satisfied</td><td>0</td></tr></tbody></table>	Satisfaction Level	Count	Very Satisfied	3	Satisfied	9	Neutral	4	Dissatisfied	0	Very Satisfied	0
Satisfaction Level	Count												
Very Satisfied	3												
Satisfied	9												
Neutral	4												
Dissatisfied	0												
Very Satisfied	0												

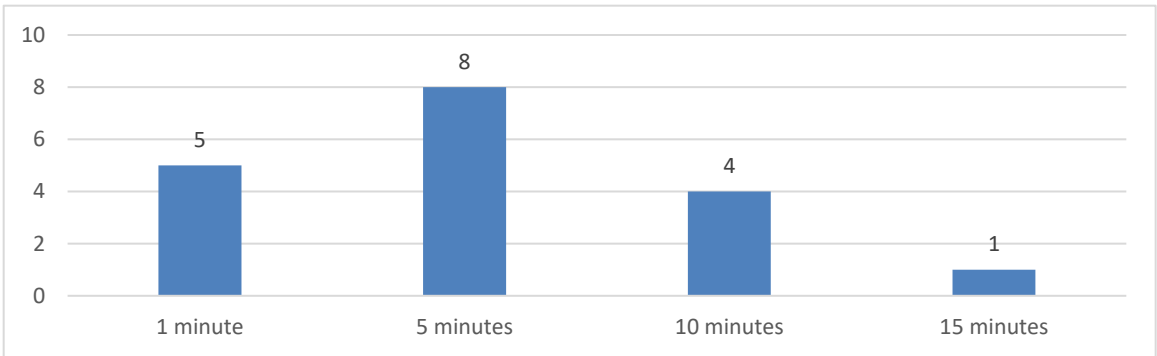
SAULT STE. MARIE - PARKING STUDY

PUBLIC OPEN HOUSE SUMMARY REPORT

Question: What is the most important to you when looking for parking?



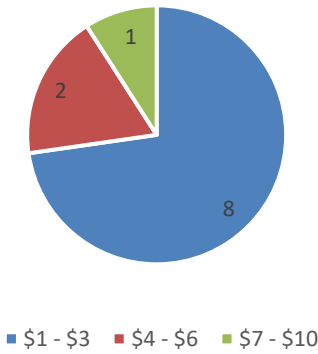
Question: How far are you willing to walk from your parking spot to your destination?



Question: If a location is closer to your destination but available only as paid parking, how much would you be willing to pay to park?

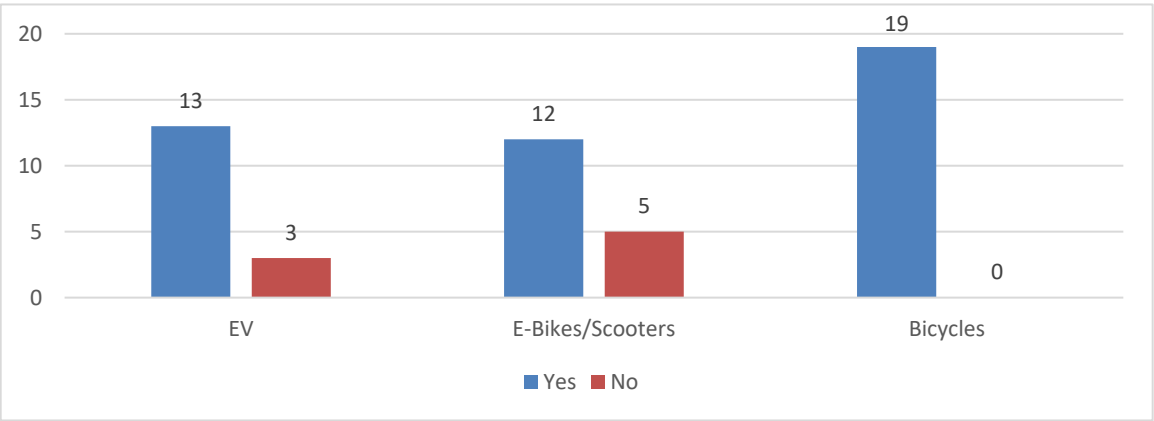
SAULT STE. MARIE - PARKING STUDY

PUBLIC OPEN HOUSE SUMMARY REPORT

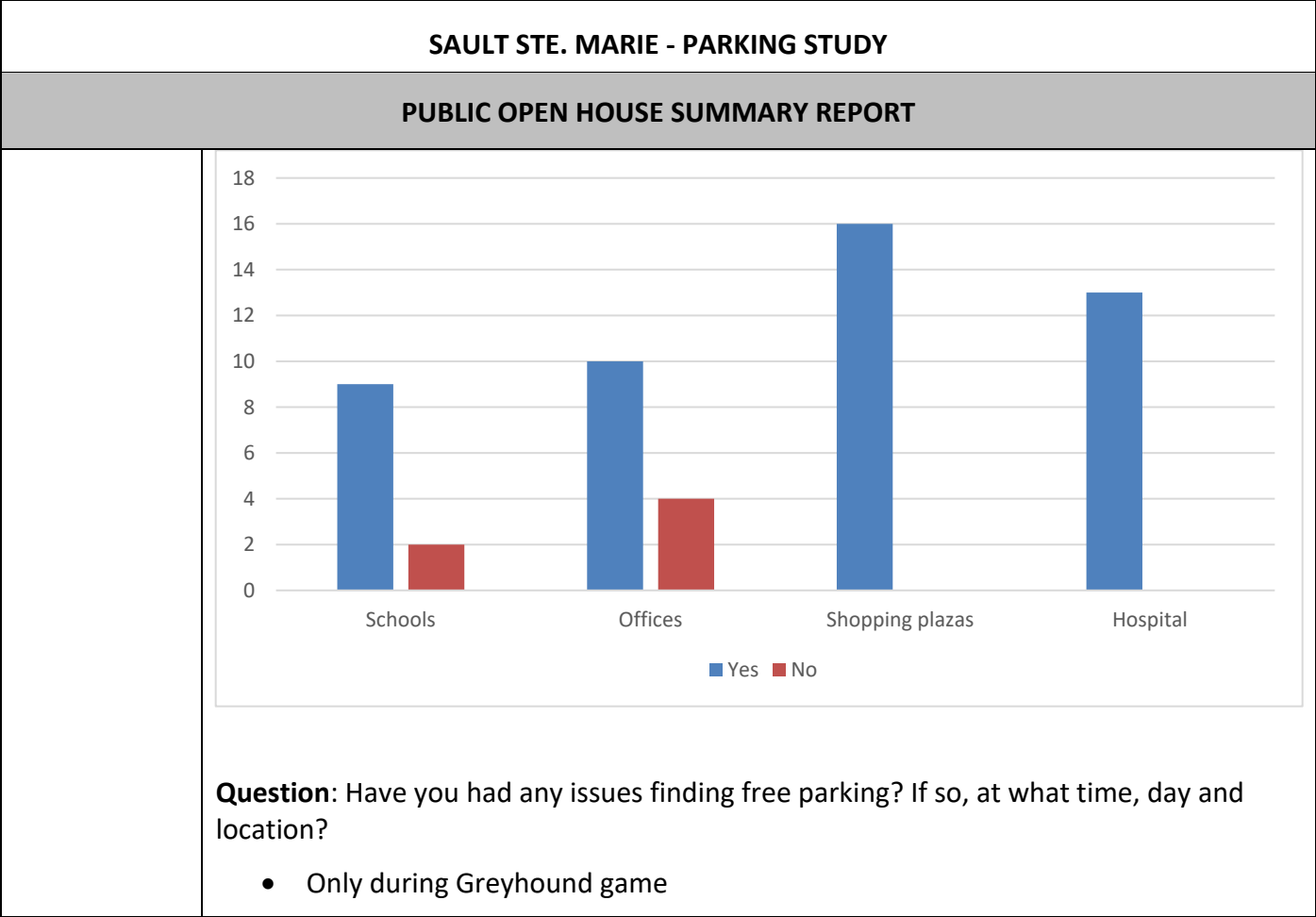


*Public added a category for \$0 and 4 dots were added to this

Question: Would you support minimum requirements?



Question: Do you think there are adequate number of parking spaces available?



Attachment A: Survey Report

Parking Survey Results

Please select your age group:

22%	35 to 44 years old	46 ✓
21%	55 to 64 years old	43 ✓
21%	65 to 74 years old	43 ✓
12%	25 to 34 years old	25 ✓
12%	45 to 54 years old	24 ✓
9%	75 and over	19 ✓
3%	18 to 24 years old	6 ✓
0%	Under 18	0 ✓

206 Respondents

Which of the following best describes you as a user of parking in Downtown SSM? (select all that apply):

71%	Consumer	139 ✓
31%	Resident	61 ✓
13%	Business Employee	25 ✓
4%	Business Owner	7 ✓

196 Respondents

How often do you visit Downtown SSM?

40%	Weekly	82 ✓
25%	Monthly	51 ✓
23%	Daily	47 ✓
12%	Rarely	24 ✓

203 Respondents

Which day(s) and period(s) of time do you typically visit Downtown SSM? (select all that apply)

63%	Weekdays	123 ✓
51%	Afternoon (12pm-4pm)	99 ✓
49%	Weekends	96 ✓
36%	Morning (9am-12pm)	70 ✓
34%	Evening (4pm-8pm)	66 ✓
8%	Late Night (after 8pm)	15 ✓

195 Respondents

What is your primary mode of travel to reach Downtown SSM?

93%	Car	183 ✓
4%	Walk	7 ✓
3%	Bicycle	5 ✓
1%	Transit	1 ✓
0%	Scooters / E-bikes	0 ✓

196 Respondents

What is your primary purpose of visiting Downtown SSM?

38%	Shop	75 ✓
37%	Use a service	72 ✓
16%	Work	32 ✓
6%	Other	12 ✓
3%	Attend event	6 ✓

197 Respondents

When visiting Downtown SSM do you typically have any issues finding a parking spot?

57%	No	113 ✓
43%	Yes	84 ✓

197 Respondents

Thinking about the last time that you tried to find a parking space in Downtown SSM. How would you measure your satisfaction with parking availability?

37%	Satisfied	72 ✓
24%	Neutral	47 ✓
21%	Dissatisfied	41 ✓
13%	Very satisfied	26 ✓
6%	Very dissatisfied	12 ✓

197 Respondents

Thinking about your next visit to Downtown SSM, what could you consider as most important while looking for a parking space? Rank the following factors from most important (1) to least important (7).

89%	Distance to destination	Rank: 1.94	157 ✓
79%	Price	Rank: 3.23	139 ✓
78%	Safety	Rank: 3.51	137 ✓
79%	Having time restrictive parking	Rank: 4.32	139 ✓
70%	Total number of parking spaces	Rank: 4.97	124 ✓
75%	Accessibility	Rank: 5.00	132 ✓
69%	Purpose of visit	Rank: 5.02	121 ✓
71%	Parking enforcement	Rank: 6.41	125 ✓

176 Respondents

If you are a resident of Downtown SSM, how often do you park your car on-street?

74%	Not too often	59 ✓
9%	Daily	7 ✓
9%	Every couple of days	7 ✓
9%	Weekly	7 ✓

80 Respondents

How far are you willing to walk from your parking spot to your destination?

47%	1 minute	89 ✓
45%	5 minutes	85 ✓
4%	10 minutes	8 ✓
3%	15 minutes	6 ✓

188 Respondents

If a location is closer to your destination but available only as paid parking, how much would you be willing to pay to park (per event)?

95%	1 to 3 dollars	164 ✓
3%	4 to 6 dollars	6 ✓
2%	7 to 10 dollars	3 ✓

173 Respondents

SUBMITTED BY CIMA CANADA INC.
400–3027 Harvester Road
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cima.ca



Downtown Association

Business Improvement Area

496 Queen Street East

Sault Ste. Marie, ON P6A 1Z8

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**DOWNTOWN ASSOCIATION****MEMBERSHIP PARKING SOLUTION REPORT TO THE CITY OF SAULT STE. MARIE**

On July 10, 2024, at the Downtown Association (DTA) Board of Directors Meeting under agenda item 7, the minutes and summary of solutions to the parking discrepancies that resulted from the DTA Parking Subcommittee Town Hall on July 4, 2024, were reviewed, discussed, and compiled. This Townhall engagement was the result of The City of Sault Ste. Marie City Council meeting agenda item 8.3.1 with respect to the Council approved Parking Agreement between the North Shore Tribal Council and the Sault Ste. Marie Housing Corporation. The DTA Board of Directors approved a motion to forward these solutions to the parking discrepancies to The City of Sault Ste. Marie to resolve these concerns.

Below are the listed solutions for consideration of implementation and the approved motion by the DTA Board of Directors.

1. Downtown Parking Garage/Facilities.
2. Reserved parking for Downtown business customers only closest to businesses along Queen Street and designated parking pass areas, with visible signage to indicate these areas as well as enforcement of pass holders parking outside the designated areas within the lots.
3. Signage to direct parking to different available lots for pass holders.
4. Additional public transit funding to make transit a more viable option as well as having a dedicated Downtown transit loop to get people accustomed to parking in one place and utilizing transit to travel within the Downtown with a decreased need for vehicles to decrease the demand for parking.
5. Cap the issuing of parking passes for the next 12 months and review at the end of the period whether to increase the number of parking passes allotted annually.
6. Commitment to consistent snow removal within the lots to ensure there is a full complement of available parking in each lot through the winter months.
7. Acquisition of land/buildings on Wellington Street to dedicate for parking.

Motion: Submission of Membership Parking Solution Report to The City of Sault Ste. Marie.

Moved by Nicholas Rosset, Seconded by Paul Scornaienchi.

Approved unanimously. None Opposed.

DOWNTOWN ASSOCIATION PARKING SUBCOMMITTEE

TOWN HALL MEETING REPORT

JULY 4, 2024 | MANE STREET CAFÉ | 626 QUEEN STREET EAST | 5:15PM

The town hall meeting regarding parking issues in regarding the Brock-Albert, Spring-March, and Bell Avenue parking lots covered a wide range of concerns and proposals after the Parking Agreement made between North Shore Tribal Council (NSTC), the District of Sault Ste. Marie Housing Corporation (SSMHC) and the City of Sault Ste. Marie at the June 24, 2024, City Council meeting. Summary of the main points discussed, and potential solutions suggested:

1. Purpose of Meeting and Parking Passes:

- The meeting aimed to address parking pass purchases by NSTC and SSMHC as part of a lease agreement.
- Discussions centered around the need for a solution-based approach.

2. Parking Capacity and Data:

- Brent Lamming provided data showing a 26% average capacity in parking lots.
- Questions were raised about the accuracy and validity of parking studies conducted during COVID lockdowns.

3. Specific Issues and Concerns Raised:

- Businesses expressed concerns about parking availability and the impact on customers.
- Requests were made for dedicated parking spaces for certain businesses or times (e.g., weddings, funerals).
- Issues with snow removal, peak times, and variable business hours were highlighted as challenges.

4. Proposed Solutions and Suggestions:

- Consideration of using other lots or building a parking garage was suggested.
- Suggestions included revisiting parking enforcement, using signage to reserve spaces, and improving public transit options.
- Concerns were raised about fairness in issuing parking passes and zoning by-law adherence.

5. Responses and Actions:

- Discussions involved the possibility of stopping pass sales to address concerns about availability.
- Commitments were made to review peak times and revisit parking allocation strategies.

Downtown Association

Business Improvement Area

496 Queen Street East

Sault Ste. Marie, ON P6A 1Z8

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**6. Public Perception and Safety:**

- Concerns were raised about downtown safety and the adequacy of current parking solutions.

7. Conclusion:

- The meeting concluded with a call for a shift from complaints to constructive solutions and a commitment from City Council to address business concerns appropriately.

Overall, the meeting highlighted a complex interplay of Downtown Association Member and stakeholder interests, data concerns, and logistical challenges in managing downtown parking effectively. The proposed solutions ranged from immediate adjustments in pass allocation to long-term infrastructure considerations such as building new parking facilities.

With this summary of engagement, the Downtown Association Board of Directors will resolve on the direction forward short to long term in respect to this matter at the July 10, 2024 Board of Directors meeting.

The following pages of this report are the minutes of the July 4, 2024, Downtown Association Parking Subcommittee town hall meeting.

The Downtown Association
July 2024 Parking Committee Special Meeting
Minutes



July 4, 2024 / 5:15 PM / Mane Street Café / 626 Queen Street East

Board Members: Nicholas Rosset, Chair; Marnie Stone, Director (Parking Subcommittee Chair); Angela Caputo, City Council Representative; Kristi Cistaro, Treasurer; Jacob Rendell, Director; Angela Romano, Director.

Staff: Nicholas Luck, Executive Director; Ashton Carter, Coordinator.

Attendees: Lisa Vezeau Allen, City Councillor; Sonny Spina, City Councillor; David Helwig, SooToday; Kyle Darbyson, Sault Star; Douglas Millroy, First Local News; Richard Kim, Woolworth Building; Gail Maich, Silver Threads; Tom Vair, CAO, City SSM; Brent Lamming, Deputy CAO, City SSM; Salvatore Marchese, City SSM Planning Department; John Delorenzi, Allora Espresso Imports; Robert Pryor, SOO MRKT; James Wishon, Camera Craft; Joe Fratesi, Stakeholder; John Wilson, Westminster Presbyterian Church; Krista Nolan, Mane Street Co.; Laurie Krezek, Head To Toe Salon and Spa; Krista Williams-Fratesi, Head To Toe Salon and Spa; Anne-Marie Caicco, The Healing Loft.

1. Call meeting to order:

5:16 PM

2. Land Acknowledgment read by Parking Committee Chair, Marnie Stone

3. Approval of the July Parking Committee Special Meeting 2024 Agenda

Moved by Nicholas Rosset. Seconded by James Wishon.

All in favour. None opposed.

4. General Minutes

- Nicholas Rosset presented the July Parking Committee Special Meeting overview.
- Marnie Stone stated the purpose of the Special Meeting is to approach the purchase of parking passes by North Shore Tribal Council (NSTC) in the lease agreement from a solution-based angle.
- John Delorenzi asked if the request for parking was based on the number of employees coming to work.
- Nicholas Rosset stated there is a by-law requirement but no specific determination for parking passes being assigned to people specifically.
- Robert Pryor asked if there was data to determine actual numbers of what parking capacity is being used in

the area

- Brent Lamming stated there is a 26% capacity on average for these parking lots.
- Lisa Vezeau-Allen stated NSTC and DSAB are looking for solutions and to work together – added point of having 50 additional customers in the downtown. Also stated there are visible vacancies in the parking lots at various times during the day. Also stated the need for healthcare providers in the downtown.
- James Wishon asked what time of year the CIMA survey was taken.
- Brent Lamming stated there is constant parking data being collected by commissionaires in addition to the CIMA parking study.
- John DeLorenzi asked how the previous agreement for the demolition of the old DSAB building was reconciled with the new agreement.
- Salvatore Marchese stated City staff coordinated to change the demolition agreement when NSTC expressed an interest in purchasing the old DSAB building.
- Joe Fratesi stated The City and council connected to the sale of the building are being negligent and are using bad data to determine the parking minimums and maximums.
- Brent Lamming stated the data is not bad as it extends beyond the range of the public perception of the survey. It was conducted over the course of 4 years beginning in 2019 and is also being used in conjunction with City SSM parking data, which ranged as far back as 2014.
- Angela Caputo stated the demolition funds in question are set aside on a needs-basis and further, the contention that City Council has done anything “back door”-ish is false.
- Richard Kim stated the issue of this meeting has nothing to do with the business entering the downtown but rather has to do with parking space for patrons of the adjacent businesses who are already there and finding a solution to this discrepancy.
- John Wilson stated in 1965, the parking authority approached Westminster Church to purchase land and a subsequent “provisal” was given that the church would have allotments as per contractual obligations to be able to use the parking lot for their weddings, funerals, and the bargain bin sales when they were needed.
- John Wilson stated the church has had a demonstrated ability to use these parking spaces without the need for a parking pass in the recent past as evidence of this agreement between Westminster Church and The Corporation of The City of Sault Ste. Marie.
- Marnie Stone asked for clarification that John Wilson is asking for a special designation for parking spots.
- John Wilson clarified that there is a physical contract that is specific about the parking spots in question.
- Tom Vair stated the physical “contract” document does not state any specific special designations for parking to Westminster Church, regardless of conversations that may have been had in the past.
- Gail stated there is no parking at her business and that she has to pay extra taxes for parking.
- Marnie Stone suggested that parking passes should be given to acquire parking.
- Gail asked why other lots are not being considered for the pass purchases for this new business.

- Marnie Stone clarified that parking for this lease agreement must be within a certain radius of the business moving into the old DSAB building.
- Laurie Krezek stated that overall, parking is not an issue. However, she believes the study that was used to justify this bulk parking pass purchase is not valid due to it being completed during COVID lockdowns, the timeframe for the parking data collection not fully capturing the reality of parking in the downtown, and discrepancies with open/close hours between businesses.
- Angela Caputo asked to clarify the issue with the CIMA study being done during off months.
- Brent Lamming stated the study was done over a course of time that did include potential off-times.
- Krista Nolan stated that parking data collection by The City is inherently flawed by the times in which they are physically collecting the data and the years in which the study was done were during unprecedented low-times due to COVID lockdowns.
- Krista Nolan stated that business average hours of operation are too variable between independent businesses.
- Jake Rendell asked Brent Lamming how many spots are in the Bell Avenue lot.
- Brent Lamming stated there are 45 spots in that lot.
- Jake Rendell asked if the lot would be at capacity with the overflow from the NSTC spots.
- Brent Lamming stated it would not be at capacity.
- Sony Spina stated the perception of parking versus the reality of parking seems to be the issue – asked if the DTA could share stats to assuage the perception issues businesses are facing in regard to transparency with The City.
- Brent Lamming stated data can be shared with the DTA.
- Marnie Stone stated the DTA will share this information.
- Angela Caputo stated that during the winter months, parking lots are monitored and ploughed when they reach a certain level of capacity.
- Nicholas Rosset stated that when using the maximums to determine the capacity of the lots, it turns out to be well over the maximum for each lot when the numbers are rendered.
- Tom Vair stated that the commissionaire is checking the lots four time a day which The City believes is reasonable to determine the averages for the lots.
- Nicholas Rosset asked if peak times are considered when rendering recommendations to Council on these parking passes.
- Tom Vair stated this may be revisited later to consider a possible other solution.
- Nicholas Rosset asked if it was possible to utilize some of the decrepit houses on Wellington Street to create additional surface parking lots.
- Tom Vair stated the position of The City would be to build a parking “building” as opposed to demolishing

buildings to create more surface lots.

- Nicholas Rosset asked if it is possible to revoke the by-law variance and consider a different solution.
- Tom Vair stated that a commitment has been made to NSTC.
- Brent Lamming stated there are opportunities to consider other lots in the future.
- Krista Nolan stated her business was devastated by COVID and peak times are not being taken into consideration vis-a-vis a literal human issue of commissionaires not being present at lunchtime. Also stated that winter months will present a problem with spots being buried under snow and some snow removal commitments would be needed to make that feasible.
- Krista stated that businesses had no time to consider the issue and were not consulted and should have been.
- Joe Fratesi stated that the main issue with the perception from business owners to City Council was that businesses were not in fact consulted where it was stated they were.
- Marnie Stone stated that a shift from complaints to solutions would be helpful and asked if the Windsor Park parking lot could be used to compensate for some of these parking stressors.
- John DeLorenzi stated that the spots need to be considered as possibly assigned for certain businesses.
- Brent Lamming stated that this would be counter to the current parking standard of “first come, first serve.”
- Jake Rendell asked if there was an option to change the commitment timeframe while NSTC considers their own solutions to this issue.
- **Angela Caputo asked if there was a possibility to stop selling passes at present time to assuage anxieties about parking passes being sold out.**
- Laurie Krezek stated the passes are already sold out for the year.
- Laurie Krezek asked if this would prevent annual parking passes from being purchased by other annual pass holders.
- Angela Caputo clarified that it would not prevent annual pass holders from purchasing passes but instead would prevent additional passes from being sold.
- **Anne-Marie Caicco suggested that a parking garage be built to fix the issue of lack of parking.**
- John Wilson asked what the solution would be if there was a funeral to take place at Westminster Church with these parking changes.
- Brent Lamming suggested there are plenty of spots nearby.
- Laurie Krezek suggested that it is inappropriate to ask vulnerable folks (elders, children) to walk any extended distance due to security issues in the downtown.
- Sonny Spina suggested that Division 2 will help alleviate these safety & security issues in the downtown.
- Sony Spina stated that parking is a luxury not a right. Conferred with earlier suggestions.

- Marnie Stone thanks Council for their participation and asked for reassurance that Council hears the concerns of business owners and that they will be addressed in an appropriate fashion.
- **Angela Romano suggested carpooling/transit to shuttle DSAB employees to and from the building to alleviate parking stressors.**
- **Angela Caputo suggested that signage might be used to reserve spaces closer to businesses that are earmarked for “downtown shoppers only”.**
- Krista suggested that previous parking enforcements should be revisited to assist with parking stressors. Also asked if there would be reporting for parking issues in the downtown to capture data.
- Brent Lamming suggested that all issues or complaints about parking be directed to the City parking coordinator. (Nicole?)
- **John Wilson suggested signage to direct parking preferences to guide the flow of parking traffic.**
- Angela Caputo suggested that completely filling the lots by way of directive signage could potentially harm adjacent businesses.
- Kristi Cistaro stated the obstacles that businesses face means they should be made a priority in the discussion and suggested City Council does not create another obstacle by viewing these concerns as pushback.
- Laurie Krezek suggested not giving as many passes to NSTC because they don’t know how many employees they will have.
- Marnie Stone asked Laurie Krezek what the ideal solution would be.
- Laurie Krezek stated it would be dedicated parking for DSAB.
- Joe Fratesi stated zoning by-laws are not being respected.
- Richard Kim asked if it would be feasible to build a structure on the current lot to increase parking for NSTC.
- Tom Vair stated they do not have the room.
- A stakeholder asked what was happening at the St. Lukes building.
- Marnie Stone asked if they would lease the spot for parking.
- Robert Pryor stated Mill Market has current parking problems.
- Tom Vair stated Mill Market uses City Hall parking on the weekends.
- Laurie Krezek asked why others would be declined for similar by-law restrictions but NSTC was given an exception.
- Tom Vair clarified that NSTC asked for a parking by-law variance and were told they need to secure 90 spots, at which point they asked The City if 90 spots were available in the municipal parking lots.
- Laurie Krezek asked why other businesses are denied similar requests.

- Tom Vair stated he is unaware of that specific situation.
- Laurie Krezek stated the average person doesn't want to walk to businesses if they can't park directly in front of the business they are visiting.
- **Jake Rendell stated that additional funding for transit would help alleviate the transition to getting the population walking as opposed to driving.**
- Richard Kim stated his clients won't use transit and further stated that SSM "is not and will never be" a walking city.

5. Adjournment

Moved by Marnie Stone. Seconded by Nicholas Rosset.

All in favour. None opposed.

August 30, 2024
241180

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

Attn: Mr. Peter Tonazzo, RPP, Director of Planning

Re: Albert Street East Parking Garage Feasibility Review

INTRODUCTION

TULLOCH was retained to complete a feasibility review and high-level Class 'D' Construction Cost Estimate for a two-level parking garage structure located on the City-owned property between Albert Street East and King Street, west of Elgin Street (civic address 347 Albert Street East).

The subject property is currently utilized as a City-owned parking lot approximately 59.5 metres by 64 metres and contains approximately 129 parking spaces. The property is Central Commercial Zone – C2 which permits lot-line-to-lot-line building footprints as stated in the City of Sault Ste. Marie Zoning By-Law 2005-150. See **Figure 1** for an ariel view of the subject property.



Figure 1: Albert Street East Parking Lot, City of Sault Ste. Marie Mapping

As part of this feasibility review, TULLOCH completed a conceptual parking garage layout to determine approximate ramp requirements, ramp and stairwell locations, entrance/exit locations and maximum vehicular capacity (i.e. number of parking spaces) for a two-level parking structure.

FEASIBILITY REVIEW

In completion of the feasibility review, the following design guidelines and parking structure best practices were considered:

- Lot-line-to-lot line building footprint construction in accordance with the City of Sault Ste. Marie Zoning By-Law resulting in structure plan dimension of approximately 57.3 metres by 61.5 metres (+/-1.0 metre offset from property line to allow for traditional spread/strip footing foundations). Property dimensions were approximated from the information available on the City of Sault Ste. Marie's online mapping tool.
- Parking space size and aisle width as specified in the City of Sault Ste. Marie Zoning By-Law 2005-150.
- Finished floor to finished floor height of 3 metres (10 feet), which would allow for a minimum Level-1 headroom clearance of approximately 2.1 metres (7 feet).
- Maximum ramp slope of 14% complete with 3 metre long transition ramps at each end.
- Two (2) stair locations, one (1) located on Albert Street East and one (1) located on King Street, to provide two (2) means of egress.
- No dead-end parking corridors.
- Cast-in-place concrete suspended slab and column construction. Other construction materials (i.e. pre-cast concrete complete with shear walls) may be considered in the design development phase of the project but were not considered for this feasibility review.

Based on the above guidelines, a two-level parking structure approximately 57.3 metres by 61.5 metres (total area of 7,048 sq.m or 75,860 sq.ft) at the proposed property would have a total capacity of **+/-175 parking stalls**. This represents an approximate 35% increase in the number of parking stalls in comparison to the existing parking lot. Appended to this letter is a conceptual parking garage layout for reference. Based on our review, the following would generally apply to the parking structure:

Level-2 Access Ramp: The ramp to Level-2 would be approximately 25 to 28 metres long and would consist of a 3 metre long transition ramp at the top and bottom with 6 to 7% grade, and a main ramp approximately 19 to 22 metres long with 12 to 14% grade. The ramp may be located on any of the four (4) perimeter walls to best suit the desired entrance and exit locations without significant impact to vehicular parking capacity.

Entrances / Exits: For the purposes of this review and to maximize the number of parking spaces, we have located the entrance and exit at the same location on Albert Street East. The final entrance and exit locations may be modified

to suit the desired traffic flow from Albert Street East and King Street without significant impact to vehicular parking capacity. If separate entrance and exit locations are required, a reduction in the number of parking stalls can be expected.

Stair Locations:

Stairs have preliminary been located along Albert Street East and King Street, generally in corners which do not significantly impact the total number of parking stalls.

CLASS 'D' CONSTRUCTION COST ESTIMATE

In preparation of the Class 'D' Construction Cost Estimate, the structure was assumed to be of reinforced cast-in-place concrete construction which is common practice for parking structures. It should be noted that no structural design work was completed as part of this assignment, and all structural members as stated below were assumed based on structures of similar size and construction. The following was generally included in the construction cost estimate:

- Traditional spread/strip footing foundations at frost depth bearing on native soils.
- Concrete slab-on-grade 125mm thick at Level-1.
- Concrete columns and exterior walls/columns 300mm thick, supporting a two-way concrete suspended slab 300mm thick at Level-2.
- Concrete ramp 450mm thick.
- Concrete barrier walls 200mm thick at Level-2.
- Level-2 complete with waterproofing and 60mm asphalt wearing surface.
- Ancillary items including electrical/lighting, gates, line painting, fire suppression, etc.

The Construction Cost Estimate including Consulting Fees (design, contract administration and review during construction) for the 7,048 sq.m (75,860 sq.ft) parking structure is as follows:

Estimated Construction Cost.....	\$7,200,000
Estimated Consulting Fees	\$600,000
TOTAL CLASS 'D' CONSTRUCTION COST ESTIMATE	\$7,800,000 +/- 30%

The above estimate results in the following breakdowns:

- Cost per square metre (per square foot)..... \$1107/sq.m (\$103/sq.ft)
- Cost per parking stall.....\$44,500/stall

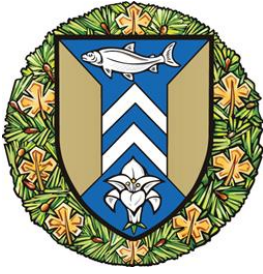
CLOSURE

We trust that this meets your needs, if you have any questions or would like to discuss further, please contact the undersigned.

Regards,
TULLOCH Engineering Inc.



Nick Giunti, P.Eng.
Project Manager



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Steve Zuppa, Junior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Building Faster Fund Amended Transfer Payment Agreement

Purpose

The purpose of this report is to request Council approve amendments to the Building Faster Fund Transfer Payment Agreement.

Background

On July 15, 2024, Council approved the Building Fast Fund Transfer Payment Agreement. The Ministry of Municipal Affairs and Housing has provided staff with an amending agreement for the consideration of Council.

Analysis

The changes in the amending agreement are:

- The expiry date of the agreement has been extended to June 30, 2028;
- An additional reporting period has been added, commencing on January 1, 2027, and ending on March 31, 2028;
- The definition of “Program Year” now includes the third Program Year, commencing on January 1, 2026 and ending on December 31, 2026; and
- Funds may be saved in any program year for use in a later program year or in the additional reporting period. Any funds saved must be spent no later than March 31, 2028.

It is important to note that there is no change to the total amount of funding in the program; 2025 (Year 3) will continue to be the last year for which new funding is granted (where eligible based on performance).

Financial Implications

There are no financial implications; however, funds can now be used until March 31, 2028.

Strategic Plan / Policy Impact / Climate Impact

Funding from the Building Faster Fund aligns with the “Social Equity: Implement a Housing Action Plan to deliver affordable housing” goal of the Corporate Strategic Plan as it allows the City to fund grants for affordable units through the Housing Community Improvement Plan.

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-109 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

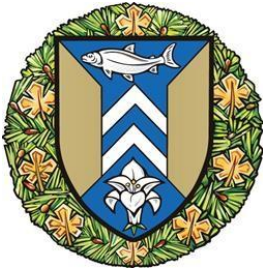
Respectfully submitted,

Steve Zuppa

Junior Planner

705.759.5279

s.zuppa@cityssm.on.ca



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

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA, Chief Financial Officer and
Treasurer
DEPARTMENT: Corporate Services
RE: 2024 Audited Financial Statements

Purpose

The purpose of this report is to approve the attached draft Audited Consolidated Financial Statements and Trust Fund Statements for the year ended December 31, 2024.

Background

The *Ontario Municipal Act, 2001*, section 294.1 requires a municipality to prepare annual financial statements for each fiscal year in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of Chartered Professional Accountants of Canada.

The *Ontario Municipal Act, 2001* also requires the City of Sault Ste. Marie to appoint an independent auditor to express an opinion as to whether the financial statements present fairly, in all material respects regarding the financial position and operating results.

On September 19, 2023, Council appointed KPMG as the municipal auditor for five years, effective with the 2002 fiscal year. The 2024 fiscal year is year three of the five-year appointment.

Analysis

The 2024 consolidated financial statements have received a clean audit opinion by the municipal auditor.

Financial Implications

Not applicable.

Strategic Plan / Policy Impact / Climate Impact

This is not an activity directly related to 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 23, 2025 concerning 2024 Audited Financial Statements be received and that the financial statements be approved.

Respectfully submitted,

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



City of Sault Ste. Marie

**Audit Findings Report
for the year ended December 31, 2024**

KPMG LLP

Prepared on June 16th, 2025 for the Council Meeting on June
23rd, 2025

kpmg.ca/audit

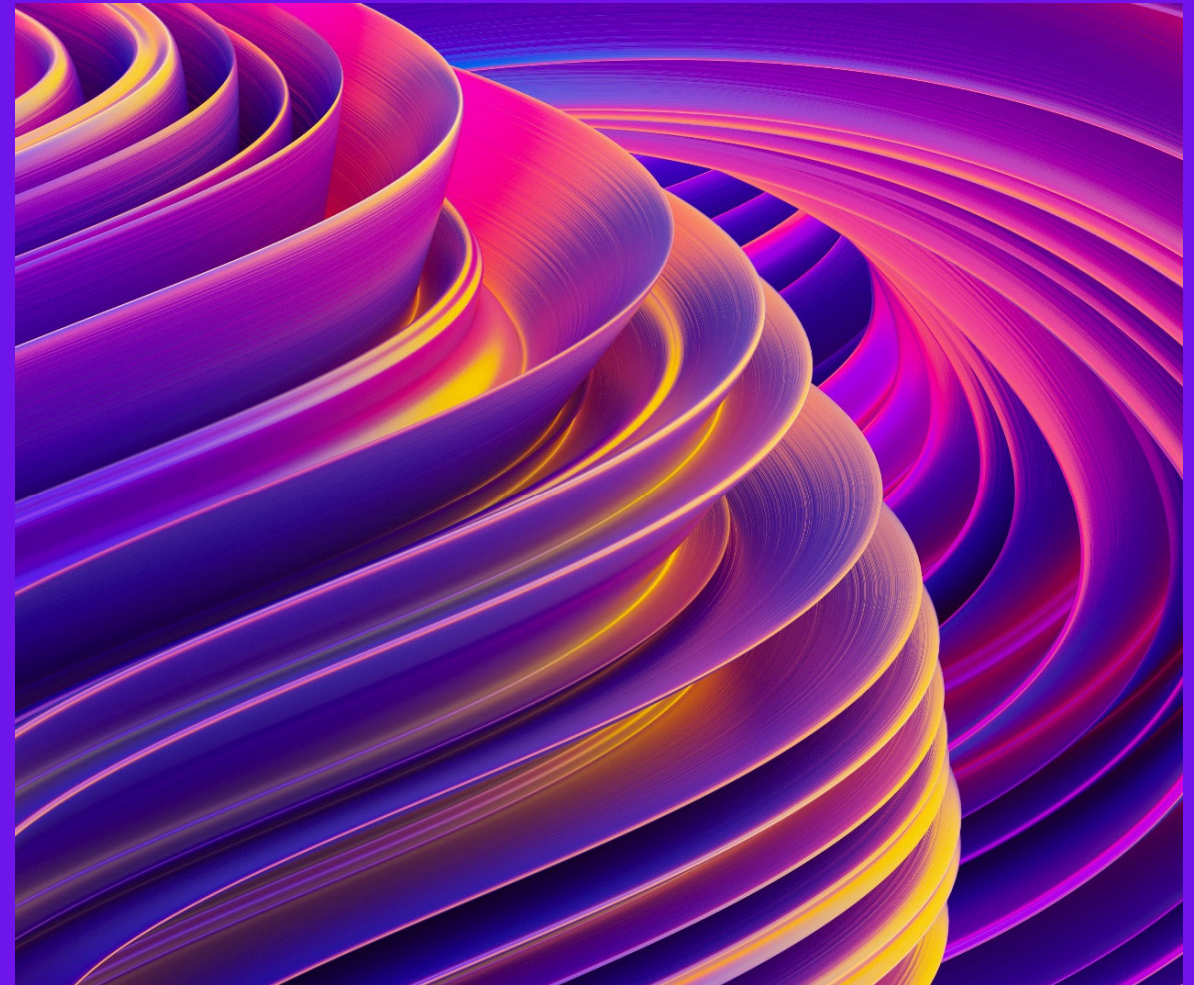


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Digital use information

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8	Misstatements	9	Control deficiencies	10	Audit quality	12	Independence
13	Appendices						

This Audit Findings Report is also available as a “hyper-linked” PDF document.

If you are reading in electronic form (e.g. In “Adobe Reader” or “Board Books”), clicking on the home symbol on the top right corner will bring you back to this slide.



Click on any item in the table of contents to navigate to that section.



Audit highlights



No matters to report



Matters to report – see link for details

Status

We have completed the audit of the financial statements (“financial statements”), with the exception of certain remaining outstanding procedures, which are highlighted on the ‘Status’ slide of this report.



Significant changes



Significant changes since our audit plan

Risks and results
&
Significant unusual transactions



Significant risks



Other risks of material misstatement



Going concern matters



Significant unusual transactions

Policies and practices
&
Specific topics



Accounting policies and practices



Other financial reporting matters



Specific topics

Misstatements-
uncorrected



Uncorrected misstatements

Annual surplus (in thousands)

As currently presented \$32,631

Uncorrected misstatements \$Nil

As a % of the balance Nil

Total assets (in thousands)

As currently presented \$924,830

Uncorrected misstatements \$Nil

As a % of the balance Nil



Misstatements-
Corrected



Corrected misstatements

Control
deficiencies



Significant deficiencies

Audit Quality



Learn more about how we deliver audit quality.



Independence



Annual Statement of Compliance



The purpose of this report is to assist you, as a member of the Audit Committee, in your review of the results of our audit of the financial statements. This report is intended solely for the information and use of Management, the Audit Committee, and City Council and should not be used for any other purpose or any other party. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.



Status

As of June 16th, 2025, we have completed the audit of the financial statements, with the exception of certain remaining procedures, which include amongst others:

- Completing our discussions with Council
- Obtaining the signed management representation letter
- Obtaining the legal response to our legal confirmation request
- Completing remaining audit file documentation and certain outstanding procedures
- Obtaining evidence of the Council’s approval of the financial statements

We will update Council, and not solely the Mayor, on significant matters, if any, arising from the completion of the audit, including the completion of the above procedures.

A draft of our auditor’s report is provided in the draft consolidated financial statements, which have been provided under separate cover.

KPMG Clara for Clients (KCc)



Real-time collaboration and transparency

We leveraged **KCc** to facilitate real-time collaboration with management and provide visual insights into the status of the audit!

On our audit we used KCc to coordinate requests with management.

[Learn more](#)



Accounting policies and practices



Initial selection of significant accounting policies and practices

No new material or significant accounting policies and practices were selected and applied during the period.



Description of new or revised significant accounting policies and practices

No new or revised material or significant accounting policies and practices were selected and applied during the period.



Significant qualitative aspects

There are no significant qualitative aspects to note with respect to the accounting policies and practices. The engagement team reviewed the accounting policies and practices as part of the audit work performed and agreed with management's assertion that the accounting policies and practices were appropriate, and applied correctly throughout the period.

Other financial reporting matters

We also highlight the following:

	Financial statement presentation - form, arrangement, and content		No matters to report
	Concerns regarding application of new accounting pronouncements		The City adopted PS 3400 Revenue during the fiscal year. This section establishes standards on how to account for and report on revenue. The adoption of this standard did not result in an accounting policy change for the City, nor did it result in any changes to the consolidated financial statements.
	Significant qualitative aspects of financial statement presentation and disclosure		No matters to report



Specific topics

We have highlighted the following that we would like to bring to your attention:

Matter	Finding
Illegal acts, including noncompliance with laws and regulations, or fraud (identified or suspected)	No matters to report
Other information in documents containing the audited financial statements	No matters to report
Significant difficulties encountered during the audit	No matters to report
Difficult or contentious matters for which the auditor consulted	No matters to report
Management’s consultation with other accountants	No matters to report
Disagreements with management	No matters to report
Related parties	No matters to report
Significant issues in connection with our appointment or retention	No matters to report
Significant matters subject to correspondence with management	No matters to report
Issues with sending external confirmation requests	No matters to report
Other matters that are relevant matters of governance interest	No matters to report

Uncorrected and corrected misstatements

Audit misstatements include financial presentation and disclosure omissions.



No uncorrected differences have been identified as a result of our audit procedures.

While entries were posted by management during the course of the audit, we do not consider these to be audit differences as they are consistent with Period 13 adjustments recorded as part of the year-end financial reporting process.

Annual surplus (in thousands)		
As currently presented		\$32,631
Uncorrected misstatements		\$Nil
As a % of the balance		Nil%

Total assets (in thousands)		
As currently presented		\$924,830
Uncorrected misstatements		\$Nil
As a % of the balance		Nil

Control deficiencies

Consideration of internal control over financial reporting (ICFR)



In planning and performing our audit, we considered ICFR relevant to the Entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on ICFR.

Our understanding of internal control over financial reporting was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies. The matters being reported are limited to those deficiencies that we have identified during the audit that we have concluded are of sufficient importance to merit being reported to those charged with governance.

Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors. Had we performed more extensive procedures on internal control over financial reporting, we might have identified more significant deficiencies to be reported or concluded that some of the reported significant deficiencies need not, in fact, have been reported.

A deficiency in internal control over financial reporting



A deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed, or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

Significant deficiencies in internal control over financial reporting



A deficiency, or a combination of deficiencies, in internal control over financial reporting that, in our judgment, is important enough to merit the attention of those charged with governance.

No matters to report

Audit quality - How do we deliver audit quality?

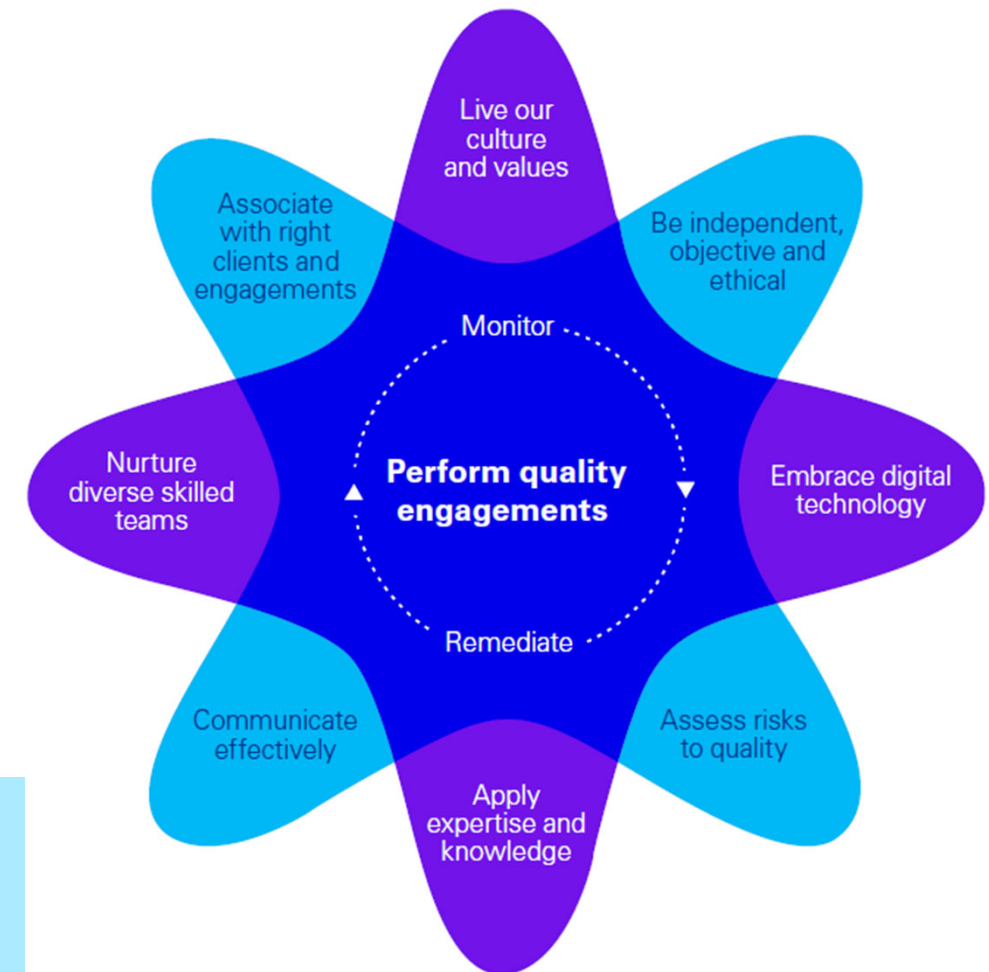
Quality essentially means doing the right thing and remains our highest priority. Our Global Quality Framework outlines how we deliver quality and how every partner and staff member contributes to its delivery.

The drivers outlined in the framework are the ten components of the KPMG System of Quality Management (SoQM). Aligned with ISQM 1/CSQM 1, our SoQM components also meet the requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA) and the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting in Canada, which apply to professional services firms that perform audits of financial statements. Learn more about our system of quality management and our firm's statement on the effectiveness of our SoQM:

 [KPMG Canada Transparency Report](#)

We define 'audit quality' as being the outcome when:

- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality management**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics** and **integrity**.



Doing the right thing. Always.

Independence

As a firm, we are committed to being and being seen to be independent. We have strict rules and protocols to maintain our independence that meet or exceed those of the IESBA Code¹ and CPA Code. The following are the actions or safeguards applied to reduce or eliminate threats to an acceptable level:



Dedicated ethics & independence partners



Process for reporting breaches of professional standards and policy, and documented disciplinary policy



Ethics, independence and integrity training for all staff



International proprietary system used to evaluate and document threats to independence and those arising from conflicts of interest



Operating policies, procedures and guidance contained in our quality & risk management manual



Mandated procedures for evaluating independence of prospective audit clients



Restricted investments and relationships



Annual ethics and independence confirmation for staff

Statement of compliance

We confirm that, as of the date of this communication, **we are independent** of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada.

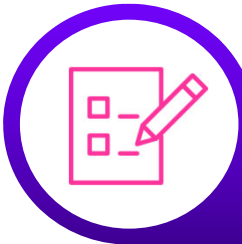
1-International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards)
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Appendices



Required
communications

Appendix A: Other required communications



Engagement terms

A copy of the engagement letter and any subsequent amendments has been provided to management and can be made available upon request from the Audit Committee. The current engagement letter in effect is dated December 16, 2024.



CPAB communication protocol

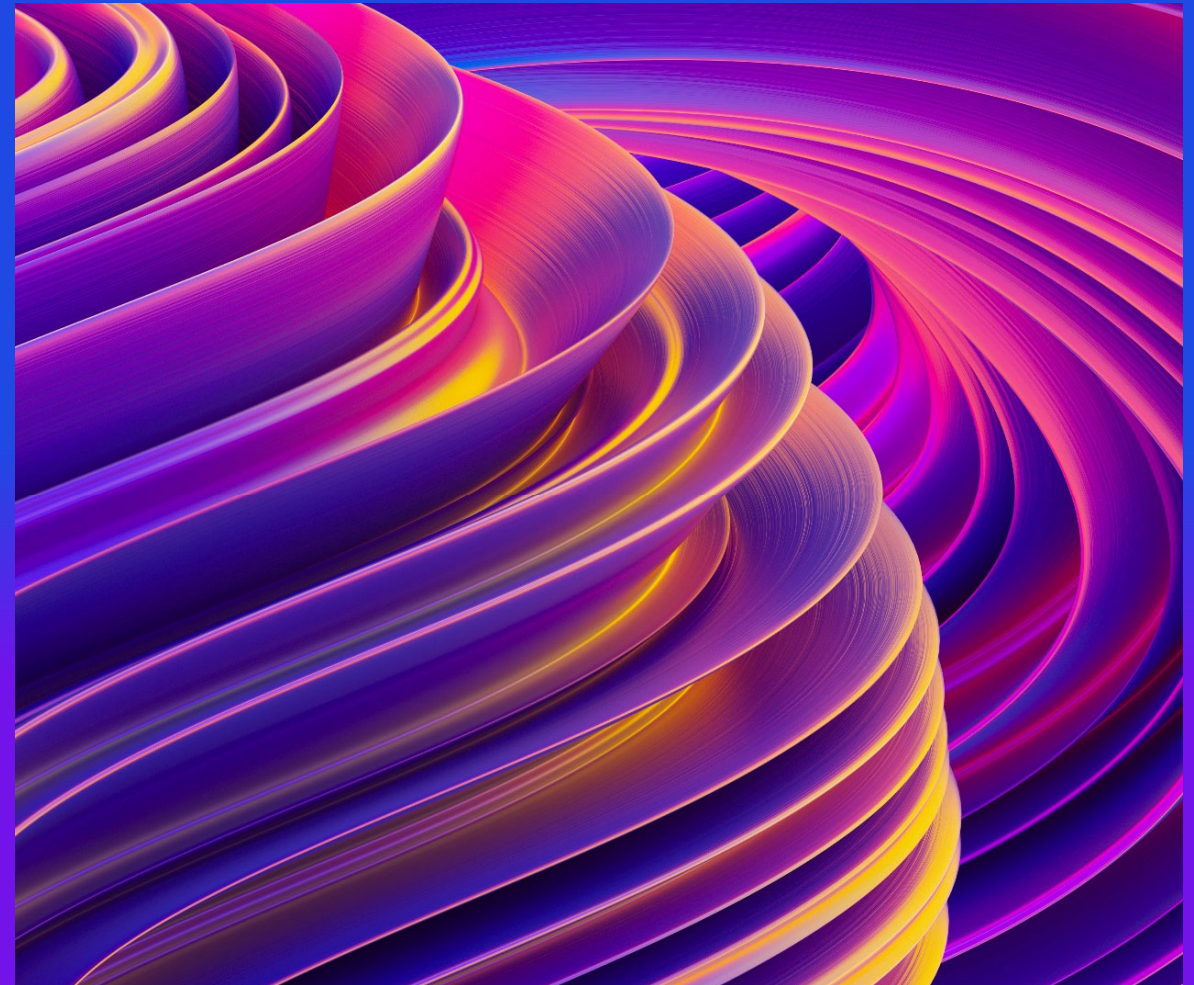
The reports available through the following links were published by the Canadian Public Accountability Board to inform Audit Committees and other stakeholders about the results of quality inspections conducted over the past year:

- [CPAB Regulatory Oversight Report: 2023 Annual Inspections Results](#)
- [CPAB Audit Quality Insights Report: 2024 Interim Inspections Results](#)
- [CPAB Regulatory Oversight Report: 2024 Annual Inspections Results](#)



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Consolidated Financial Statements of

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

Year ended December 31, 2024

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Consolidated Financial Statements

Year ended December 31, 2024

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Management’s Responsibility for the Consolidated Financial Statements

Independent Auditor’s Report

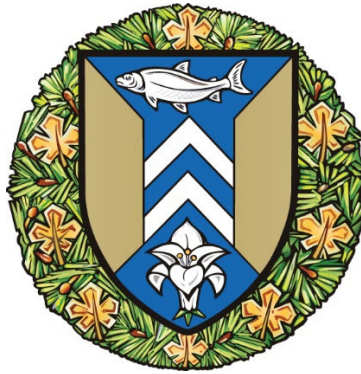
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Consolidated Statement of Operations and Accumulated Surplus2

Consolidated Statement of Changes in Net Financial Assets.....3

Consolidated Statement of Cash Flows4

Notes to Consolidated Financial Statements 5 – 28



Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City") are the responsibility of the City's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of the consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The finance committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer

Chief Financial Officer / City Treasurer

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

Opinion

We have audited the consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City"), which comprise:

- the consolidated statement of financial position as at December 31, 2024
- the consolidated statement of operations and accumulated surplus for the year then ended
- the consolidated statement of changes in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2024 and its consolidated results of operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the ***"Auditor's Responsibilities for the Audit of the Financial Statements"*** section of our auditor's report.

We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going

concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the group as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for the purposes of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Financial Position

December 31, 2024, with comparative information for 2023

	2024	2023
Financial assets		
Cash and cash equivalents	\$ 75,814,621	\$ 69,850,134
Temporary investments (note 3)	22,971,863	21,876,416
Taxes receivable (note 4)	8,281,306	8,070,397
Other current assets	384	-
Accounts receivable	51,521,984	41,615,336
Investment in government business enterprises (note 9)	98,173,018	92,927,631
	<u>256,763,176</u>	<u>234,339,914</u>
Financial liabilities		
Accounts payable and accrued liabilities	39,860,636	31,222,745
Temporary advances from trust funds	10,475	571,584
Deferred revenue - obligatory reserve funds (note 5)	8,991,955	7,667,246
Net long-term liabilities (note 6):		
The Corporation of the City of Sault Ste. Marie	13,434,739	14,152,543
Net long-term liabilities (note 7):		
Public Utilities Commission of the City of Sault Ste. Marie	5,016,442	4,877,477
Net long-term liabilities (note 8):		
Sault Ste. Marie Public Library	2,174,348	2,302,680
Employee future benefit obligations (note 15)	39,486,498	38,618,149
Asset retirement obligations (note 16)	46,506,956	44,080,256
	<u>155,482,049</u>	<u>143,492,680</u>
Net financial assets	101,281,127	90,847,234
Non-financial assets:		
Tangible capital assets (note 17)	658,583,683	641,230,972
Prepaid expenses	613,031	651,427
Inventories	8,871,130	3,987,788
	<u>668,067,844</u>	<u>645,870,187</u>
Contingent liabilities (note 14)		
Accumulated surplus (note 18)	\$ 769,348,971	\$ 736,717,421

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2024, with comparative information for 2023

	Budget (note 10)	2024	2023
Revenue:			
Property taxation	\$ 143,335,325	\$ 144,053,458	\$ 137,833,445
Taxation from other governments	4,888,407	4,929,052	4,694,249
Fees and user charges	61,917,159	63,785,017	57,891,478
Government grants (note 19)	41,683,368	37,605,952	46,214,483
Interest income	7,799,000	11,035,979	7,988,459
Other	2,037,407	6,437,690	8,914,267
Developer contributions (note 17)	-	105,729	7,642,877
Gain on disposal of tangible capital assets	-	172,119	49,924
Net income of government business enterprises (note 9)	-	5,855,467	6,828,604
Total revenue	261,660,666	273,980,463	278,057,786
Expenses:			
General government	20,049,508	20,762,803	19,704,275
Protection services	59,256,779	61,299,822	54,141,929
Transportation services	39,023,017	45,017,967	42,823,319
Environmental services	30,331,001	25,398,259	29,808,711
Health services	4,396,179	4,433,322	4,443,403
Social and family services	22,265,233	22,059,029	21,046,669
Recreation and cultural services	25,174,501	27,887,077	22,471,886
Planning and development	3,282,118	5,579,236	4,646,222
Amortization of tangible capital assets	26,485,141	26,484,698	24,296,754
Total expenses	230,263,477	238,922,213	223,383,168
Annual surplus before the undernoted	31,397,189	35,058,250	54,674,618
Asset retirement obligation accretion expense (note 16)	-	2,426,700	1,691,237
Annual surplus	31,397,189	32,631,550	52,983,381
Accumulated surplus, beginning of year	736,717,421	736,717,421	683,734,040
Accumulated surplus, end of year	\$ 768,114,610	\$ 769,348,971	\$ 736,717,421

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2024, with comparative information for 2023

	Budget (note 10)	2024	2023 (Restated - note 2)
Annual surplus	\$ 31,397,189	\$ 32,631,550	\$ 52,983,381
Acquisition of tangible capital assets	(43,883,601)	(43,900,806)	(64,658,261)
Amortization of tangible capital assets	26,485,141	26,484,698	24,296,754
Loss (gain) on sale of tangible capital assets	-	(172,119)	(49,924)
Proceeds on sale of tangible capital assets	-	235,516	73,443
	13,998,729	15,278,839	12,645,393
Change in prepaid expenses	-	38,396	(289,156)
Change in inventories	-	(4,883,342)	(237,227)
Change in net financial assets	13,998,729	10,433,893	12,119,010
Net financial assets, beginning of year	90,847,234	90,847,234	78,728,224
Net financial assets, end of year	\$ 104,845,963	\$ 101,281,127	\$ 90,847,234

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Cash Flows

Year ended December 31, 2024, with comparative information for 2023

	2024	2023
		(Restated - note 2)
Cash provided by (used in):		
Operating activities:		
Annual surplus	\$ 32,631,550	\$ 52,983,381
Items not involving cash:		
Amortization of tangible capital assets	26,484,698	24,296,754
Loss (gain) on sale of tangible capital assets	(172,119)	(49,924)
Developer contributions	(105,729)	(7,642,877)
Change in future employee benefit obligations	868,349	(500,873)
Change in landfill closure and post-closure liability	2,240,426	1,691,237
Change in facility retirement obligation	186,273	
Gain on settlement of long-term debt	-	(513,087)
Net income of government business enterprise	(5,855,467)	(6,828,604)
	56,277,981	63,436,007
Change in non-cash assets and liabilities:		
Taxes receivable	(210,909)	(1,921,961)
Accounts receivable	(9,906,648)	14,012,893
Other current assets	(384)	
Prepaid expenses	38,396	(289,156)
Inventories	(4,883,342)	(237,227)
Accounts payable and accrued liabilities	8,637,891	(2,199,835)
Deferred revenue - obligatory reserves	1,324,709	(3,463,360)
Temporary advances from (to) trust funds	(561,109)	410,654
	50,716,585	69,748,015
Capital activities:		
Proceeds on sale of tangible capital assets	235,516	73,443
Cash used to acquire tangible capital assets	(43,795,077)	(57,015,384)
	(43,559,561)	(56,941,941)
Investing activities:		
Dividends received from government business enterprises	610,080	1,700,160
	610,080	1,700,160
Financing activities:		
Proceeds from long-term liabilities	1,025,000	17,500,000
Repayment of long-term liabilities	(1,732,171)	(1,318,740)
	(707,171)	16,181,260
Net change in cash	7,059,933	30,687,494
Cash and cash equivalents, beginning of year	91,726,550	61,039,056
Cash and cash equivalents, end of year	\$ 98,786,484	\$ 91,726,550
Cash position consists of:		
Cash and cash equivalents	\$ 75,814,621	\$ 69,850,134
Temporary investments	22,971,863	21,876,416
	\$ 98,786,484	\$ 91,726,550

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

The City of Sault Ste. Marie (the "City") is a municipality that was created on April 16, 1912 pursuant to the Municipal Act. The City provides municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations.

1. Significant accounting policies:

The consolidated financial statements of the City are prepared by management in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant accounting policies adopted by the City are as follows:

(a) Basis of consolidation:

(i) Consolidated entities:

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City except for the City's government business enterprises which are accounted for on the modified equity basis of accounting.

These entities and organizations include:

Sault Ste. Marie Police Services Board
Public Utilities Commission of the City of Sault Ste. Marie ("Commission")
Sault Ste. Marie Public Library
Tourism Sault Ste. Marie

Interdepartmental and inter-organizational transactions and balances between these entities and organizations have been eliminated.

(ii) Investment in Government Business Enterprises:

The City's investment in PUC Inc. and PUC Services Inc. is accounted for on a modified equity basis, consistent with Canadian generally accounting principles as recommended by PSAB for investments in government business enterprises. Under the modified equity basis, PUC Inc.'s and PUC Services Inc.'s accounting policies are not adjusted to conform with those of the City and inter-organizational transactions and balances are not eliminated. The City recognizes its equity interest in the annual income or loss of PUC Inc. and PUC Services Inc. in its consolidated statement of operations and accumulated surplus with a corresponding increase or decrease in its investment asset account. Any dividends that the City may receive from PUC Inc. and PUC Services Inc. will be reflected as reductions in the investment asset account.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

1. Significant accounting policies (continued):

(a) Basis of consolidation (continued):

(iii) Related entities:

The consolidated financial statements do not reflect the assets, liabilities, sources of financing, expenses and the activities of the following Boards and enterprises which are not under the control of Council.

Algoma Public Health
District of Sault Ste. Marie Social Services Administration Board
Board of Management of Queenstown
Sault Ste. Marie Public Region Conservation Authority

(iv) Trust funds:

Trust funds and their related operations administered by the City are not included in the consolidated financial statements.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Revenue recognition:

The City prepared tax billings based on assessment rolls issued by the Municipal Property Assessment Corporation, in accordance with rates established and approved annually by Council and the Province of Ontario. Taxation revenue is recognized in the period in which the taxes are levied.

Government transfers are recognized in the period in which the events giving rise to the transfer occurred, provided that the transfer is authorized and the amount can be reasonably estimated. Government grants are recognized when approved to the extent the related expenditures have been incurred and collection can be reasonably assured.

User fees and other revenues are recognized when the services are performed or goods are delivered, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future services are deferred until the service is provided.

(d) Temporary investments:

Temporary investments are recorded at the lower of cost and market value.

(e) Inventories:

Inventories held for resale are stated at the lower of cost and net realizable value, while inventories of supplies are stated at lower of cost and replacement value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

1. Significant accounting policies (continued):

(f) Deferred revenue:

Deferred revenues include licenses, permits and other fees which have been collected, but for which the related services or inspections have yet to be performed. These amounts will be recognized as revenues in the fiscal year the services are performed.

A requirement for local governments is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation and other agreements restrict how these funds may be used and under certain circumstances these funds may possibly be refunded. Given the restriction in use until spent on qualifying projects or expenses these amounts are deferred.

(g) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less (if applicable) residual value of the tangible capital assets excluding land, are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Useful Life - Years
Landfill and land improvements	10 - 30 years
Buildings and building improvements	10 - 60 years
Vehicles	3 - 15 years
Machinery and equipment	5 - 25 years
Infrastructure	15 - 100 years

Half year amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions for tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also recorded as revenue.

iii. Leased tangible capital assets:

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets and amortized over the term of the lease. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

1. Significant accounting policies (continued):

iv. Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, tangible capital assets are recognized at a nominal value.

v. Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized

(h) Use of estimates:

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include assumptions used in estimating provisions for accrued liabilities, asset retirement obligation and in performing actuarial valuations of employee future benefits.

Actual results could differ from these estimates.

(i) Employee future benefits:

i. The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board ("WSIB") Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, benefits under WSIB and life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulated over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

1. Significant accounting policies (continued):

(i) Employee future benefits (continued):

- ii. The costs of multi-employer defined contribution pension plan benefits, such as the Ontario Municipal Employees Retirement System pensions ("OMERS"), are the employer's contributions due to the plan in the period.

(j) Financial instruments:

All financial instruments are initially recorded on the statement of financial position at fair value.

All investments held in equity instruments that trade in an active market are recorded at fair value. Management has elected to record investments at fair value as they are managed and evaluated on a fair value basis. Freestanding derivative instruments that are not equity instruments that are quoted in an active market are subsequently measured at fair value.

Unrealized changes in fair value are recognized in the statement of remeasurement gains and losses until they are realized, when they are transferred to the statement of operations.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred.

Where a decline in fair value is determined to be other than temporary, the amount of the loss is removed from accumulated remeasurement gains and losses and recognized in the statement of operation. On sale, the amount held in accumulated remeasurement gains and losses associated with that instrument is removed from accumulated remeasurement gains and recognized in the statement of operations. Financial instruments are classified into fair value hierarchy Levels 1, 2 or 3 for the purposes of describing the basis of the inputs used to determine the fair market value of those amounts recorded a fair value, as described below:

Level 1 Fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 Fair value measurements are those derived from market-based inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly

Level 3 Fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

1. Significant accounting policies (continued):

(k) Asset retirement obligation:

An asset retirement obligation is recognized when, as at the financial reporting date, all of the following criteria are met:

- (i) There is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- (ii) The past transaction or event giving rise to the liability has occurred;
- (iii) It is expected that the future economic benefits will be given up; and
- (iv) A reasonable estimate of the amount can be made.

The liability for closure of operational sites and post-closure care relating to landfill sites has been recognized based on estimated future expenses. An additional liability for the removal of asbestos in several of the buildings owned by the City has also been recognized based on estimated future expenses on closure of the site and post-closure care.

The liability is discounted using a present value calculation and adjusted yearly for accretion expense. The recognition of a liability resulted in an accompanying increase to the respective tangible capital assets. The increase to the tangible capital assets is being amortized in accordance with the depreciation accounting policies outlined in note 1(g) i.

2. Change in accounting policies:

On January 1, 2024, the City adopted Canadian public sector accounting standard PS 3400 Revenue. The new accounting standard establishes a single framework to categorize revenue to enhance the consistency of revenue recognition and its measurement. As at December 31, 2024 the City determined that the adoption of this new standard did not have an impact on the amounts presented in the financial statements.

3. Temporary investments:

Temporary investments consist of GIC's with interest rates between 4.5% to 5.5% with maturity dates ranging from February 2025 to June 2025.

4. Taxes receivable:

Property tax billings are prepared by the City based on an assessment roll prepared by the Municipal Property Assessment Corporation ("MPAC"), an agency of the Ontario government. All assessed property values in the City were established based on a common valuation date which was used by the City in computing the property tax bills for 2024. However, the property tax revenue and tax receivables of the City are subject to measurement uncertainty as a number of significant appeals submitted by ratepayers have yet to be heard.

The City has established an allowance for tax appeals and other items in the amount of \$2,210,000 (2023 - \$1,150,000). Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

5. Deferred revenue – obligatory reserve funds:

The balances in the deferred revenue of the City consist of:

	2024	2023
Federal Gas Tax	\$ 1,203,681	\$ 3,438,126
Other programs	454	454
Parkland	379,678	586,733
Building permits Bill 124	2,027,401	1,957,443
Provincial Gas Tax	28,787	26,434
OCIF	2,761,529	1,637,504
NORDS	6,751	20,552
Housing Accelerator	2,156,253	–
Building Faster Fund	427,421	–
	\$ 8,991,955	\$ 7,667,246

Continuity of deferred revenue is as follows:

	2024	2023
Balance, beginning of year:		
Federal Gas Tax	\$ 3,438,126	\$ 6,803,209
Other programs	454	485
Parkland	586,733	453,358
Building permits Bill 124	1,957,443	1,907,320
Provincial Gas Tax	26,434	24,074
OCIF	1,637,504	1,581,533
NORDS	20,552	360,627
	7,667,246	11,130,606
Other revenue	12,897,625	64,790
Interest earned	422,347	485,407
Total revenue	13,319,972	550,197
Contributions received and deferred	68,621	50,123
Contributions taken into revenue	(12,063,884)	(4,063,680)
Balance, end of year	\$ 8,991,955	\$ 7,667,246

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

6. Net long-term liabilities – The Corporation of the City of Sault Ste. Marie:

	2024	2023
Net long-term liabilities incurred by:		
The Corporation of the City of Sault Ste. Marie	\$ 13,434,739	\$ 14,152,543

The annual principal and interest payments required to service the long-term obligations of the City are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

The long-term obligations issued in the name of the City have received approval of the Ontario Municipal board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law.

The above long-term debt was approved through Ontario Infrastructure and Loans Corporation for the twin pad. The loan was approved on May 15, 2023, at an interest rate of 4.36% over 15 years, resulting in a semi-annual draw of \$663,557, which includes both principal and interest payments.

Interest paid on long-term debt in the year and included in current expenditures was \$609,311 (2023 - \$316,000).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

7. Net long-term liabilities – Public Utilities Commission of the City of Sault Ste. Marie:

	2024	2023
Net long-term liabilities incurred by:		
Public Utilities Commission of the City of Sault Ste. Marie:		
(i) Line of credit facility	\$ 4,025,000	\$ 3,000,000
(ii) Term loan	991,442	1,877,477
	<u>\$ 5,016,442</u>	<u>\$ 4,877,477</u>

(i) Public Utilities Commission of the City of Sault Ste. Marie has an authorized line of credit facility available in the amount of 6,200,000. The credit facility bears interest at prime plus 0.5% and is secured by a general security agreement. At December 31, 2024, \$4,025,000 (2023 - \$3,000,000), was drawn or outstanding under the facility.

(ii) The term loan is non-revolving, repayable in blended monthly principal and interest payments of \$77,600 at 3.11% and matures on January 12, 2026.

The City guarantees payment to the lender of all present and future debts and liabilities, including interest due at any time by the Commission to the lender. Under the guarantee, the City shall be limited to the sum of \$8,000,000 together with interest from the date of demand for repayment.

Principal repayments recoverable over the next two years are as follows:

2025	\$ 913,987
2026	77,455

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

8. Net long-term liabilities – Sault Ste. Marie Public Library:

	2024	2023
Net long-term liabilities incurred by:		
Sault Ste. Marie Public Library	\$ 2,174,348	\$ 2,302,680

The Sault Ste. Marie Public Library has entered into a 20-year lease with extension options for a branch location. Capital lease repayments are due as follows:

2025	\$	214,767
2026		219,062
2027		223,443
2028		227,912
2029		148,159
2030 – 2044		2,005,062
Total minimum lease payments		3,038,405
Less amount representing interest at 4%		(864,057)
Present value of net minimum capital lease payments	\$	2,174,348

The current minimum monthly lease payments are \$17,633 plus harmonized sales tax for the first 10 years, increasing 2% per year thereafter, and \$10,100 plus harmonized sales tax for the final 10 years increasing 2% per year thereafter, expiring in March 2044 after one 5-year renewal period and options for two additional 5-year extensions.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

9. Investment in government business enterprises:

PUC Inc. is incorporated under the laws of the Province of Ontario and provides municipal electrical distribution and other services to the residents of Sault Ste. Marie as well as other communities in Northern Ontario. The City owns 100% of the outstanding shares of PUC Inc. PUC Services Inc. is incorporated under the laws of the Province of Ontario and provides management, operations and maintenance services related to water, wastewater and electrical services to its related entities and other organizations. The City owns 100% of the outstanding shares of PUC Services Inc.

The following schedule reflects the combined financial information of PUC Inc. and PUC Services Inc. as at December 31:

	2024	2023
Financial Position:		
Current assets	\$ 50,761,108	\$ 39,047,819
Notes receivable	12,677,926	8,642,329
Future income tax assets	5,986,000	5,555,000
Capital assets	177,419,496	177,335,849
Goodwill	3,596,271	3,596,271
Regulatory assets	1,110,610	2,035,390
Total assets	\$ 251,551,411	\$ 236,212,658
Current liabilities	\$ 47,595,281	\$ 39,581,591
Deferred revenue	9,857,662	10,113,479
Deferred tax liability	4,400,000	4,083,000
Employee future benefit obligation	1,101,216	1,573,623
Long-term debt	2,038,174	1,445,802
Deferred revenue	105,269,602	102,031,953
Lease liabilities	350,611	18,991
Regulatory liabilities	14,485,847	16,156,588
Total liabilities	185,098,393	175,005,027
Shareholder's equity	66,453,018	61,207,631
Total liabilities and equity	\$ 251,551,411	\$ 236,212,658

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

9. Investment in government business enterprises (continued):

	2024	2023
Results of operations:		
Revenues	\$ 142,949,931	\$ 136,179,999
Expenses	(137,193,048)	(128,562,965)
Provision for payment in lieu of taxes	(325,602)	(764,262)
Other comprehensive gain	424,186	(24,168)
Net income for the year	\$ 5,855,467	\$ 6,828,604

The City's investment in government business enterprises is comprised of:

Common shares	\$ 15,668,248	\$ 15,668,248
Special shares	15,513,300	15,513,300
Accumulated other comprehensive income	1,354,250	930,064
Retained earnings	33,917,220	29,096,019
Equity, end of year	66,453,018	61,207,631
Notes receivable	31,720,000	31,720,000
Investment in government business enterprises	\$ 98,173,018	\$ 92,927,631

The notes receivable include an unsecured note for \$6,720,000 bearing interest at 6.1% per annum, payable one year after demand and an unsecured note for \$25,000,000 bearing interest at rates negotiated periodically, currently 6.1%, payable one year after demand.

Related Party Transactions

Related party transactions between the City and government business enterprises are as follows:

- (i) At December 31, 2024, the City has the following amounts included in the consolidated statement of financial position:

A receivable of \$10,995,137 (2023 - \$3,298,707) for sewer surcharges, interest and dividends.

A payable of \$3,576,884 (2023 - \$1,394,841) for street lighting and various electricity and water invoices.

- (ii) Revenues included in the Consolidated Statement of Operations and Accumulated Surplus of the City are:

	2024	2023
Interest on note receivable	\$ 1,934,920	\$ 1,934,920
Other interest	497,273	357,529
Dividends	610,080	1,700,160
Property taxes	341,623	336,746
	\$ 3,383,896	\$ 4,329,355

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

9. Investment in government business enterprises (continued):

Related Party Transactions (continued)

- (iii) Expenses included in the Consolidated Statement of Operations and Accumulated Surplus of the City are:

	2024	2023
Management fees charged	\$ 7,680,314	\$ 7,893,187
Electricity and electricity services	4,180,879	3,814,766
Water and wastewater services	4,671,866	4,277,986
Electricity charged for streetlights	642,810	532,780
Streetlight maintenance	344,258	418,623
Sewer administration charge	402,932	337,223
	<u>\$ 17,923,059</u>	<u>\$ 17,274,565</u>

Transactions with related parties are in the normal course of operations and are recorded at the exchange amount, which is the amount agreed to by the related parties. It is management's opinion that the exchange amount represents fair market value for these services.

10. Budget information:

The Budget By-law adopted by Council for the 2024 year was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. The budget figures anticipated use of reserves to reduce current year expenses in excess of current year revenues to \$Nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the Consolidated statements of operations and accumulated surplus and change in net financial assets represent the financial plan adopted by Council with adjustments as follows:

	2024	2023
Adopted budget by-law for the year	\$ —	\$ —
Adjustments to adopted budget:		
Debt principal repayments	838,213	855,448
Investment in tangible capital assets	43,883,601	59,057,717
Amortization of tangible capital assets	(26,485,141)	(24,257,807)
Net transfer to/from reserves and other	13,160,516	(8,370,351)
Budget surplus per consolidated statement of operations and accumulated surplus	<u>\$ 31,397,189</u>	<u>\$ 27,285,007</u>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

11. Pension agreements:

The City makes contributions to OMERS which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2024 was \$7,890,191 (2023 - \$7,150,066) is included as an expense on the consolidated statement of operations and accumulated surplus.

12. Operations of school boards:

During 2024, the City collected and transferred property taxes totaling \$18,615,730 (2023 - \$18,411,779) on behalf of area school boards.

13. Trust funds:

The trust funds administered by the City amounting to \$10,218,501 (2023 - \$9,847,968) are presented in a separate financial statement of trust fund balances and operations. Balances are held in trust by the City for the benefit of others, and as such they are not presented as part of the City's financial position or financial activities. At December 31, 2024, the trust fund balances are comprised of:

	2024	2023
Cemetery Care and Maintenance funds	\$ 6,935,958	\$ 6,742,450
Pre-need assurance	3,055,967	2,892,930
Transit employees' pension	91,643	87,136
Historic Sites	86,574	79,991
Heritage Sault Ste. Marie	33,635	32,236
Ontario Home Renewal Program	(2,803)	(2,848)
Cultural Endowment	17,527	16,073
	<u>\$ 10,218,501</u>	<u>\$ 9,847,968</u>

14. Contingent liabilities:

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these consolidated financial statements. Should any loss result from these claims, such loss would be charged to operations in the year of resolution.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

15. Employee future benefit obligations:

Employee future benefits are liabilities of the City to its employees and early retirees for the following benefits earned but not taken as at December 31, 2024 are as follows:

	2024	2023
Future payments required to WSIB	\$ 12,441,218	\$ 11,948,316
Post-employment and post-retirement benefits	14,024,962	14,610,762
Vacation pay	10,360,570	9,410,423
Non-vesting sick leave benefits	2,659,748	2,648,648
Employee future benefit obligations	\$ 39,486,498	\$ 38,618,149

(i) Post employment and post retirement benefits

The City provides non-pension benefits to employees and retirees until they reach 65 years of age. The values that follow have been estimated based upon employee data available during the actuarial review which was completed as at December 31, 2024.

The benefit liability continuity is as follows:

	2024	2023
Accrued benefit liability, January 1	\$ 14,610,762	\$ 15,366,791
Expense	528,800	490,284
Payments	(1,114,600)	(1,246,313)
Accrued benefit liability, December 31	\$ 14,024,962	\$ 14,610,762

Significant assumptions

Discount rate	4.60%
Health cost increase	4.0% - 5.50%

(ii) Non-vesting sick leave benefits

Sick leave benefits accrue to City employees at a rate of one and a half days per month. Unused sick days are banked and may be used in the future if sick leave is beyond yearly allocation. No cash payments are made for unused sick time upon termination or retirement.

(iii) Accrued vacation pay

Accrued vacation pay represents the liability for vacation entitlements earned by employees but not taken as at December 31, 2024.

(iv) Future payments required to WSIB

Under the provisions of the Workplace Safety and Insurance Board Act, the City has elected to be treated as a Schedule 2 employer and remits payments to the WSIB as required, to fund current disability payments. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

16. Asset retirement obligation:

The City's asset retirement obligation consists of several obligations as follows:

a) Landfill closure:

The Environmental Protection Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites. This requirement is to be provided for over the estimated life of the landfill site based on usage.

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspection and maintenance.

The City owns and operates one primary landfill site, the 5th Line Landfill. The liability for the closure of operational sites and post-closure care has been recognized under PS 3280 Asset Retirement Obligation. The reported liability is based on estimates and assumptions with respect to events extending over a sixty-year period using the best information available to management. Future events may result in significant changes to the estimated total expenditures capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

The site has capacity of approximately 3,000,000 metric tons with approximately 300,000 metric tons of remaining capacity. At current average fill rates, the site has a remaining operating life of approximately 4.2 years.

Post-closure care for the landfill sites is estimated to be required for 25 years from the date of site closure. These costs were discounted to December 31, 2024 using a discount rate of 5.0% per annum.

b) Asbestos removal obligations:

The City owns and operates several buildings that are known to have asbestos, which represents a health hazard upon demolition of the building and there is a legal obligation to remove or remediate these items. Following the adoption of PS3280 – Asset retirement obligations, the City recognized an obligation relating to the removal and post-removal care of the asbestos in these buildings as estimated at January 1, 2022. The obligation is determined based on the estimated undiscounted cash flows that will be required in the future to remove or remediate the asbestos containing material in accordance with current legislation.

The transition and recognition of asset retirement obligations involved an accompanying increase to the landfill and building capital assets and the restatement of prior year numbers (see note 2).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

16. Asset retirement obligation (continued):

Changes to the asset retirement obligation in the year are as follows:

Asset Retirement Obligation	Landfill closure	Asbestos removal	Balance at December 31, 2024
Opening balance	\$ 35,515,969	\$ 8,564,287	\$ 44,080,256
Accretion expense	2,240,427	186,273	2,426,700
Closing balance	\$ 37,756,396	\$ 8,750,560	\$ 46,506,956

Asset Retirement Obligation	Landfill closure	Asbestos removal	Balance at December 31, 2023
Opening balance	\$ 33,824,732	\$ 8,564,287	\$ 42,389,019
Accretion expense	1,691,237	—	1,691,237
Closing balance	\$ 35,515,969	\$ 8,564,287	\$ 44,080,256

Obligations related to landfill closure will be funded from future taxation revenues. The City has established a reserve to contribute to the cost of closing and maintaining the landfill site of \$13,858,802 (2023 - \$13,643,243).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

17. Tangible capital assets:

	2024								
	Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Capital Lease	Assets under Construction	Total
Cost									
Balance, beginning of the year	\$ 29,061,202	\$ 25,650,189	\$ 151,448,602	\$ 701,424,469	\$ 39,830,091	\$ 50,693,282	\$ 2,939,891	\$ 53,531,558	\$ 1,054,579,284
Additions	10,116	6,043,382	5,054,987	23,785,475	3,879,136	7,602,202	-	12,632,440	59,007,738
Disposals	(4,411)	-	-	-	(376,802)	(1,871,819)	(6,764)	(15,100,167)	(17,359,963)
Balance, end of year	29,066,907	31,693,571	156,503,589	725,209,944	43,332,425	56,423,665	2,933,127	51,063,831	1,096,227,059
Accumulated Amortization									
Balance, beginning of the year	-	(20,356,553)	(56,839,060)	(285,620,781)	(22,033,803)	(27,939,537)	(558,578)	-	(413,348,312)
Disposals/ transfers	-	-	-	-	375,975	1,813,659	-	-	2,189,634
Amortization expense	-	(1,140,255)	(3,209,446)	(15,511,335)	(2,554,443)	(3,951,904)	(117,315)	-	(26,484,698)
Balance, end of year	-	(21,496,808)	(60,048,506)	(301,132,116)	(24,212,271)	(30,077,782)	(675,893)	-	(437,643,376)
Net book value, end of year	\$ 29,066,907	\$ 10,196,763	\$ 96,455,083	\$ 424,077,828	\$ 19,120,154	\$ 26,345,883	\$ 2,257,234	\$ 51,063,831	\$ 658,583,683
Net book value, beginning of year	\$ 29,061,202	\$ 5,293,636	\$ 94,609,542	\$ 415,803,688	\$ 17,796,288	\$ 22,753,745	\$ 2,381,313	\$ 53,531,558	\$ 641,230,972

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

17. Tangible capital assets (continued):

										2023
	Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Capital Lease	Assets under Construction	Total	
Cost										
Balance, beginning of the year	\$ 28,699,218	\$ 24,648,640	\$ 106,314,613	\$ 662,956,375	\$ 37,164,765	\$ 47,589,455	\$ 2,507,319	\$ 87,422,442	\$ 997,302,827	
Additions	368,607	1,001,549	45,649,914	43,384,123	3,897,188	3,747,190	432,572	17,040,944	115,522,087	
Disposals and transfers	(6,623)	-	(515,925)	(4,916,029)	(1,231,862)	(643,363)	-	(50,931,828)	(58,245,630)	
Balance, end of year	29,061,202	25,650,189	151,448,602	701,424,469	39,830,091	50,693,282	2,939,891	53,531,558	1,054,579,284	
Accumulated Amortization										
Balance, beginning of the year	-	(19,738,379)	(54,606,728)	(275,792,564)	(20,924,909)	(24,878,990)	(468,275)	-	(396,409,845)	
Disposals/transfers	-	-	515,925	4,915,448	1,215,549	643,363	68,002	-	7,358,287	
Amortization expense	-	(618,174)	(2,748,257)	(14,743,665)	(2,324,443)	(3,703,910)	(158,305)	-	(24,296,754)	
Balance, end of year	-	(20,356,553)	(56,839,060)	(285,620,781)	(22,033,803)	(27,939,537)	(558,578)	-	(413,348,312)	
Net book value, end of year	\$ 29,061,202	\$ 5,293,636	\$ 94,609,542	\$ 415,803,688	\$ 17,796,288	\$ 22,753,745	\$ 2,381,313	\$ 53,531,558	\$ 641,230,972	
Net book value, beginning of year	\$ 28,699,218	\$ 4,910,261	\$ 51,707,887	\$ 387,163,811	\$ 16,239,656	\$ 22,710,465	\$ 2,039,244	\$ 87,422,442	\$ 600,892,984	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

17. Tangible capital assets (continued):

a) Assets under construction:

Assets under construction having a value of \$51,063,829 (2023 - \$53,531,558) have not been amortized. Amortization of these assets will commence when the asset is put into service.

b) Developer contributions:

Contributed capital assets have been recognized at fair market value at the date of contribution. The value of contributed assets received during the year was \$105,729 (2023 - \$7,642,877) comprised of water infrastructure, land and roads infrastructure.

18. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2024	2023
		(Restated – Note 2)
Surplus:		
Invested in tangible capital assets	\$ 658,583,683	\$ 641,230,972
Invested in government business enterprises	98,173,018	92,927,631
Sanitary sewer	-	22,609,723
Operating fund	18,875,280	24,278,550
Unfunded		
Net long-term liabilities	(16,600,529)	(21,332,700)
Asset retirement obligations	(46,506,956)	(44,080,256)
Employee benefits	(39,486,498)	(38,618,149)
Total surplus	673,038,000	677,015,771
Reserves set aside for specific purpose by Council:		
Acquisition of tangible capital assets	4,002,172	4,311,159
Planning and development	406,750	792,899
Other programs	44,859,422	38,587,755
Waste disposal site	13,858,802	13,643,243
Total reserves	63,127,146	57,335,056
Reserve funds set aside for specific purpose by Council:		
Senior's Advisory Council	112,946	112,946
Cemetery development	745,755	542,519
Industrial land	953,830	369,355
Property purchases	1,097,791	1,202,848
Hospital development	151,289	138,926
Sanitary capital	30,122,214	-
Total reserve funds	33,183,825	2,366,594
	\$ 769,348,971	\$ 736,717,421

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

19. Government grants:

The City recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The transfers reported on the consolidated statement of operations and accumulated surplus are:

	2024	2023
Provincial grants	\$ 29,086,055	\$ 35,580,399
Federal grants	8,422,817	10,630,669
Other grants	97,080	3,415
Total	\$ 37,605,952	\$ 46,214,483

20. Comparative information:

Certain of the prior year's comparative information has been reclassified to conform to the current year's presentation.

21. Segmented information:

The City is a diversified municipal government institution that provides a wide range of services to its citizens. City services are provided by departments and certain departments have been separately disclosed in the segmented information, along with the services they provide. These departments are:

General Government

General Government is comprised of City Council, the Mayor's Office, and the Chief Administrators' Office (CAO).

The Chief Administrators' Office is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

Corporate Services

Corporate Services is comprised of the Clerks Department, Human Resources Department, the Finance Department and the Information Technology Department. Each of these departments provides program support to various other areas.

The Clerks Department's primary task is to function as the corporate secretary to City Council, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records, and accounts are recorded, documented and certified.

The Human Resources Department is charged with negotiation and administration of all collective agreements as well as all facets of employment and employee benefits.

The Finance Department is responsible for the City's general financial management and budget preparation. The department is comprised of financial administration, accounting, tax and licensing, and purchasing activities.

Legal Services

The Legal Department is responsible for the preparation of by-laws, deeds, leases, agreements and other legal documents, as well as property management for the City in regard to purchases, sales, leasing, easements and related agreements. Prosecutions and administration of Provincial Offences Act is also part of their responsibility.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

21. Segmented information (continued):

Fire Services

Fire Services is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. It is also responsible, through its Emergency Medical Services, for pre-hospital emergency paramedical care and the transport of the sick and injured.

Public Works and Engineering

The Public Works Department is responsible for maintenance of municipal infrastructure, such as streets, sewers, and parks. The department provides solid waste management through refuse collection, recycling programs, and sanitary landfill management. The department is also responsible for traffic control, including signage, signals and pavement markings.

The Engineering Department is comprised of Building Services and Engineering and Construction. Building Services provides maintenance, janitorial services and security for the Civic Centre and Ontario Works. The Engineering and Construction Division provides services associated with engineering design, construction, technical services, and special project initiatives.

Community Development and Enterprise Services

The Community Services Department provides public services for Cemeteries & Crematorium, Central Administration, Community Centres, Recreation and Culture, Transit, and Parking. The Tourism and Community Development Department is responsible for tourism sector development and advancing the Future SSM community development strategy. The Economic Development Department is responsible for business support, attraction, and entrepreneur services. The Planning & Enterprise Services Department facilitates economic development by providing services for the approval of all land development plans and the application of enforcement of zoning by-laws.

Outside Agencies

These agencies are approved by Council through grant agreements or Memorandums of Agreement. This segment includes grants to the Art Gallery of Algoma, Sault Ste. Marie Museum, Canadian Bushplane Heritage Museum, Algoma University, Pee Wee Arena, and Sault Ste. Marie Innovation Centre. The Sault Ste. Marie Police Service and Sault Ste. Marie Public Library report to City Council through their Boards.

Levy Boards

These Boards provide the City amounts to be collected on their behalf. Levy Boards include Algoma Public Health, the Sault Ste. Marie Region Conservation Authority, and the Sault Ste. Marie District Social Services Administration Board (DSSAB).

For each reported segment, revenues and expenses include both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in the summary of significant accounting policies.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

21. Segmented information:

	2024									
	General Government	Corporate Services	Legal Services	Fire Services	Public Works and Engineering	Community Development and Enterprise Services	Outside Agencies	Levy Boards	Government Business Enterprises	Total
Revenue:										
Taxation	\$ 2,424,108	\$ 10,674,897	\$ 2,372,821	\$ 14,934,444	\$ 38,639,452	\$ 18,456,155	\$36,811,400	\$ 24,669,233	\$ -	\$ 148,982,510
Fees and user charges	-	149,090	1,611,214	1,052,875	48,055,115	12,308,809	607,914	-	-	63,785,017
Government grants	827,047	1,951,960	404,392	1,615,436	18,092,383	6,321,558	8,393,176	-	-	37,605,952
Interest income	9,508,379	-	31,524	-	1,495,173	903	-	-	-	11,035,979
Gain on disposal of tangible capital assets	172,119	-	-	-	-	-	-	-	-	172,119
Other	2,371,300	184,825	-	54,269	1,172,467	1,547,130	1,213,428	-	-	6,543,419
Net income of government business enterprise	-	-	-	-	-	-	-	-	5,855,467	5,855,467
	15,302,953	12,960,772	4,419,951	17,657,024	107,454,590	38,634,555	47,025,918	24,669,233	5,855,467	273,980,463
Expenses:										
Salaries, wages and employee benefits	1,265,278	7,011,936	1,722,322	15,661,261	29,999,935	21,416,490	38,331,409	-	-	115,408,631
Materials	1,293,829	618,070	77,898	1,229,315	23,895,748	10,622,085	6,583,845	-	-	44,320,790
Contracted services	85,807	2,482,078	213,107	261,613	11,790,422	3,694,107	2,703,084	-	-	21,230,218
Rents and financial	1,353,760	2,889,611	71,079	6,044	15,421	570,360	158,674	-	-	5,064,949
Grants to others	58,893	509	-	-	-	102,288	1,582,004	24,669,233	-	26,412,927
Amortization of tangible capital assets	53,645	159,949	-	592,100	21,222,920	2,684,194	1,771,890	-	-	26,484,698
	4,111,212	13,162,153	2,084,406	17,750,333	86,924,446	39,089,524	51,130,906	24,669,233	-	238,922,213
Accretion expense	7,069	-	-	17,221	2,319,087	56,203	27,120	-	-	2,426,700
Annual surplus (deficit)	\$ 11,184,672	\$ (201,381)	\$ 2,335,545	\$ (110,530)	\$ 18,211,057	\$ (511,172)	\$ (4,132,108)	\$ -	\$ 5,855,467	\$ 32,631,550

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2024

21. Segmented information (continued):

	2023									
	General Government	Corporate Services	Legal Services	Fire Services	Public Works and Engineering	Community Development and Enterprise Services	Outside Agencies	Levy Boards	Government Business Enterprises	Total
Revenue:										
Taxation	\$ 6,767,840	\$ 8,859,276	\$ 2,335,814	\$ 13,399,055	\$ 35,099,838	\$ 16,305,555	\$ 36,274,029	\$ 23,486,287	\$ -	\$ 142,527,694
Fees and user charges	-	138,286	1,385,635	974,442	43,488,504	11,295,623	608,988	-	-	57,891,478
Government grants	627,007	1,612,937	437,350	2,450,128	26,263,990	6,624,409	8,198,662	-	-	46,214,483
Interest income	8,092,413	-	21,656	-	(56,987)	(68,623)	-	-	-	7,988,459
Gain (loss) on disposal of tangible capital assets	-	-	(6,622)	10,142	52,412	-	(6,008)	-	-	49,924
Other	2,788,058	703,427	-	12,295	11,076,840	1,670,509	306,015	-	-	16,557,144
Net income of government business enterprise (note 6)	-	-	-	-	-	-	-	-	6,828,604	6,828,604
	18,275,318	11,313,926	4,173,833	16,846,062	115,924,597	35,827,473	45,381,686	23,486,287	6,828,604	278,057,786
Expenses:										
Salaries, wages and employee benefits	1,338,605	6,845,283	1,648,643	14,441,143	26,878,693	19,482,205	33,231,298	-	-	103,865,870
Materials	1,477,621	559,109	85,781	1,261,153	28,735,322	8,205,671	5,438,540	-	-	45,763,197
Contracted services	1,253,751	1,627,331	220,968	390,083	12,395,802	4,351,875	1,436,344	-	-	21,676,154
Rents and financial	356,845	1,404,744	70,492	6,015	12,151	406,974	174,577	-	-	2,431,798
Grants to others	167,974	-	-	-	-	52,589	1,642,545	23,486,287	-	25,349,395
Amortization of tangible capital assets	14,949	247,659	-	513,724	19,488,567	2,312,939	1,718,916	-	-	24,296,754
	4,609,745	10,684,126	2,025,884	16,612,118	87,510,535	34,812,253	43,642,220	23,486,287	-	223,383,168
Landfill closure and post closure liability expense	-	-	-	-	1,691,237	-	-	-	-	1,691,237
Annual surplus	\$ 13,665,573	\$ 629,800	\$ 2,147,949	\$ 233,944	\$ 26,722,825	\$ 1,015,220	\$ 1,739,466	\$ -	\$ 6,828,604	\$ 52,983,381

Financial Statements of

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

Trust Funds

And Independent Auditor's Report thereon

Year ended December 31, 2024

DRAFT



KPMG LLP
111 Elgin Street, Suite 200
Sault Ste. Marie ON P6A 6L6
Canada
Tel 705-949-5811
Fax 705-949-0911

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

Opinion

We have audited the financial statements of the trust funds of The Corporation of The City of Sault Ste. Marie (the "Trust"), which comprise:

- the statement of financial position as at December 31, 2024
- the statement of continuity for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at December 31, 2024 and the continuity of trust funds for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the **"Auditor's Responsibilities for the Audit of the Financial Statements"** section of our auditor's report.

We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



Page 3

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Financial Position

December 31, 2024 with comparative information for 2023

								2024	2023
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total
Assets									
Cash and investments (note 3)	\$ 6,939,585	\$ 3,037,411	\$ 11,780	\$ 115,686	\$ -	\$ 91,469	\$ -	\$ 10,195,931	\$ 9,265,701
Receivable from other funds	-	18,556	-	104,523	33,635	-	17,537	\$ 174,251	728,590
Loans receivable (note 2)	-	-	10,682	-	-	-	-	10,682	10,682
	\$ 6,939,585	3,055,967	22,462	220,209	33,635	91,469	17,537	\$ 10,380,864	\$ 10,004,973
Liabilities and Fund Balance									
Payable to other funds	\$ 3,627	\$ -	\$ 25,265	\$ 133,635	\$ -	\$ (174)	\$ 10	\$ 162,363	\$ 157,005
Fund balance	6,935,958	3,055,967	(2,803)	86,574	33,635	91,643	17,527	10,218,501	9,847,968
	\$ 6,939,585	3,055,967	22,462	220,209	33,635	91,469	17,537	\$ 10,380,864	\$ 10,004,973

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Continuity

Year ended December 31, 2024, with comparative information for 2023

	2024								2023	
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total	
Fund balance, beginning of the year	\$ 6,742,450	\$ 2,892,930	\$ (2,848)	\$ 79,991	\$ 32,236	\$ 87,136	\$ 16,073	\$ 9,847,968	\$ 9,145,470	
Revenue:										
Capital receipts	193,508	266,699	-	2,660	-	-	-	462,867	769,737	
Interest earned	192,190	138,041	551	3,923	1,399	4,507	1,454	342,065	326,904	
	385,698	404,740	551	6,583	1,399	4,507	1,454	804,932	1,096,641	
Expenditures:										
Contributions to revenue fund	192,190	241,703	506	-	-	-	-	434,399	394,143	
	192,190	241,703	506	-	-	-	-	434,399	394,143	
Fund balance, end of year	\$ 6,935,958	\$ 3,055,967	\$ (2,803)	\$ 86,574	\$ 33,635	\$ 91,643	\$ 17,527	\$ 10,218,501	\$ 9,847,968	

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2024

The Corporation of the City of Sault Ste. Marie Trust Funds (the "Trust") consist of various trust funds administered by the Corporation of the City of Sault Ste. Marie. The Funds are not subject to income taxes under Section 149(1) of the Income Tax Act (Canada).

1. Summary of significant accounting policies:

These financial statements are prepared in accordance with Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the Chartered Professional Accountants of Canada Handbook.

(a) Basis of accounting:

The financial statements are prepared by management and are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(b) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Trust has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the effective interest rate method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator or impairment, the Trust determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial assets is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Trust expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

(c) Use of estimates

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include the carrying amount of capital assets and assets and obligations related to employee future benefits. Actual results could differ from those estimates.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2024

2. Ontario Home Renewal Program:

The Ontario Home Renewal Program ("OHRP") was established by the Ontario Ministry of Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans were limited to \$7,500, of which the maximum deferred portion was \$4,000.

Ontario Home Renewal Program loans receivable at December 31, 2024 comprise repayable loans of \$5,804 (2023 - \$5,804) and deferred loans of \$4,878 (2023 - \$4,878). Loan forgiveness is earned and recorded at a rate of up to \$600 per year of continuous ownership and occupancy. The deferred portion of the loan is deferred for a five year period. In the event of the sale or lease of the home or in the event of the homeowner ceasing to occupy the home, the balance of the loans immediately become due and payable by the homeowner.

The Province of Ontario legislated an end to the OHRP program in 1993. As of July 16, 1993, no new loans were issued. All funds collected on outstanding OHRP loans are remitted to the Province by March 1 of the following year. However, municipalities are provided an administration fee of five per cent of the balances collected after December 31, 1993 and are permitted to retain the interest earned on unremitted OHRP trust account balances.

3. Cash and investments:

Total investments by the trust funds of \$5,529,599 (2023 - \$4,423,667) included in cash and investments on the statement of financial position at cost, have a market value of \$5,733,845 (2023 - \$4,547,441).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-95

PROPERTY SALE: A by-law to authorize the sale of surplus property being part of civic 0 Sackville Road, legally described in Part PIN 31561-0158 (LT) and part of civic 128 Sackville Road, legally described in Part PIN 31561-0118 (LT) to Griffin Group Real Estate Ltd. (Dennis Tatasciore).

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Griffin Group Real Estate Ltd. (Dennis Tatasciore) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2025-95

PURCHASER: GRIFFIN GROUP REAL ESTATE LTD. (DENNIS TATASCIORE)

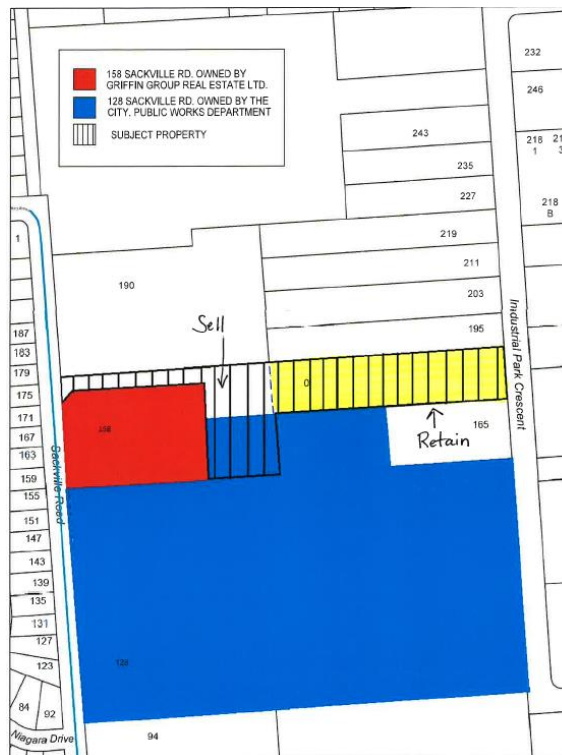
PROPERTIES: PART 0 SACKVILLE ROAD
SAULT STE. MARIE, ONTARIO

PART PIN: 31561-0158 (LT)
PT LT 20 RCP H744 TARENTORUS PTS 4, 5, 6 & 7
1R12231; S/T B2789; T15757; SAULT STE. MARIE

PART 128 SACKVILLE ROAD
SAULT STE. MARIE, ONTARIO

PART PIN: 31561-0118 (LT)
LT 22 RCP H744 TARENTORUS EXCEPT PT 1
1R2139 AND T113728; S/T B2783, T15768; SUBJECT
TO AN EASEMENT IN GROSS OVER PARTS 1 TO 4
PLAN 1R13895 AS IN AL258199; CITY OF SAULT
STE. MARIE

CONSIDERATION: SEVENTY-FOUR THOUSAND (\$74,000) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-96

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 657 Fourth Line East, legally described in PIN 31510-0131 (LT) to Rocchetta Holdings Corp. (Ryan Rocchetta).

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Rocchetta Holdings Corp. (Ryan Rocchetta) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

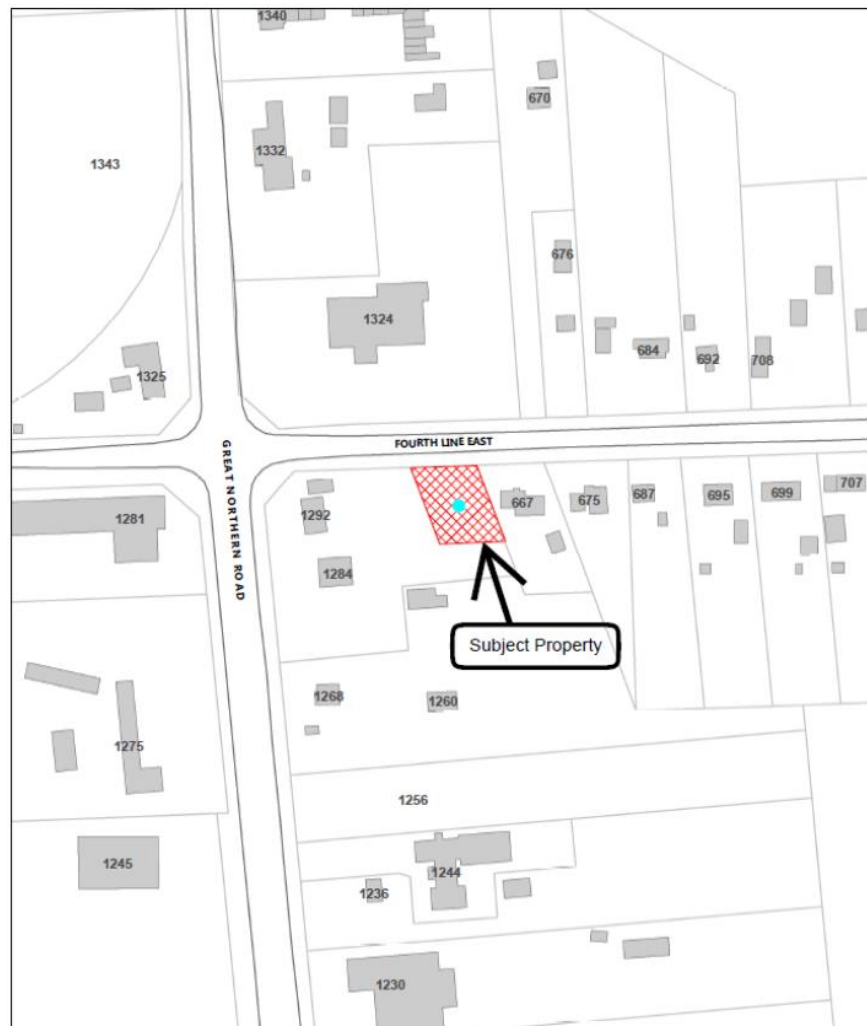
SCHEDULE "A" TO BY-LAW 2025-96

PURCHASER: ROCCHETTA HOLDINGS CORP. (RYAN ROCCHETTA)

ADDRESS: 657 FOURTH LINE EAST
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31510-0131 (LT)
LT 8 RCP H737 TARENTORUS; SAULT STE. MARIE

CONSIDERATION: SEVENTEEN THOUSAND FIVE HUNDRED
(\$17,500) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-97

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the 49th Field Artillery Regiment to occupy Top Sail Island for the purposes of conducting a gun salute on Canada Day.

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 July 1, 2025 between the City and the 49th Field Artillery Regiment, a copy of which is attached as Schedule "A" hereto. This Agreement is to occupy Top Sail Island for the purposes of conducting a gun salute on Canada Day.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This LICENCE AGREEMENT made the 01 day of July, 2025.

BETWEEN:

The Corporation of the City of Sault Ste. Marie, 99 Foster Drive Sault Ste. Marie, ON, P6A 5X6 (the "Licensor")

OF THE FIRST PART

AND

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence (the "**Licensee**")

OF THE SECOND PART

WHEREAS the Licensor are the owners of the property and more particularly described in Section 1 herein.

AND WHEREAS the Licensee has requested permission from the Licensor to use the property for the purpose of 'Military training' such as dry artillery deployments.

AND WHEREAS the Licensor has agreed to permit the Licensee to use the property for the purpose of Military training.

NOW THEREFORE this Agreement witnesses that in consideration of, and subject to, the terms and conditions set out herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

DESCRIPTION OF THE PREMISES

1. The Licensor operates the property located at:
 - a. Top Sail Island, Bellevue Park IVO UTM GR 16T GS 07297 52814, in Sault Ste. Marie in the Province of Ontario(the "**Premises**"). See drawing attached hereto as Annex "A" and forming part of this Agreement.

LICENCE

2. The Licensor hereby grants to the Licensee a non-exclusive licence to enter the Premises designated by the Licensor in its discretion (the "**Authorized Locations**") and to occupy and use the Authorized Locations for the purpose of conducting a Gun Salute by the 49th (Sault Ste. Marie) Field Regiment. To satisfy all safety criteria for this event, the gun shall be placed on Top Sail Island by access via Bellevue Park. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

TERM

3. The term of this Agreement shall be commencing at 0001 and ending at 2359 on the 01 July 25.

LICENCE FEE

4. The parties acknowledge the receipt and sufficiency consideration of \$2.00, taxes included, (two Canadian Dollars).

INSURANCE

5. The parties acknowledge that the Licensee is self-insured.

INDEMNIFICATION

6. Subject to the Crown Liability and Proceedings Act, Section 6 (Damages to Licencee's property and responsibility for injury), and Section 8 (Damage to the premises) the LICENSEE indemnifies and saves harmless the LICENSOR, its agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, members of his Canadian Forces, his agents or his employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the licence granted herein.

DAMAGE TO LICENSEE'S PROPERTY AND RESPONSIBILITY FOR INJURY

7. The Licensee agrees to assume full responsibility for the care of its property at all times during the term of this Agreement, and to assume all risk of loss, damage or injury (including death) to itself, its servants, agents, employees, invitees or sub-licensees.

LICENSOR'S PROPERTY

8. The Licensee agrees to take all reasonable care as would a prudent owner to safeguard the non-operational outdoor areas of the Premises being occupied by the Licensee during the term agreed to under this Licence and prevent damage thereto and to assume all risk of loss, damage or injury to himself, his agents, employees or licensees, subject to Section 6 (Damage to Licensee's property and responsibility for injury).

DAMAGE TO THE PREMISES

9. The Licensee shall not be responsible for any environmental or other property damage or loss to the Premises arising from:
 - a) circumstances, acts or conditions beyond his control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature;
 - b) normal wear and tear of the Premises
 - c) any damage to the Premises caused by the previous occupation of the Premises by other persons, organizations, or the Licensor;
 - d) any damage to the Premises arising during the period covered by this agreement, where such damage is a consequence of pre-existing damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
 - e) any damage to the Premises caused by any other persons, organizations, or by the Licensor.

NOTICE

10. Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally, by electronic mail or by its being sent by mail, postage prepared to the other party at the following address:

In the case of the Licensee:

Katharine Carruthers
Real Property Officer
Real Property Operations Detachment Trenton
8 Wing/Canadian Forces Base Trenton
PO Box 1000, Station Forces
Astra ON K0K 3W0
Telephone: (613) 920 0846
Email: Katharine.carruthers@forces.gc.ca

In the case of the Licensor:

Virginia McLeod
Manager, Recreation and Culture
The Corporation of the City of Sault Ste. Marie
99 Foster Dr
Sault Ste. Marie, ON, P6A 5X6
Telephone: (705) 759-2500
Email: v.mcleod@cityssm.on.ca

11. **AMENDMENT:** This Agreement may only be amended by a written agreement signed by both parties.
12. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, subject to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.
13. **INTENTIONS OF THE PARTIES:** The Parties expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing in this Agreement may be construed as creating a relationship of agency, partnership, or joint venture between the parties.
14. **ENTIRE AGREEMENT:** This Licence constitutes the entire agreement between the Licensor and the Licensee pertaining to the subject-matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Licensor and Licensee pertaining to such subject-matter. There are no warranties, representations or other agreements between the Licensor and Licensee in connection with the subject matter hereof, except those specifically set out herein.
15. **WAIVER:** No waiver of any of the provisions of this Licence shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
16. **SEVERABILITY:** If any provision of this Licence is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Licence or invalidate or render unenforceable such provision in any other jurisdiction.
17. **TERMINATION:** Either party may terminate this Licence upon submission of thirty (30) days prior written notice to the other party.
18. **SUCCESSORS AND ASSIGNS:** This Licence shall endure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns.

19. **EXECUTION AND DELIVERY:** This Licence may be executed in counterparts, each of which will be deemed to be an original but all of which will constitute one and the same Licence. This Licence may be executed by original or electronic signature in portable document format (.pdf).
20. **EFFECTIVE DATE:** This Licence becomes effective as of the date of the last signature.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the respective parties hereto as of the date first written above.

HIS MAJESTY THE KING IN RIGHT OF
CANADA, as represented by the Minister of
National Defence

Name:
Title:

I have the authority to bind The Corporation of the
City of Sault Ste Marie.

Name:
Title:

Annex “A”- Site Photos







THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-98

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between The City and The Corporation of the Township of Prince for the provision of policing services to the Township.

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 Extension Agreement dated June 23, 2025 between The City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Extension Agreement is for the provision of policing services to the Township.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-98 Prince Township Police Services Extension Agreement.docx

Schedule "A"

THIS EXTENSION AGREEMENT made in duplicate this 23rd day of June, 2025.

B E T W E E N:

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

(hereinafter called the "City")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(hereinafter called the "Township")

OF THE SECOND PART

WHEREAS an Agreement for the provision of police services dated March 23, 2020 between the City and the Township was entered into, a copy of which is appended as Schedule "A" hereto (hereinafter: the "Agreement");

AND WHEREAS the Agreement has a term of five (5) years commencing March 23, 2020, to March 31, 2025.

AND WHEREAS the Agreement was extended for a period of three (3) months, commencing April 1, 2025 and ending June 30, 2025;

AND WHEREAS the parties are engaged in renewing the Agreement.

AND WHEREAS the Township wishes to continue to provide adequate and effective police service in accordance with its needs and as set out in the Agreement until a new agreement can be concluded.

AND WHEREAS the Township agrees to continue to benefit from the provision of police service on a month-to-month basis and under the same terms and conditions as set out in the Agreement until a new agreement can be entered in to.

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. EXTENDED TERM

The City and the Township hereto acknowledge and agree that the term in the Agreement shall continue on a month-to-month basis until the parties finalize a new agreement.

2. TERMS AND CONDITIONS

The City and the Township acknowledge and agree that all other terms and conditions as set out in the Agreement, shall remain unchanged.

IN WITNESS WHEREOF the parties have executed this Extension Agreement to be effective as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR-MATTHEW SHOEMAKER

CITY CLERK-RACHEL TYCZINSKI

THE CORPORATION OF THE TOWNSHIP OF PRINCE

MAYOR-MELANIE MAGERAN

CLERK –SAM CAROLEI

Schedule "A"

POLICE SERVICE AGREEMENT

***UNDER SECTION 6.1 OF THE POLICE SERVICES
ACT, R.S.O. 1990, C.P.15 AS AMENDED***

THIS POLICE SERVICE AGREEMENT (the "**Agreement**") is dated the 23rd day of March, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "**City**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
(hereinafter called the "**Township**")

OF THE SECOND PART;

WHEREAS pursuant to Section 4(1) of the *Police Services Act, R.S.O. 1990 c.P.15* as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS pursuant to Section 5(1)4. of the Act, the Township's responsibility to provide police services shall be discharged by entering into an agreement under Section 6.1 of the Act with the council of another municipality to have its police services provided by the Police Services Board of the other municipality on the conditions set out in the agreement;

AND WHEREAS on or about March 11, 2014, Council for the Township had previously requested the City to enter into an agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in an Agreement, which resulted in an "Agreement for the Provision of Police Services Under Section 6.1 of the Police Services Act" between the parties dated March 24, 2014 ("2014 Agreement"), authorized by City By-law 2014-66, passed on April 28, 2014, for a term commencing June 1, 2014 and ending on May 31, 2019,

AND WHEREAS on December 19, 2017, the Township gave formal notice that it intended to terminate the 2014 Agreement effective December 31, 2018;

AND WHEREAS in October 2018, the new Sault Ste. Marie Police Chief approached Prince Township to discuss entering into a new agreement for the provision of Police Services.;

AND WHEREAS on or about the 10th day of December 2018, the Township and the City entered into an Extension Agreement authorized by By-law 2018-232, which extended the 2014 Agreement on a month to month basis commencing January 1, 2019 until such time as a new agreement could be forged between the City and the Township;

AND WHEREAS Council for the Township has now requested that the City enter into the within Agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in this Agreement;

AND WHEREAS the City is agreeable to providing certain Police Services as specified in the within Agreement to the Township subject to the terms and conditions specified herein;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM AND CONCLUSION OF 2014 AGREEMENT AND EXTENSION AGREEMENT

- (a) The parties hereto acknowledge and agree that the 2014 Agreement dated March 24, 2014 and Extension Agreement dated December 10, 2018 are hereby terminated effective March 22, 2020.
- (b) The parties hereto further acknowledge and agree that the Term of this Agreement will be for a period of five (5) years and shall commence March 23, 2020 and terminate on March 31, 2025. This Agreement is also subject to termination as prescribed in Section 5 of this Agreement.

2. POLICE SERVICES DETAILED

- (a) The Township requests and the City agrees to provide the following specific Police Services:
 - (i) The City shall provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City of Sault Ste. Marie and, more particularly such service

shall be similar to the service provided at present to the inhabitants of the City of Sault Ste. Marie situated in that area bounded by the prolongation of Base Line to the north and Airport Road to the east;

- (ii) The City agrees that it shall provide routine patrols of the Township;
- (iii) The Chief of Police of the City shall report to the Township, at mutually agreed upon intervals, regarding the provision of Police Services in and for the Township.

The above shall collectively be referred to as the "Police Services" in this Agreement.

- (b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall not respond to any other requests for Police Services other than the specific Police Services set out above.
- (c) The parties acknowledge that there is an agreement between the City and Township regarding the provision of 911 Services. The provision of 911 Services is exclusive to this Agreement, and therefore the provision of Police Services as detailed herein does not cover 911 Services.
- (d) Pursuant to Section 6.1(2) of the Act, the Township may select a person to advise the Sault Ste. Marie Police Services Board with respect to objectives and priorities for police services in the Township and the Sault Ste. Marie Police Services Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
- (e) The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement. The Provision of Police Services in this Agreement does not include the enforcement of any Township By-laws.

3. COSTS

- (a) The Township shall pay the City for the Police Services provided under this Agreement in accordance with the Agreement.
- (b) The Township covenants and agrees to pay the City the total sum of One Hundred, Seventy Five (\$175,000.00) for the first year plus HST, for the provision of Police Services. Thereafter the amount will increase yearly in accordance with the CPI Ontario for the previous calendar year, commencing April 2021 and every April in the Term. The amount in the first year will be payable as follows:

The Township will pay the City the above amount in evenly disbursed monthly installments shown below inclusive of HST:

April	\$16,479.16
May	\$16,479.16
June	\$16,479.16
July	\$16,479.16
August	\$16,479.16
September	\$16,479.16
October	\$16,479.16
November	\$16,479.16
December	\$16,479.16
January	\$16,479.16
February	\$16,479.16
March	\$16,479.16

- (c) Special Duty officers provided by the City to the Township for an event located within the geographic confines of the Township will be provided **at a cost that is in addition to this Agreement** and the costs payable by the Township to the City shall be determined by the City in its sole discretion. The City shall promptly invoice the Township following the provision of any Special Duty Officers and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

4. **LIABILITY OF THE CITY AND THE SAULT STE. MARIE POLICE SERVICES BOARD**

The City and the Sault Ste. Marie Police Services Board shall be liable for any damages that may arise as a result of any intentional or negligent acts or omissions of its members in the performance of this Agreement.

5. **TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least (90) days' written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on March 31, 2025. If the Township wants to extend the Agreement beyond the said date, the Township shall give to the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.

- (c) In the event the Township fails to make any payment as set out in Clause 3, the City may, at its option and upon thirty (30) days' written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-5 inclusive shall survive the termination or completion of this Agreement.

6. NOTICE

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

The City:

Chief of Police

Sault Ste. Marie Police Service

580 Second Line East, Sault Ste. Marie ON P6B 4K1

and to:

Chief Administrative Officer

The Corporation of the City of Sault Ste. Marie

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

The Township:

The Clerk/Treasurer

The Corporation of the Township of Prince

3042 Second Line West, Sault Ste. Marie ON P6A 6K4

7. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement, the parties agree that the following dispute resolution process shall be used:

- (a) A meeting must be held promptly between the parties, attended by the parties' respective Chief Administrative Officers regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within fourteen (14) days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.

- (c) The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) business days after the end of the negotiation period referred to in paragraph 2, the mediator shall be appointed by ADR Chambers based on a recommendation and process implemented by the Chief Executive Officer (or similar position) of the ADR Chambers, or such other organization or person agreed to by the parties in writing.
- (d) The parties agree to participate in good faith in a mediation session which must occur within thirty (30) days after the appointment of the mediator, or such further period agreed to by the parties in writing.
- (e) If the parties are unable to resolve all issues in dispute in the mediation, the parties agreed that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, 1991, S.O. 1991, c. 17. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

The parties agree to share equally the costs of the mediation and arbitration, which costs will not include costs incurred by a party for representation by counsel.

8. GENERAL PROVISIONS

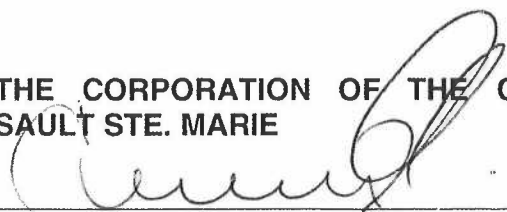
- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- (b) This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

- (d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

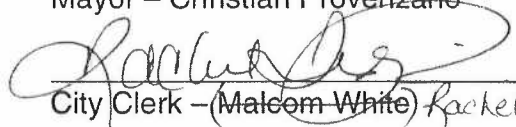
IN WITNESS WHEREOF the part of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW # 2020-115

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

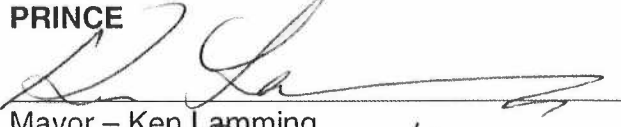


Mayor – Christian Provenzano



City Clerk – ~~(Malcom White)~~ Rachel Tycinski

**THE CORPORATION OF THE TOWNSHIP OF
PRINCE**



Mayor – Ken Lamming



Township Clerk – Peggy Greco

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-99

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 33 Nichol Avenue, Jacob McEachern and Lana Perry.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **33 NICHOL AVENUE; LOCATED ON THE WEST SIDE OF NICHOL AVENUE, APPROXIMATELY 103 METERS NORTH OF ITS INTERSECTION WITH SECOND LINE WEST; CHANGE FROM R2.S378 to R2.S378 WITH AN AMENDED “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 79/1-89 of Schedule “A” to By-law 2005-150, is changed from R2.S378 (Gentle Density Residential) zone with a “Special Exception” to R2.S378 Amended (Gentle Density Residential) zone with an amended “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by repealing section 2(378) and adding the following subsection 2(378) and heading as follows:

“2(378) 33 Nichol

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Nichol Avenue and having civic no. 33 Nichol Avenue and outlined and marked “Subject Property” on the map attached as Schedule 378 hereto is changed from R2.S378 (Gentle Density Residential) zone with a “Special Exception” to R2.S378 Amended (Gentle Density Residential) zone with an amended “Special Exception”, to permit, in addition to those uses permitted in the C4.S378 zone, an indoor archery range, subject to the following provisions:

1. Require a minimum of nine parking spaces in association with the archery range only;
2. Permit one parking space to be located within a required front yard setback; and

3. Permit the use of crushed stone or other similar hard dustless surface for the provision of required parking spaces for the archery range only.”

3. **HOUSEKEEPING AMENDMENT**

Subsection 3, of special exemption 2(378) shall be continued on civic no. 21 and 25 Nichol Avenue, severed from 33 Nichol Avenue after the passing of special exemption by-law 2018-111, and benefiting from the below provision before this zoning amendment, to read:

“378 - 21 Nichol Avenue

Reduce the required R2 lot area upon the subject property from 550 to 517 square metres.”

378 - 25 Nichol Avenue

Reduce the required R2 lot area upon the subject property from 550 to 517 square metres.”

4. **SCHEDULE “A”**

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

5. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

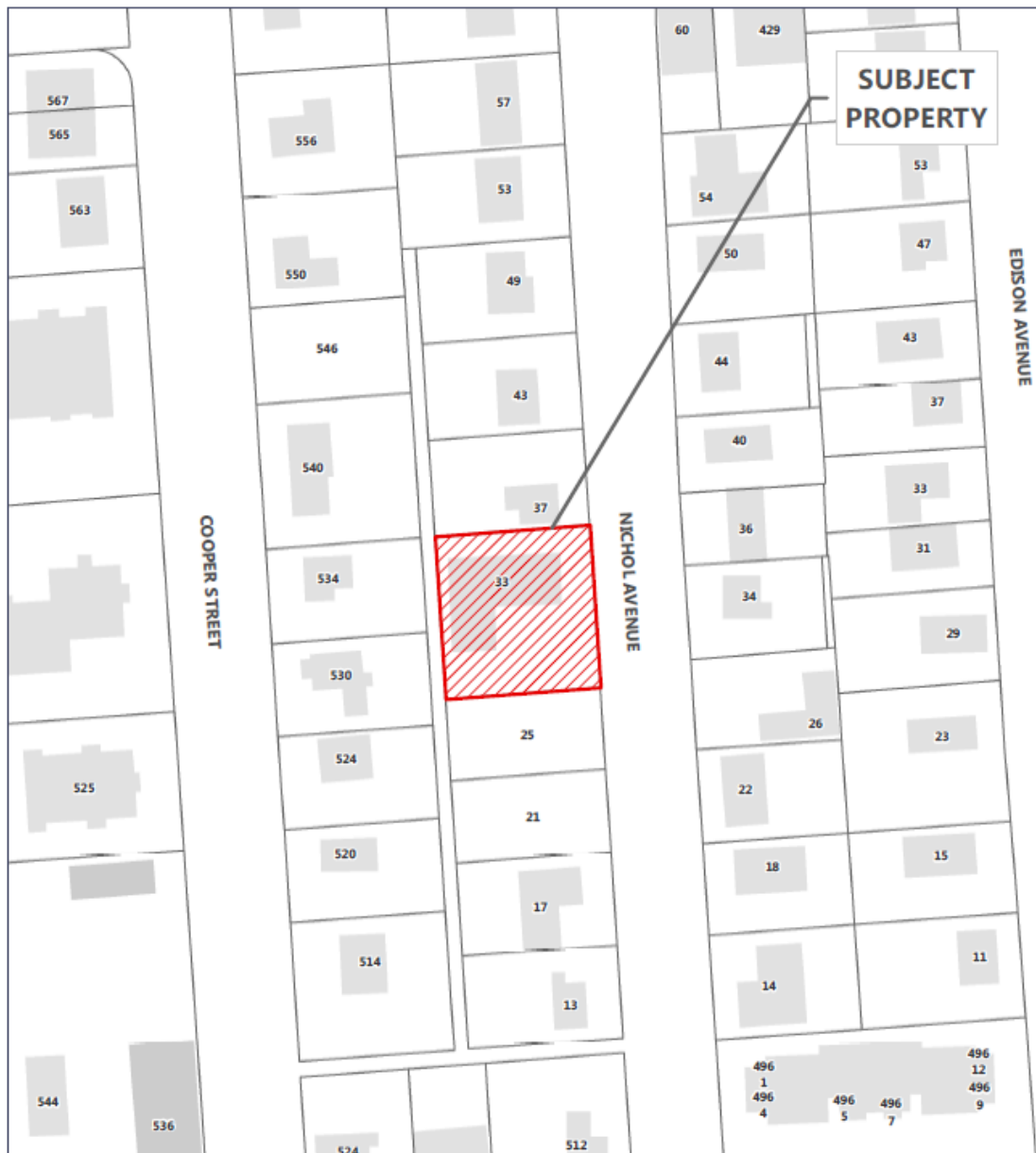
PASSED in Open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

l:\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2025\Nichol Avenue, 33\2025-99 33 Nichol By-law - amending a special post-severance (1).docx

SCHEDULE "A" TO BY-LAW 2025-99 AND SCHEDULE 378 TO BY-LAW 2005-151



Application A-5-25-Z: Subject Property

Property Information



SAULT STE. MARIE
Planning and Enterprise Services

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

- Subject Property
- Parcel Fabric
- Residential
- Commercial/Industrial

Civic Address: 33 Nichol Avenue
Roll No.: 060013039000000
Map No.: 79/1-89
Date Created: April 2, 2025

0 10 20 m 1:1,000
This map is for general reference only.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-101

PROPERTY SALE: A by-law to declare the City owned property legally described as LT 165-166 PL 58 AWENGES; SAULT STE. MARIE being civic 72 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to Larry Woolley, Jennifer Woolley or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

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

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2025-101

PURCHASER: Larry Woolley, Jennifer Woolley or as otherwise directed

LEGAL DESCRIPTION: Part PIN: 31613-0191 (LT)
LT 165-166 PL 58 AWENGE; SAULT STE. MARIE

CONSIDERATION: TWENTY THOUSAND (\$20,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-102

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Public Entities for the approval of an updated Claims Handling Agreement.

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 23, 2025 between the City and Intact Public Entities, a copy of which is attached as Schedule "A" hereto. This Agreement is for approval of an updated Claims Handling Agreement.

2. **SCHEDULE "A"**

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

3. **BY-LAW 2025-57 REPEALED**

By-law 2025-57 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Claim Handling Agreement

This agreement is by and between Intact Public Entities ("IPE") and
The Corporation of the City of Sault Ste. Marie

This Agreement pertains to the following Policy Numbers:

CP83590A

PURPOSE

- To formally set the basis upon which the "Insured" is permitted to respond to claims against the "Insured" that normally would be reported to and handled by "IPE"
- To streamline the administration of claims which are within the Insured's deductible
- To ensure all claims are handled effectively and appropriately
- To reduce the cost of claims handling
- To ensure all arms-length expenses incurred by the "Insured" on internally handled claims matters are tracked accurately and completely
- To provide an early warning system for claims that may exceed the Policy deductible

For clarity, nothing in this agreement is intended to negate or supersede the conditions of the Policy, referenced above.

BACKGROUND

Whereas reporting conditions and requirements are present in and form part of the policies of insurance issued to the "Insured" by "IPE"; and

whereas the "Insured" wishes to handle and respond to certain claims against the "Insured" internally; and

whereas "IPE" authorizes the "Insured" to respond to certain claims against the "Insured" internally subject to the terms of this agreement; and

whereas this agreement is intended to remain in force until all claims handled by the Insured and covered by the policies of insurance issued by IPE are resolved, therefore, the "Insured" agrees to the following terms and conditions.

REPORTING REQUIREMENT

The "Insured" shall **immediately** report to "IPE", despite the insured not bearing any liability, any claim that:

- is expected to reach a total incurred (Reserves + Payments) value in excess of 50% of the policy deductible or,
- is the type of claim set out below, or
- triggers coverage under a Claims Made wording

Notwithstanding the reporting requirement above, and irrespective of whether the Insured bears any liability for a claim, the "Insured" shall **immediately** report to "IPE" any claim that is the type of claim set out below:

- Fatalities
- Brain damage resulting in mental or physical impairment
- Injuries resulting in total or partial paralysis
- Third degree burns (10% of body) or second-degree burns (30% of body)
- Impairment of vision or hearing (50% or more)
- Massive internal injuries affecting internal body organ(s)
- Multiple fractures involving more than one member or significant shortening of limbs
- Fracture of both heel bones
- Any injuries requiring surgical intervention which require a hospital stay of greater than 24 hours for recovery
- Total disability of more than 6 months, regardless of injury
- Multiple cases of drug or vaccine reaction
- Class action suits
- Claims in Excess of Policy Deductible
- Pollution, environmental or contamination
- Catastrophic Accident Benefit Claims
- Sexual abuse, molestation, rape, sexual harassment
- Employment-related practices claims including but not limited to discrimination, harassment, or termination of employment

The "Insured" shall immediately report such claim to "IPE" and "IPE" may elect to assume handling of any claim that is reportable.

If at any time a claim is not reported to "IPE" that otherwise should have been as per the above criteria or "IPE" requests a claim be reported which subsequently is not, and this failure to report results in prejudice, "IPE" reserves the right to deny cover as may be outlined under the Policy.

When claims are reported to "IPE", any commitments made by the "Insured" are subject to review and ratification by "IPE", with such review based on economic and/or strategic rationale. For clarity, subject to the foregoing, "IPE" may exercise its right to engage alternative service providers than those the "Insured" has assigned.

TRACKING

Further to the Regular Reporting section above, the "Insured" shall maintain a claims reporting and tracking system on which all claims will be entered. An up-to-date claims loss bordereaux of all claims handled by the "Insured" must be forwarded to "IPE" on a quarterly or as requested by "IPE". The bordereaux shall include, at minimum, the following data elements:

- Date Claim Reported
- Claims Reference
- Date of loss
- Loss Description inclusive of injuries and or property damage details
- Claim Status (open / closed / reopened)
- Financials
 - Reserve - Indemnity
 - Reserve – Expense
 - Paid –Indemnity
 - Paid – Expense
 - Total Incurred

The "Insured" shall continue to provide the above noted bordereaux until such time that there are no longer any open "IPE" claims being handled internally.

EXPENSES

Arms-length expenses will include the following paid to external vendors:

- Defense legal
- Adjusting
- Investigation
- Experts

Arms-length expenses will not include salaries for "Insured" personnel, administrative or overhead expenses.

AUDIT

"IPE" shall have the right to audit claims handled by the "Insured", under this Claims Handling Agreement, on the provision of reasonable notice. The results of all audits will be shared with the "Insured".

The audit will address proper documentation to support coverage, liability and quantum, claim handling quality, reserve timeliness, settlement level appropriateness, quality of defense and adherence to this agreement.

"IPE" shall have the right to audit claims handled by the "Insured" under this Claim Handling Agreement until all claims handled by the "Insured" and covered by "IPE" are resolved; regardless of whether "IPE" continues to issue policies on behalf of the "Insured".

THE POLICY

This Agreement shall be construed in accordance with the terms, conditions and provisions of the Policy referred to above. In the event of any ambiguity, conflict or disagreement relating to the contents of this Agreement, it is understood by the parties that the Policy terms prevail at all times.

TERMINATION

The insured shall be given written notice of any non-compliance with this agreement and given reasonable opportunity (at least 90 days, or as otherwise agreed between the parties) to take corrective action ("Correction Period").

If, after the "Correction Period", the insured continues not to meet the terms of this agreement, "IPE" reserves the right to terminate this agreement and assume carriage of all or some of the "Insured's" claims.

We the undersigned have the authority to execute this agreement.

Dated at Sault Ste. Marie the 23rd day of June, 2025

The Corporation of the City of Sault Ste Marie (The Insured)

Mayor Matthew Shoemaker

Name and Title of Authorized Representative

City Clerk Rachel Tyczinski

Signature of Authorized Representative

Signature of Authorized Representative

Intact Public Entities

Josie Pachis, Vice President Claims

Name and Title of Authorized Representative

Signature of Authorized Representative

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-103

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and SOYA (Save Our Young Adults) From Drug Abuse for the management of the community garden at 241 Albert Street East (Algoma District School Board).

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 23, 2025 between the City and SOYA (Save Our Young Adults) from Drug Abuse, a copy of which is attached as Schedule "A" hereto. This Agreement is for the management of the community garden at 241 Albert Street East (Algoma District School Board).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY

THIS LICENCE made in duplicate this 23rd day of June, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG ABUSE

(hereinafter referred to as the "SOYA
Licencee")

WHEREAS the Algoma District School Board (ADSB) is the registered owner of the lands and premises municipally known as 241 Albert Street West, legally described in PIN 31576-0001 ("Subject Property") as shown on the map attached and marked as Schedule "A".

AND WHEREAS the City and ADSB entered into a Licence to Occupy Agreement dated July 18, 2016 whereby the ADSB granted the City permission to occupy a portion of the Subject Property to create a Playground, Orchard/Community Garden, Sugar bush, Basketball Court and a section of the Hub Trail pursuant to the terms and conditions as set out in the Licence Agreement appended as Appendix 1 hereto;

AND WHEREAS the City and ADSB entered into an Extension Agreement dated June 8, 2021 for a period of one (1) year commencing July 1, 2021 and ending July 1, 2022 and which Extension Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions;

AND WHEREAS the Licencee has requested permission to operate the Community Garden at the Subject Property on behalf of the City and the City is agreeable to same, and further ADSB has also provided their consent which is attached as Appendix 2.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED	)	SOYA (SAVE OUR YOUNG ADULTS)
	)	FROM DRUG ABUSE
	)	
	)	
	)	Per: _____
	)	PRESIDENT: CONNIE RAYNOR ELLIOTT
	)	
	)	
	)	THE CORPORATION OF THE CITY OF
	)	SAULT STE. MARIE
	)	
	)	_____
	)	MAYOR – MATTHEW SHOEMAKER
	)	
	)	
	)	_____
	)	CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"



SCHEDULE “B”

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the Subject Property for the purposes of operating the Community Garden.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the Subject Property described in this Licence. These obligations are the Licencee's.

3. **Term**

The Term of this Licence shall commence on the 25th day of June, 2025, and shall be for a period of one year terminating on May 31, 2026. This Agreement may be renewed on a yearly basis from June 1, 2026 to June 1, 2027 and thereafter, if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence. A renewal of this Licence is further conditional on the renewal of the Licence between the City and ADSB. The parties acknowledge and agree that this Licence shall automatically terminate if the Licence between the City and ADSB terminates.

The City or the Licencee may also cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Legal Department, Level 4
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG
ABUSE
179 Gore Street
Sault Ste. Marie ON P6A 1M2

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted

in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's operation of the Community Garden covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Community Garden not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the Subject Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the Subject Property.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days' written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. If the City, ADSB or any utility requires access to the Subject Property for any purpose such as but not limited to access to any infrastructure in the area of the Subject Property, the Licencee shall provide the access so required, and the City, ADSB and utility shall not be responsible for restoring the Subject Property to its condition prior to such access. However, the City, ADSB or any utility shall leave the Subject Property in as neat and tidy a condition as possible following such access.
9. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation and/or removal of the Community Garden and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
10. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the Community Garden and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
11. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Community Garden.
12. On termination of this Licence, if requested by the City, the Licencee shall forthwith remove the Community Garden from the Subject Property at the Licencee's sole risk and expense and leave the Subject Property in a condition satisfactory to the City; provided that if the Licencee's Community Garden is not removed by the Licencee within a period of thirty (30)

days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.

13. The Licencee consents to the registration of this Licence on title to the Subject Property if desired by the City and/or the ADSB. The Licencee shall be responsible for the costs of the said registration of this Licence.
14. The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of One (\$1.00) Dollar for the Licence hereby granted.

Appendix 1

LICENCE TO OCCUPY ALGOMA DISTRICT SCHOOL BOARD

THIS LICENCE AGREEMENT made in duplicate this 18th day of July, 2016.

B E T W E E N:

ALGOMA DISTRICT SCHOOL BOARD

(herein referred to as the "ADSB")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as "City")

WHEREAS the ADSB is the registered owner of the lands and premises municipally known as "241 Albert Street West", legally described in PIN 31511-0199(LT) (the "ADSB Lands");

AND WHEREAS the City is the developer of the Etienne Brule School Community Partnership Project and desires to use a portion of the ADSB Lands to create a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail (the "Community Partnership Project"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS ADSB is prepared to grant to the City the right to occupy the Licenced Area for the Community Partnership Project (the "Licenced Area"), subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the ADSB and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The ADSB grants to the City the right to occupy the Licenced Area for a period of five (5) years commencing July 1st of 2016 and ending on June 30th of 2021 (the "Term"). This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions at both parties consent (the "Renewal Term(s)").
2. The Licenced Area shall only be used for the Community Partnership Project which shall be constructed in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement. The City shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.
3. The City acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.
4. The City shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the ADSB.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Email: m.borowiczsibenik@cityssm.on.ca

In the case of notice to the ADSB to:

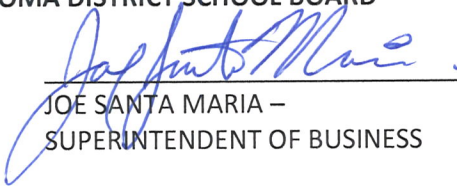
Joe Santa Maria
c/o Superintendent of Business
Algoma District School Board
c/o Superintendent of Business
644 Albert Street East,
Sault Ste. Marie, Ontario P6A 2K7

6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes 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.
7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.
8. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.
9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 18th day of July, 2016.

ALGOMA DISTRICT SCHOOL BOARD

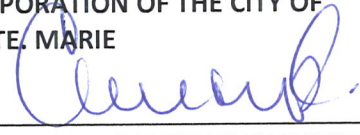
Per:


JOE SANTA MARIA –
SUPERINTENDENT OF BUSINESS

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

Per:


MAYOR – CHRISTIAN PROVENZANO

Per:


CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

**APPROVED BY
CITY OF SAULT STE. MARIE**

BY-LAW# 2016-118

SCHEDULE "A"

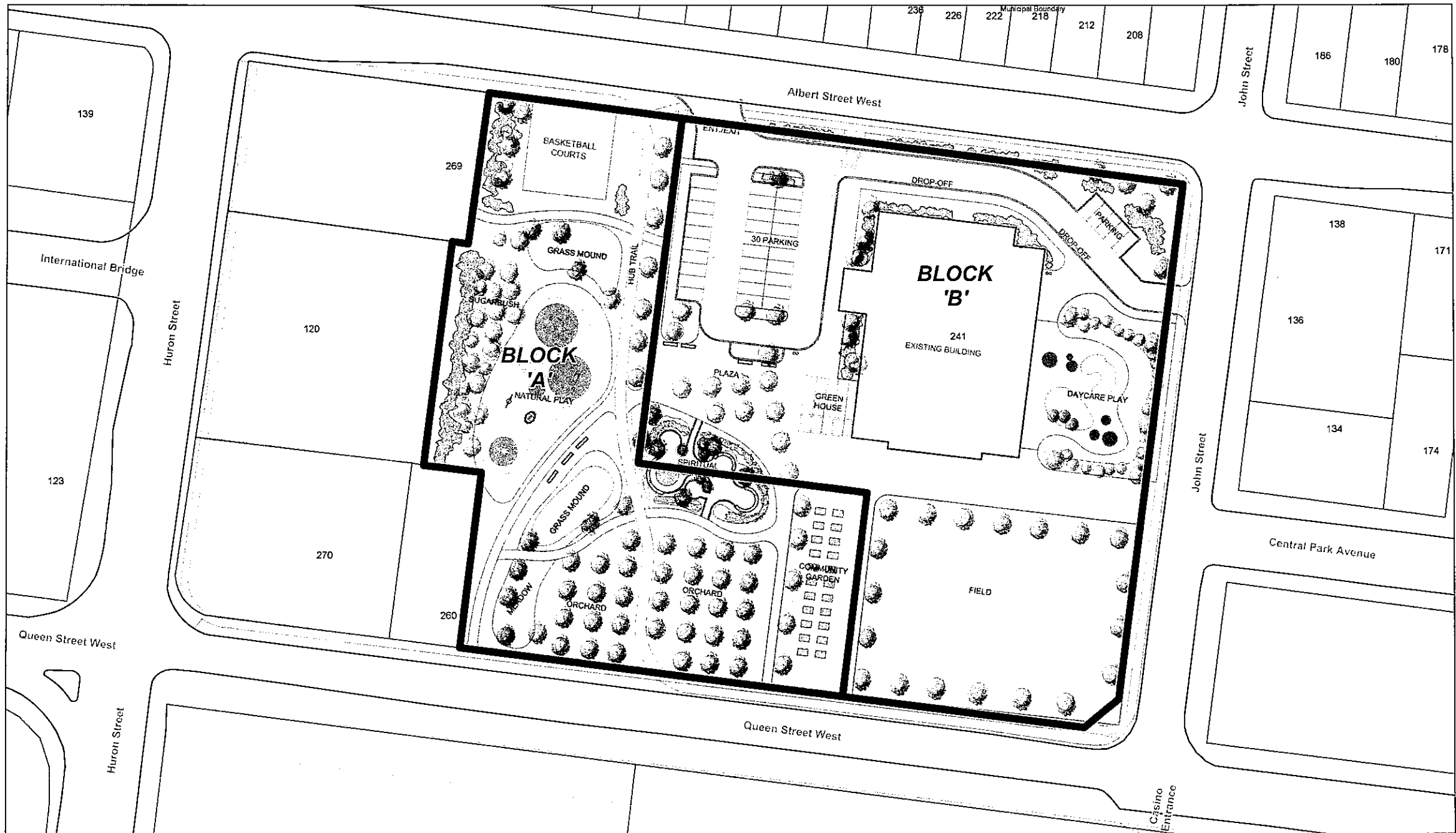
Description of Licensed Space

The City is responsible for upkeep and maintenance of the space allocated as Block 'A', as described in the attached drawing, and forming part of Schedule "A", which includes;

- 1) Playground;
- 2) Orchard/Community Garden;
- 3) Sugar bush;
- 4) Basketball court; and,
- 5) The Hub Trail.

The ADSB will assume responsibility for, any, and all, upkeep and maintenance of the space allocated as Block 'B', as described in the attached drawing, and forming part of Schedule "A", which includes, but is not limited to;

- 1) The Existing Building;
- 2) Parking/Drop-Off Area;
- 3) Green House; and,
- 4) Field.



CITY OF SAULT STE. MARIE **ETIENNE BRULE SITE OVERVIEW**



Etienne Brule Parcels Components

The Corporation of the City of Sault Ste. Marie
 Engineering & Planning Department
 Planning Division
 February 11, 2016

This map is for general reference only
 For official mapping, see the
 Engineering and Planning Department
 Orthophoto: None

Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

Illustration Details:
 The Planning Partnership
 2015-06-15
 0 5 10 20 Meters
 1:750



SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The City shall be permitted to use the Licenced Area for the Community Partnership Project, which shall consist of a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail, in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement.
3. At no time shall ADSB be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the Community Partnership Project or any other matters related directly or indirectly thereto. The City shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the Community Partnership Project. The City shall indemnify and save harmless the ADSB from any costs, liabilities and expenses incurred by the ADSB that may result from the Community Partnership Project and any matters related directly or indirectly thereto.
4. The City confirms that the ADSB has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, ADSB Lands or any part thereof, for use by the City. The City acknowledges that it has carried out an inspection of the ADSB Lands and Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.
5. The City shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the Community Partnership Project. The City acknowledges that it must apply for and receive a permit from the Sault Ste. Marie Conservation Authority ("SSMRCA") prior to constructing the Community Partnership Project. The City represents and warrants that it applied for and received the necessary permit(s) from the SSMRCA in regards to the Community Partnership Project. The City shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the ADSB may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City of such approvals, permits, plans, assessments, proposal, and studies.
6. The City shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Community Partnership Project and all matters related to this Licence Agreement and shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City with such Laws, By-Laws, Rules and Regulations.
7. The City shall indemnify and save harmless the ADSB from all costs and expenses caused to or incurred by the ADSB and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Community Partnership Project, the intent being that the ADSB shall be at no risk or expense to which it would not have been put had the Community Partnership Project not been placed on the Licenced Area.
8. The City agrees to defend, indemnify and save harmless the ADSB and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the City, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Community

Partnership Project, or any other activities related directly or indirectly to the Community Partnership Project or otherwise arising out of or connected with this Agreement.

9. If, at the sole discretion of the ADSB and/or emergency personnel, the ADSB and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Community Partnership Project is required, the City shall in no way restrict such access and the ADSB and/or emergency personnel shall in no way be responsible for restoring the Community Partnership Project to its condition prior to such access by the ADSB and/or emergency personnel.

10. During the Term, the City shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The City agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the ADSB Lands. In the event that the City fails to maintain the Licenced Area in a manner satisfactory to the ADSB in the ADSB's sole discretion, the ADSB may terminate this Licence Agreement on ten (10) days' written notice to the City. The City further acknowledges and agrees that its use and operation of the Licenced Area shall not interfere with the use and maintenance of the remainder of the ADSB Lands.

11. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City shall within thirty (30) days of same, promptly remove all materials related to the Community Partnership Project, complete all necessary cleanup activities and restore the Licenced Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the ADSB. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the City by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the ADSB may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the City.

12. The City hereby acknowledges and agrees that it has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the ADSB.

13. The City shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Two Million (\$2,000,00.00) Dollars and name the ADSB as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before February 16, 2015, and thereafter on February 1, 2015 of every year in the Term and Renewal Term(s), if applicable.



APPENDIX 2
Algoma District School Board

644 Albert St. East
Sault Ste. Marie
ON P6A 2K7
Telephone: (705) 945-7111
FAX: (705) 942-2540
www.adsb.on.ca

CHAIR
Jennifer Sarlo

DIRECTOR OF EDUCATION
Lucia Reece

June 5, 2025

Virginia McLeod
Manager of Recreation and Culture
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Virginia,

Thank you for the recent communication we had with your team to request that the city would like to have the "Save our Young Adults (SOYA)" group maintain the community garden on behalf of the city. Please accept this letter as confirmation that the Algoma District School board supports this request in order to meet the city's responsibilities and commitment for the Community Garden at the Etienne Brule site, as per the Etienne Brule School Community Partnership Agreement.

This replaces the prior agreement where the Sault Ste. Marie Police Services agreed to maintain the garden on behalf of the city.

If in the future, this arrangement changes, please let us know.

Sincerely,

Joe Santa Maria
Associate Director of Corporate Services & Operations

cc. Brent Lamming, Deputy CAO, Community Development & Enterprise Services, City of SSM
Nicole Maione, Director, Community Services, City of SSM
Joe Severini, Manager of Plant Department, Algoma District School Board

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-104

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the resurfacing of Lyons Avenue from Korah Road to Wellington Street West and Wellington Street West from Lyons Avenue to Carmen's Way (Contract 2025-5E).

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 23, 2025 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the resurfacing of Lyons Avenue from Korah Road to Wellington Street West and Wellington Street West from Lyons Avenue to Carmen's Way (Contract 2025-5E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR - MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
LYONS AVENUE RESURFACING
Contract No 2025-5E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 23rd day of June in the year 2025, by and between Avery Construction Limited hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**LYONS AVENUE RESURFACING
Contract No 2025-5E**

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 2024 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: Avery Construction Limited
940 Second Line West
Sault Ste. Marie, ON P6C 2L3

Contract Administrator: The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – Matthew Shoemaker

MUNICIPAL CLERK –Rachel Tyczinski

THE CONTRACTOR: AVERY CONSTRUCTION LIMITED

SIGNATURE

NAME: _____

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-105

TEMPORARY STREET CLOSING: A by-law to permit the intermittent road closure of Wellington Street West from Lyons Avenue to Carmen's Way from June 24, 2025 to November 14, 2025 to facilitate the resurfacing of Lyons Avenue and Wellington Street West.

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

1. **TEMPORARY STREET CLOSING OF WELLINGTON STREET WEST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the intermittent road closure of Wellington Street West from Lyons Avenue to Carmen's Way from June 24, 2025 to November 14, 2025 to facilitate the resurfacing of Lyons Avenue and Wellington Street West.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-106

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the miscellaneous paving of MacDonald Avenue from Black Road to Civic 654, John Street from Bainbridge Street to Carmens's Way, and miscellaneous patches at the Great Northern Road and Second Line intersection (Contract 2025-8E).

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 23, 2025 between the City and Ellwood Robinson Inc, a copy of which is attached as Schedule "A" hereto. This Contract is for the miscellaneous paving of MacDonald Avenue from Black Road to Civic 654, John Street from Bainbridge Street to Carmens's Way, and miscellaneous patches at the Great Northern Road and Second Line intersection (Contract 2025-8E).

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 23rd day of June, 2025.

MAYOR - MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
MISCELLANEOUS CONSTRUCTION/PAVING
Contract No 2025-8E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 23rd day of June in the year 2025, 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 2025-8E**

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 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its

elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: **The Corporation of the City of Sault Ste. Marie**
c/o Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

The Contractor: **Ellwood Robinson Inc.**
2075 Great Northern Road
Sault Ste. Marie, Ontario P6A 5N1

The Contract Administrator: **The Corporation of the City of Sault Ste. Marie**
Civic Centre
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 2025-107

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between the City and Meyers Munchies for the vending commission from vending equipment for a period of two (2) years.

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 Extension Agreement dated June 23, 2025 between the City and Meyers Munchies, a copy of which is attached as Schedule "A" hereto. This Extension Agreement is for the vending commission from vending equipment for a period of two (2) years.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AMENDMENT AGREEMENT

This Amendment made this 23rd day of June, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(the "City")
OF THE FIRST PART

-and-

MEYERS MUNCHIES

("Meyers")
OF THE SECOND PART

WHEREAS the City and PepsiCo Beverages Canada entered into a Beverage Sales Agreement effective August 1, 2022 to July 31, 2025 (the "City/PepsiCo Agreement") a copy of which is appended as Schedule "A" to this Agreement;

AND WHEREAS pursuant to Exhibit "C" to the City/PepsiCo Agreement, Meyers had the following obligation:

"Vending Commissions - Meyers Munchies (TPO) will pay to the Customer a vending commission (the 'Vending commission') in an amount equal to \$9,000.00 of net revenue actually collected by Meyers from vending equipment placed on the premises of the outlets by PBC (defined as PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, and its affiliates and subsidiaries, and hereinafter called "PBC") in each year. The Vending commission shall be calculated and paid by Meyers Munchies (TPO) to the customer on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the vending Commission, the volume of Products sold through each piece of vending equipment by outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission."

AND WHEREAS Meyers is not a party to the City/PepsiCo Agreement and therefore, the City and Meyers entered into an Agreement dated August 8, 2022, which set out the roles and responsibilities between the City and Meyers, a copy of which is appended as Schedule "B" to this Agreement (the "City/Meyers Agreement");

AND WHEREAS Meyers and the City wish to amend the City/Meyers Agreement as set forth herein;

NOW THEREFORE the City and Meyers agree to amend the City/Meyers Agreement as follows:

1. **Term.** Pursuant to Section 1, Meyers wishes to exercise its right to extend the Term by two (2) Years from August 1, 2025 to July 31, 2027 on the same terms and conditions (the “Renewal Term”).
2. **Funding and Support.** Meyers acknowledges and agrees the during the Renewal Term, Meyers shall continue to pay the City the Vending Commissions as set out in Section 2 of the City/Meyers Agreement.
3. All other terms and conditions of the City/Meyers Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives. **Meyers Munchies**

Per:

Name:

Position:

I have authority to bind the corporation

The Corporation of the City of Sault Ste Marie

Per:

Name: Matthew Shoemaker

Position: Mayor

I have authority to bind the corporation

Per:

Name: Rachel Tyczinski

Position: City Clerk

I have authority to bind the corporation

Schedule "A"



BEVERAGE SALES AGREEMENT

This sets forth the agreement ("**Agreement**") between PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, and its affiliates and subsidiaries ("**PBC**") and The Corporation of the City of Sault Ste Marie] (the "**Customer**"), on its own behalf and on behalf of its affiliates and subsidiaries, and on behalf of its individual franchisees and licensees, if any, relating to the purchase by the Customer from PBC of the Products.

Customer represents and warrants that it has full authority to bind all Outlets (as defined below) to the terms and conditions of this Agreement throughout the Term.

Definitions

As used in this Agreement, the following capitalized terms have the meanings set out below, and terms defined elsewhere in this Agreement shall have the meanings ascribed to them in this Agreement.

"**Authorized FS Distributor**" if applicable, shall mean a food service distributor as designated by Customer and prior approval by PBC.

"**Beverage**" or "**Beverages**" means all carbonated and non-carbonated, non-alcoholic beverages, however dispensed, during the Term including but not limited to, (i) colas and other flavored soft drinks; (ii) fruit juice, fruit juice containing other ingredients and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) milk based drinks; (vii) protein drinks and smoothies; (viii) energy drinks; (ix) water (including but not limited to: flat, plain, sparkling, carbonated, spring, mineral and/or purified); (x) kombucha and sparkling fermented beverages; and (xi) any future categories of nonalcoholic beverage products that may be distributed by PBC.

"**Cases**" shall mean the number of "raw" cases of Packaged Products purchased by the Customer from PBC, delivered in quantities of 8, 12, 15 and 24 bottles/cans, and thereafter in such other size, quantity and type of containers as determined by PBC, from time to time.

"**Gallons**" shall mean the number of US gallons of the Fountain Products purchased by the Customer from PBC during the Term and used to prepare the Fountain Products.

"**Fountain Products**" shall mean Beverages sold and/or distributed by PBC and used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of PBC's Fountain Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

"Outlets"

shall mean the existing Customer facilities owned, operated or managed by the Customer under the trade name/trademark in the attached Exhibit A (and/or any related or similar trademarks, including any successor trademarks/tradenames) in Canada operated by duly authorized franchisees of Customer, a current list of which is attached as Exhibit A, and shall include any other outlet or other facility in Canada in the Customer's system that may be opened, acquired, operated, owned, managed, controlled or franchised by the Customer under such trademarks during the Term. In the event that Customer acquires, owns or operates facilities under a different concept and/or trademark during the Term, Customer will purchase Products pursuant to the terms of this Agreement for service in such facilities, which will be considered Outlets under this Agreement. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

OR buying groups: "means customers of or facilities operated, managed, licensed, by (i) Customer or any of its Affiliates, (ii) companies with whom Customer or any of its Affiliates have entered into an agreement to provide procurement services, and (iii) such additional operations of Customer or any of its licensees, franchisees, or affiliates as Customer may choose to add from time to time.

OR Use for Golf course type of customer: "Outlet" shall mean the existing Customer facilities operated under in Exhibit A trade name/trademark or related trade names/trademarks, located at in Exhibit A and shall include (without limitation) all areas thereof, whether indoors or outdoors, sit-down and take out locations, concessions, restaurants, banquet rooms, clubhouse, carts and kiosks, which are now or in the future opened, acquired, operated, owned managed, controlled or franchised by the Customer during the Term

"Packaged Products" shall mean Beverages that are sold and/or distributed by PBC in pre-packaged form (e.g., bottles and cans) by PBC. A current list of PBC's Packaged Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

"Products" shall mean Fountain Products and Packaged Products manufactured, bottled, sold and/or distributed by PBC.

"Third Party Operator", if applicable, includes those persons or entities operating businesses selling or otherwise distributing Products from a location within the Outlets.

"Year" will mean a term of 13 financial periods coinciding with PBC's financial periods (each a "Financial Period" typically consisting of four weeks) during the Term, beginning the first day of the Term and each period of 13 Financial Periods thereafter. Term "quarter" or "quarterly" will mean a consecutive period of approximately 3 months coinciding with PBC's Financial Periods each Year during the term of this Agreement.

1.0 Term

1.1. The term (the "Term") of this Agreement shall commence on **August 1, 2022** (the "Effective Date") and shall expire on **July 31, 2025**. The Customer may extend the Term of the Agreement by a period of (2) years, on the same terms and conditions, upon providing PBC with sixty (60) days prior written notice before the expiry date.

2.0 Exclusivity

2.1. Exclusive Beverage Rights. During the Term of this Agreement, PBC shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements (including a Third Party Operator, if applicable) for such Products directly and exclusively from PBC. In no event shall there be served, dispensed or otherwise made available Beverage products licensed, produced or otherwise distributed by Nestle S.A., Nestle Canada Inc., Coca-Cola Ltd. or Coca-Cola Enterprises or any of their respective affiliates.

2.2. Ancillary Products. During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from PBC, provided that the Ancillary Products comply with municipal, provincial and federal legislation. PBC shall ensure the Ancillary Products comply with all applicable municipal, provincial and federal legislation.

3.0 Pricing and Distribution

3.1. PBC shall sell and provide the Products set forth in Exhibit B either directly to Customer or to Customer's Authorized FS Distributors (as applicable) for resale at Customer's Outlets.

3.2. The prices for the Products (the "Prices") as of the Effective Date, are listed in Exhibit B and are exclusive of any applicable product deposits, fees or sales/excise taxes (local, provincial or federal). Pricing may vary in territories where PBC bottler rights apply.

3.3. PBC shall increase Prices by 3% each Year during the Term of the Agreement upon (30) days written notice to Customer.

3.4. Price increases exceeding and/or in addition to those referred to above may be made by PBC, in the event of significant demonstrable increase in production or distribution costs to PBC, including without limitation, raw material costs (e.g. sweeteners, aluminum, plastic) and energy/utility costs (e.g. fuel, hydro).

3.5. During the term, if Customer is receiving Products through Direct to Store delivery and would like to move to

purchase the Products through an Authorized FS Distributor, Customer must first obtain PBC's prior written approval. If approval is granted, then all sales of Products by PBC to Authorized FS Distributors shall be made on terms determined by PBC. PBC expressly reserves the right to withhold shipment of any new order at any time that existing invoices to an Authorized FS Distributor are outstanding beyond terms. Customer agrees to use commercially reasonable efforts to cause the Authorized FS Distributors to make timely payment for the Products.

3.6. Subject to Section 3.5 above, if Customer is purchasing Products through an Authorized FS Distributor then such Authorized FS Distributor shall report and submit to PBC velocity reports indicating volume of and type of products purchased by Outlet and name of Outlet's supplying distributor (the "Purchase Summary Report"). The Purchase Summary Report shall be submitted to PBC for each quarter not later than 60 days past the close of that quarter.

3.7. During the term, if Customer is purchasing Products through an Authorized FS Distributor and would like to move to purchase the Products through Direct Store Delivery, Customer must first obtain PBC's prior written approval. If approval is granted, then PBC will use reasonable commercial efforts to transfer Customer to its Direct Store Delivery system in a timely fashion, in its sole discretion.

3.8. Notwithstanding delivery of Products to any Outlet(s) via a distributor, Customer shall remain subject to all of its obligations pursuant to this Agreement for the Term.

4.0 Funding, Rebates and Financial Commitments

4.1. In consideration of the rights granted to PBC by Customer during the Term of this Agreement, and provided Customer is not in breach of this Agreement, PBC shall provide Customer with the funding and support set out in the attached Exhibit C.

4.2. PBC will not accrue, pay or otherwise provide any funding or support set out in Exhibit C in respect of: (i) any Products for which PBC has not received payment in full; or (ii) any Outlet that is in breach of any of the terms this Agreement.

5.0 Additional Customer Performance Requirements

5.1. This Agreement, including all of PBC's support to the Customer as described herein, is contingent upon the Customer complying with the terms of this Agreement.

5.2. Customer will use its commercially reasonable efforts to ensure that all PBC Products maintain continuous or increased presence and exposure within the Outlets following implementation of this Agreement.

5.3. Customer acknowledges that funding is generally being made available to Customer under this Agreement to enable Customer to promote and encourage sales of PBC Products at the Outlets. All marketing and promotional activities relating to the Products will be as mutually agreed to by the parties and will specifically include the following:

Branding on menu boards & custom P.O.S.

5.4. Unless otherwise authorized by PBC, the Customer shall purchase all of their requirements for Product directly from PBC or the Authorized FS Distributor during the Term. The Customer and the Outlets will only sell those PBC Products purchased in accordance with this Agreement from the equipment provided to the Outlets by PBC, as applicable.

5.5. The Customer and its Outlets shall have appropriate brand identification, as identified by PBC, for each PBC Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

5.6. At all times during the Term, the Customer agrees to maintain a reasonable distribution of all PBC Products and to mandate the distribution of a minimum of the following skus of PBC Products, as applicable, at each of the Outlets ("Required SKUS"): *Pepsi, Diet Pepsi, 7UP, Mountain Dew, Crush, Mug Root Beer, Dr Pepper, Dole, Gatorade, Brisk, Lipton Iced Tea, Aquafina, Evian, Frappuccino, Naked, Rockstar, Tropicana*, and such other beverage products, whether in addition to or in substitution therefor, as PBC may offer for sale from time to time. Customer will reinforce compliance with agreed upon PBC plan-o-grams at all Outlets., which may include, without limitation, the addition of listings of new and/or innovative Products."

5.7. Customer understands that the Products provided hereunder are perishable. PBC will not replace stale or spoiled Products. Customer agrees that no Product shall be sold past the code date, and that it shall abide by policies on product handling and quality control periodically advised by PBC.

6.0 Equipment and Service

6.1. PBC will loan each Outlet, at no charge, appropriate equipment for dispensing and cooling the Products during the Term ("**Equipment**"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the

Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to all Equipment will remain vested in PBC or its affiliate and all such Equipment will be returned to PBC upon expiration or earlier termination of this Agreement. Customer shall not, and shall not allow any Outlet or any other party to, repair, service, maintain, replace, relocate, move or remove any Equipment. PBC shall have the exclusive right to repair, service, maintain, replace, relocate, move and remove any Equipment.

6.2. Each Year during the Term or at PBC's request, Customer shall provide PBC with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to PBC shall be deemed a material breach of this Agreement.

6.3. PBC will provide, at no charge to the Customer, preventative maintenance and service to the Equipment during the Term. PBC will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. PBC will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Customer will be responsible for all Equipment costs (including service fees) resulting from Customer's willful or negligent damage or abuse.

6.4. Except to the extent attributable to the intentional and/or negligent acts or omissions of Customer, its employees, or its agents, PBC will be responsible for and will bear the risk of loss or damage to unit(s) of Equipment placed and installed upon Outlets and arising as a result of theft and/or vandalism upon the Outlets; provided, however, that in the event of repeated (defined as two or more occurrences) or significant theft, vandalism, destruction or loss, without limitation, PBC will have the right, at its sole discretion, to move or remove any applicable unit of such Equipment from the Outlets.

6.5. The Customer shall supply and install, or cause to be supplied and installed, at the Customer's cost and expense, all facilities, as may be reasonably necessary, for the use and operation of the Equipment in the Outlets, including, but not limited to, electrical outlets and wiring, drains, conduits, water outlets and cut-off valves.

6.6. In respect of all Equipment that is vending equipment, if applicable, PBC shall have the exclusive right to stock and re-stock, at no cost to Customer, Products in each of the vending machines and to collect the monies that each vending machine generates. Title to all monies and Products located in such vending equipment will remain vested in PBC or its affiliate. The Product mix offered in each such vending machine shall be determined by PBC.

6.7. Customer acknowledges and agrees that PBC shall have the right to delegate its obligations in respect of the administration, installation and maintenance of vending services, including payment of vending commissions, to a third party vending operator ("**Third Party Vending Operator**"), which as of the date of agreement is [insert name] PBC shall have the right to change its Third Party Vending Operator at any time during the Term, subject to Customer's prior approval, which approval shall not be unreasonably withheld. Notwithstanding such delegation, PBC shall remain subject to all of its obligations pursuant to this Agreement for the Term. All Third-Party Vending Operator shall comply with the terms and conditions of the City's Contractor Prequalification Program before being permitted to be a Third-Party Vending Operator.

6.8. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of the Products, Customer shall surrender to PBC all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by PBC. PBC shall have the right to deduct the full value of the Equipment from any and all funds owing to Customer and/or the applicable Outlet(s) in the event PBC is prevented from removing such Equipment within thirty (30) days of the expiration or earlier termination of this Agreement.

6.9. Customer and/or each Outlet, as applicable, shall be responsible for the full replacement cost of all Equipment not returned, damaged, lost, or stolen while in its possession.

6.10. The Customer and its Outlets shall only use the Fountain Products for use in preparing the fountain beverage products (i) in accordance with the standards established by PBC; and (ii) only for immediate or imminent consumption and shall not resell the Fountain Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

7.0 General Terms

7.1. Termination.

- (a) Either party may terminate this Agreement: (i) if the other commits a material breach of this Agreement, provided, however, that the terminating party has given the other party written notice of the breach and the other breaching party has failed to remedy or cure the breach within thirty (30) days of such notice; or (ii) if the other party takes any action with respect to its liquidation or winding-up, or makes an assignment for the benefit of creditors, or any proposal under the Bankruptcy and Insolvency Act (Canada), or any comparable statute, or if a bankruptcy petition is filed or presented by such party, or if a court of competent jurisdiction enters a judgment or order approving any such petition or any petition seeking reorganization, arrangement or composition of such party or its debts or obligations, or if a custodian or receiver or receiver and manager or similar official is appointed for such party or any

of its assets. If for any reason the Customer's volume declines by more than 25% from the average annualized volumes, for a period of sixty (60) business days or more, then such event shall be deemed a material breach of this Agreement, and PBC shall have the right to renegotiate funding in Exhibit C and/or terminate this Agreement upon five (5) days prior written notice.

- (b) Without prejudice to any other remedy available to PBC at law or in equity in respect of any event described above, this Agreement may be terminated in whole or in part by PBC upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Outlets as required in this Agreement, (ii) any of the rights granted to PBC herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before PBC exercises its right to terminate as described in this Section, PBC agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.
- (c) In the event of breach of this Agreement by one or more Outlet(s), the parties agree that PBC shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).
- (d) From time to time, factors outside of PBC's control may lead to certain Products being out of stock, which shall not be deemed as breach of this Agreement.

7.2. Remedies / Expiration. Without limiting any of the other remedies available to PBC, if this Agreement is terminated before its expiration for any reason other than uncured material breach by PBC, then Customer will immediately make the following payments by no later than 30 days following the effective date of such termination:

- I. an amount reflecting reimbursement for all funding previously advanced by PBC but not earned by Customer and/or the Outlets pursuant to the terms of this Agreement in respect of the unexpired portion of the Term, or the Year for which it was paid, as the case may be, on a pro rata basis; and
- II. an amount reflecting reimbursement for the cost of installation, service and PBC Equipment that has been installed in the Outlets, if applicable.

7.3. Transition Period. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of Products, PBC may, upon request by the Customer, continue to provide Products to the Customer to ensure the uninterrupted supply of beverages, for a transition period not to exceed 120 days (unless otherwise mutually agreed upon) following expiration or termination of the Agreement (the "Transition Period"). During the Transition Period, the parties will continue to perform pursuant to the terms and conditions of this Agreement, except that Customer shall not be required to comply with any exclusivity requirements set forth herein and PBC shall not be obligated to provide any funding or other consideration as set forth in this Agreement. During the Transition Period, Customer will provide PBC with reasonable access to the Outlets, free from any claims of trespass and on a mutually agreed upon schedule, for the purposes of removing Equipment. For clarity purposes, although Customer shall no longer be required to comply with the exclusivity requirements of this Agreement, Customer acknowledges and agrees that, except as specifically agreed by PBC in writing, Equipment must be used exclusively to display and/or dispense PBC beverage products, even during the Transition Period.

7.4. Right of Offset. PBC reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer pursuant to this Agreement.

7.5. Trademarks. PBC reserves the right to final approval, in its sole discretion, of any and all promotional or other materials utilizing PBC trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which a party claims or has proprietary rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement. Upon termination or expiry of this Agreement each party shall immediately cease all use of the other trademarks, trade names, slogans, and or other identification of the other party or its products.

7.6. Payment. Payment of PBC invoices shall be in accordance with their stated terms which, if credit is granted, are currently the thirtieth (30th) day from date of invoice. All payments to PBC shall be rendered without deduction or set off. Customer and each Outlet shall, upon request, complete a PBC credit application and shall be subject to PBC's credit policies. Customer acknowledges that in the event PBC ceases to sell Products to Customer or any Outlet in accordance with PBC's credit policies, PBC shall not be in breach of this Agreement.

7.7. Product Changes. PBC reserves the right to change or supplement Products offered for sale to Customer at its

discretion, upon notice.

7.8. **Confidentiality.** The Customer and PBC agree to keep this Agreement and its terms, as well as the information which is disclosed to it by the other party in connection with the performance of this Agreement, confidential and not to disclose this Agreement or its terms to any third party without the prior written consent of the other party, subject only to disclosure of such information to the party's auditors and legal counsel and as required by law or legal process. The Customer further acknowledges and agrees that the disclosure of the terms of this Agreement could reasonably be expected to significantly harm the competitive position and/or significantly interfere with the general negotiating and business position of PBC. The parties acknowledge and agree that details of any public announcements, statements or disclosure concerning this Agreement shall be jointly agreed to prior to the making of any such public announcements, statements or disclosure by either party.

7.9. **Assignment/Acquisition.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, PBC may, at its option, terminate this Agreement effective immediately. The Agreement shall not be otherwise assignable without the express written consent of PBC. In the event the transferee has an existing local agreement with PBC (which agreement covers the purchase of Products), then, PBC shall have the right to determine which Agreement shall continue in force and effect. PBC may assign this Agreement at any time to any PBC affiliate without any prior consent. This Agreement shall ensure to the benefit of, and be binding upon, the successors and permitted assigns of PBC and Customer.

7.10. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles.

7.11. **Tax.** Customer will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with Customer's receipt of funding and/or Equipment provided by PBC under this Agreement. In addition, Customer will neither assess nor impose upon PBC any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment, nor with respect to the ownership or usage thereof.

7.12. **Force Majeure: Impossibility of Performance.** Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, floods, fires, pandemic/epidemic, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, crop failures, freezes, and other circumstances of substantially similar character beyond the reasonable control of the affected party (collectively, a "Force Majeure Event"). Any party so affected shall (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party in writing of a Force Majeure Event and the effect of a Force Majeure Event on such party's ability to perform its obligations hereunder. The affected party shall promptly resume performance after it is no longer subject to a Force Majeure Event. In the event Customer's performance obligations are suspended pursuant to a Force Majeure Event as set forth herein, PBC's funding obligations will be suspended for the duration of Customer's nonperformance; once the Force Majeure Event has concluded and Customer resumes performance or in the event Customer is able to perform some but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

7.13. **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until six(6) months prior to the expiration of the Term, Customer hereby grants PBC exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for the supply of beverage products to the Customer and/or its Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties.

7.14. **Dispute resolution.** If a dispute arises out of or relates to this Agreement, including any dispute about the existence of a breach of this Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute in an amicable manner by mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Such mediation must occur within sixty (60) days after a party's request for mediation. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Thereafter, any unresolved controversy or claim shall be settled by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration brought under the terms of this Agreement shall be conducted in Toronto, Ontario, in the following manner: Each party shall appoint one person as an arbitrator. The two arbitrators so chosen shall select a third impartial arbitrator within ten (10) days of the date on which the second arbitrator is selected. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, such arbitrator shall be selected by the ADR Institute of Canada, Inc. The three arbitrators shall determine all questions presented to them by majority vote. The language of the arbitration shall be English. The decision of a majority of the arbitrators shall be final and conclusive on the parties hereto and shall be accompanied by written findings of fact and conclusions of law.

7.15. **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

7.16. **Insurance.** Each party shall, at its sole cost and expense, place and maintain insurance throughout the Term that it deems adequate, sufficient and consistent with prudent industry standards to insure its activities and obligations in connection with this Agreement. Without limiting the generality of the foregoing, Customer shall name PBC as a loss payee under its applicable insurance policies and shall notify PBC of any loss or damage to the Equipment.

7.17. **Indemnity.** The Customer shall protect, indemnify and hold harmless PBC and its parent(s), subsidiaries and affiliates, and its and their officers, directors, employees, franchisees, licensees, representatives and agents, from and against any and all losses, liabilities, costs, expenses (including, without limitation, reasonable legal fees), damages, claims, actions, judgments and suits whatsoever arising from, based upon, in any way connection with or relating to: (a) the acts or omissions of the Customer and its franchisees and licensees, and its and their employees, servants, agents or representatives; (b) the breach by the Customer of any of its obligations, covenants, representations or warranties hereunder; or (c) any dispute of a third party in respect of the payments made by PBC to the Customer hereunder.

PBC will indemnify and hold Customer harmless against (i) any claim, loss or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by PBC in the Products; or (ii) any claim, loss or expense arising out of any patent or trademark infringement suit based on Customer's proper use or sale of the Products; to the extent that any such claim, loss or expense set forth under subsections (i) and (ii) was caused by the fault or negligence of PBC and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer, and provided further that (1) Customer gives PBC timely written notice of the assertion or pendency of any such claim, (2) PBC has the right to defend any such claim, and (3) PBC has the right of approval prior to settlement of any such claim.

7.18. **Title.** Title and risk of loss to the Products purchased for the Outlets shall pass to the Customer immediately upon delivery of same.

7.19. **Relationship of the Parties.** Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party shall be deemed to be an associate, partner, principal or agent of the other.

7.20. **Construction.** If any covenant, obligation or provision contained in this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.22. **Notices.** All notices and other communications by the parties will be in writing and deemed to have been duly given when delivered in person, via an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) or via certified or registered mail with return receipt (each, a "Primary Delivery Method"), in each case, with a confirmatory copy by email, addressed as follows (unless notification of change of address is given in writing by means of this Notice provisions), and shall be effective upon receipt via the Primary Delivery Method:

If to PBC:

PepsiCo Beverages Canada 2095
Matheson Blvd E Mississauga,
Ontario L4W 0G2 Attn: Director,
Foodservice

With a copy to (which shall not constitute notice) the PBC Legal Department at the same address.

If to Customer:

The Corporation of the City of Sault Ste Marie
Attn: Karen Marlow (Manager of Purchasing)
99 Foster Drive – Level 2

Sault Ste Marie, Ontario, P6A 5X6

7.23. Representations and Warranties. Each party represents and warrants to the other that it has full power and authority, corporate and otherwise, and has been duly authorized, to enter into and perform its obligations under this Agreement and that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with or performance of any of the provisions hereof, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice or the passage of time or otherwise, would constitute such a default) under any of the terms, conditions or provisions of any existing agreement or other instrument or obligation to which it is a party, or by which it or any of its properties, assets or operations may be bound or affected; (b) violate any order, writ, injunction, decree, or any statute, rule or regulation, applicable to it or any of its properties, assets, or operations; or (c) require any action, or consent or approval of, or review by, any other party, including without limitation any third party, court or governmental body or other agency, instrumentality or authority, except as shall have been duly obtained and effective as of the date of this Agreement. There are no representations and warranties or conditions of sale other than those expressly set out herein.

7.24. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

7.20 At the request of all parties, this Agreement has been drawn up in the English language. A la demande expresse des parties, ce contrat a été rédigé en langue anglaise.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

**PEPSICO BEVERAGES CANADA,
a business unit of PEPSICO CANADA ULC**

By: 

Print Name: Matthew Miller

Title: Unit Sales Manager

Date: June 3, 2022

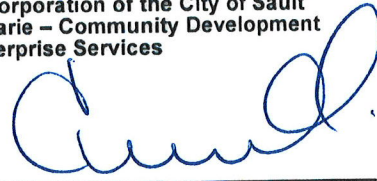
By: _____

Print Name: _____

Title: _____

Date: _____

**The Corporation of the City of Sault
Ste Marie – Community Development
& Enterprise Services**

By: 

Print Name: Christian Provenzano

Title: Mayor

Date: July 11, 2022

(I have authority to bind the company)

By: 

Print Name: Rachel Tyczinski

Title: City Clerk

Date: July 11, 2022

**APPROVED BY
CITY OF SAULT STE. MARIE**

BY-LAW# 2022-133

**Exhibit A
Customer Outlets**

1.	GFL Memorial Gardens	14 Towers equipped with auto-pour heads; 4 Concourse Level Concessions each equipped with 3 towers; 1 Event Level Concession equipped with 1 tower; 1 Suite Level Concession equipped with 1 tower
2.	Northern Community Centre	2 Single Door Floor Model Coolers (main concession & upstairs concession); 2 Towers equipped with auto-pour heads (main concession & upstairs concession)
3.	Bellevue Park	1 Single Door Counter Top Model Cooler; 1 Single Door Floor Model Cooler
4.	Roberta Bondar Park	2 Towers equipped with auto-pour heads; 1 Single Door Counter Top Model Cooler; 1 Double Door Floor Model Cooler
5.	John Rhodes - Field House	1 Double Door Floor Model Cooler
6.	John Rhodes – Pool	1 Single Door Floor Model Cooler
7.	John Rhodes – Community Centre	Concession – 1 Post Mix Machine with 2 towers (auto pour); 1 Single Door Counter Top Model Cooler;

**Exhibit B
Products and Prices**

Product	Package Price	Unit Price
355ml 24pk CSD/NCB	\$10.08	\$.42
591ml 24pk CSD Bottles	\$26.76	\$1.12
591ml 24pk NCB Bottles	\$26.76	\$1.12
591ml 24pk Aquafina Bottles	\$17.28	\$0.72
591ml 12pk Gatorade and G2	\$15.66	\$1.31
710ml 24pk Gatorade and G2	\$47.73	\$1.99

Product	Price	Unit Price
547ml 12pk Pure Leaf	\$23.27	\$1.94
405ml 12pk Starbucks Frappuccino	\$33.87	\$2.82
450ml 12pk Dole Juice	\$18.66	\$1.56
473ml 12pk Rockstar	19.44	\$1.62

Product	Price
20L Bag of Syrup (CSD) Pepsi	\$72.46
12L Bag of Syrup (CSD)	\$43.50
12L Bag of Syrup (NCB)	\$55.74
CO2 -20LB Tank	\$33.67
22oz Cups (1200 units)	\$83.39
32oz Cups (480 units)	\$65.32
22ozLids (2400 units)	\$83.39
32oz Lids (960 units)	\$58.37

Exhibit C Funding and Support

Exclusivity Rebate – PBC will accrue the amount specified in Exhibit “B” under the “Rebate” column (the “**Exclusivity Rebate**”) for each “raw” Case of Product, as specified in Exhibit “B”, purchased by the Customer and the Outlets. The Exclusivity Rebate shall be calculated and paid by PBC to the Customer on a PBC quarterly basis, within sixty (60) days of the end of the applicable PBC quarter. Where Products are purchased from an Authorized FS Distributor, the Exclusivity Rebate shall be paid after receipt and verification of the Purchase Summary Report (as defined in section 3.6). PBC shall not accrue or pay any Exclusivity Rebates for sale to Outlets that are in breach of the terms of this Agreement.

Signing Bonus – PBC will pay to the Customer a one-time signing bonus of \$5,000.00 (the “**Signing Bonus**”). The Signing Bonus shall be earned pro rata and shall be paid within sixty (60) days of execution of this Agreement.

Annual Exclusive Beverage Rights Fee – PBC will pay to the Customer an annual exclusive beverage rights fee of \$12,000.00 (the “**Exclusive Beverage Rights Fee**”) each Year during the Term. The Exclusive Beverage Rights Fee shall be earned pro rata over the applicable Year in which it is paid and shall be paid within sixty (60) days of the first (1st) day of the applicable Year.

Managed Marketing Support Funds – PBC will allocate an annual marketing support fund in the amount \$3,000.00 (the “**Marketing Support Funds**”) each Year during the Term, which shall be used for such marketing programs as may be mutually agreed by PBC and the Customer with the objective of increasing Product sales in the Outlets. The Marketing Support Funds shall be managed by PBC on a declining basis each applicable Year. Proof of performance and invoice are required in order for PBC to remit any Marketing Support Funds to Customer. Any unspent portion of the Marketing Support Funds in any Year may not be carried over to a subsequent Year.

Vending Commissions – Meyers Munchies (TPO) will pay to the Customer a vending commission (the “**Vending Commission**”) in an amount equal to \$9,000.00 of net revenue actually collected by PBC from vending equipment placed on the premises of the Outlets by PBC in each Year. The Vending Commission shall be calculated and paid by Meyers Munchies (TPO) to the Customer on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission.

Schedule "B"

AGREEMENT

THIS AGREEMENT made this 8TH day of August, 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")
OF THE FIRST PART

-and-

MEYERS MUNCHIES

("Meyers")
OF THE SECOND PART

WHEREAS the parties hereto acknowledge and agree that City and PEPSICO CANADA ULC ("Pepsi") has entered into an agreement dated August 8, 2022 which grants Pepsi exclusive rights to make all "beverages" available for sale and distribution within the City's "Outlets" as defined and set out in that Agreement, which is appended as Schedule "A" to this Agreement (the "City/Pepsi Agreement");

AND WHEREAS pursuant to Exhibit "C" to the City/Pepsi Agreement, Meyers has the following obligation:

"Vending Commissions – Meyers Munchies (TPO) will pay to the Customer a vending commission (the "Vending Commission") in an amount equal to \$9,000.00 of net revenue actually collected by Meyers from vending equipment placed on the premises of the Outlets by PBC in each Year. The Vending Commission shall be calculated and paid by Meyers Munchies (TPO) to the Customer on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission."

AND WHEREAS Meyers is not a party to the City/Pepsi Agreement, the parties hereto desire to enter into this Agreement to formalize the commitment and obligation of Meyers as set out above;

AND WHEREAS Meyers and Pepsi also entered into an Agreement which sets out roles/responsibilities that are relevant to Meyers' and Pepsi's obligations to the City in the City/Pepsi Agreement, which Agreement is appended as Schedule "B" to this Agreement (the "Meyers/Pepsi Agreement") and which Meyers acknowledges is therefore relevant herein;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM

The term (the "Term") of this Agreement shall commence on August 1, 2022 and shall expire on July 31, 2025. The City may extend the Term of the Agreement by a period of two (2) years on the same terms and conditions upon providing Meyers with sixty (60) days prior written notice before the expiry date (the "Renewal Terms").

2. VENDING COMMISSIONS

Meyers acknowledges and agrees to pay the City the Vending Commissions in accordance with the terms and conditions set out in the City/Pepsi Agreement during the Term and any Renewal Terms. Specifically, Meyers shall:

pay to the Customer a vending commission (the "Vending Commission") in an amount equal to \$9,000.00 of net revenue actually collected by Pepsi from vending equipment placed on the premises of the Outlets by Pepsi in each Year of the Term. The Vending Commission shall be calculated and paid by Meyers Munchies (TPO) to the City on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the City on or about the same time as paying the Vending Commission.

The parties acknowledge and agree that the Vending Commissions shall be payable by Meyers to the City for the duration of the City/Pepsi Agreement including the Term and any Renewal Terms. Meyers shall provide the City with any financial information or documentation to support the vending commissions paid/collected as may be requested by the City's Finance Department.

3. OTHER AGREEMENTS

Meyers acknowledges and agrees that it is a "Third Party Operator" as defined in the City/Pepsi Agreement and shall be responsible for all obligations that are set out in the City/Pepsi Agreement as it relates to the Third Party Operator.

Meyers further acknowledges and agrees to comply with all obligations as set out in the Meyers/Pepsi Agreement.

4. TERMINATION

The City may terminate this Agreement upon giving Meyers thirty (30) days' written notice.

5. CITY'S CONTRACTOR PREQUALIFICATION PROGRAM

Meyers shall comply with the terms and conditions of the City's Contractor Prequalification Program at all times during the Term and Renewal Term of this Agreement.

6. INSURANCE AND INDEMNITY

- (a) Meyers shall provide and maintain comprehensive general liability insurance coverage in an amount not less than Five Million (\$5,000,000) Dollars per occurrence during the Term of this Agreement naming the City as an "Additional Named Insured". Upon execution of this Agreement, Meyers shall provide the City with evidence of such insurance coverage in the form of a Certificate of Insurance.
- (b) Meyers shall provide fire, theft, vandalism and liability insurance to cover their equipment or property (if any) while on any City Property. Upon execution of this Agreement, Meyers shall provide the city with evidence of such insurance coverage in the form of a Certificate of Insurance. Meyers further covenants that it shall not make a claim against the City nor shall it hold the City responsible for loss or damage caused by fire, vandalism, or theft to such equipment or property.
- (c) During the Term and thereafter, Meyers agrees to indemnify and save harmless the City, its officers, directors, agents or employees, from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss whatsoever (including attorney's fees and expenses)

which the City may bear, suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of:

- i. the breach and/or violation of non-performance by Meyers, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents of any provision of this Agreement, its breach of its obligations as a Third Party Operator pursuant to the City/Pepsi Agreement that causes damages/injuries to the City or its breach of its obligations pursuant to the Meyers/Pepsi Agreement that causes damages/injuries to the City;
- ii. any act, neglect or default by Meyers or any of its partners, licensed brands and affiliates and their respective directors, officers, employees and agents.

Meyers further covenants that the indemnity herein contained shall extend to all claims, losses, costs and damages by reason of or arising out of improper or faulty erection of equipment or property erected or installed in connection with this Agreement by Meyers, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement notwithstanding anything in this Agreement to the contrary.

- (d) Meyers shall obtain all necessary approvals and authorizations and comply with all laws, by-laws, rules and regulations of any governing body with respect to the work required to be performed by Meyers and any other matters arising directly and indirectly from this Agreement. Meyers shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including attorney's fees and expenses) which the City may suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of noncompliance by Meyers with such laws, by-laws, rules and regulations and failure by Meyers to obtain such approvals and authorizations.

7. NOTICES AND ADDRESSES

All notices required to be given under this Agreement shall be given by personal delivery or email and service shall be deemed given same day as given by email or personal delivery.

In the case of notice to Meyers:

Meyers Munchies
Attention: Curtis Meyers
696 Old Garden River Road, Sault Ste. Marie, ON P6A 6J8

In the case of notice to the City:

Mr. Brent Lamming
Director, Community Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
Email: b.lamming@cityssm.on.ca

8. INTERFERENCE, WASTE OR NUISANCE

Meyers shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. Meyers shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the City or otherwise cause a nuisance.

Any costs incurred by the City to repair any property owned by the City resulting from such waste and nuisance as set out herein shall be payable by Meyers to the City immediately upon demand by the City.

9. PROPRIETARY RIGHTS

The parties hereto acknowledge and agree that this Agreement in now way confers any rights, benefits or title in any property owned by the City to Meyers and that any and all property and part thereof owned by the City is the property, title and right of the City.

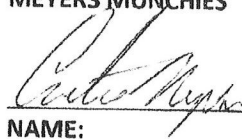
10. GENERAL

- (a) Meyers acknowledges that the City is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, which may require the release of this Agreement or the terms thereof upon request. The Act gives persons a right of access to information held by the City. The right of access is subject to the exemptions contained in the Act.
- (b) The parties shall not assign or transfer this Agreement without the prior written consent of the other party.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and to their respective successors and permitted assigns.
- (e) In the event that any provision of this Agreement or the schedules attached thereto is found to be illegal or be unenforceable under the law now or hereafter in effect, such illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.
- (f) This Agreement, including schedules, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all previous agreements or understandings between the parties with respect to the subject matter herein, whether written or oral, expressed or implied.
- (g) Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party is or shall be deemed to be an associate, partner, principal or agent of the other party.
- (h) Meyers covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (i) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Courts in the Province of Ontario shall have the exclusive jurisdiction to adjudicate any matter which may arise in connection with this Agreement, and the parties hereby accept, submit and attorn to the non-exclusive jurisdiction of such courts and all courts competent to hear appeals therefrom.

IN WITNESS WHEREOF the parties hereto have signed this Extension Agreement this 8th day of August, 2022.

MEYERS MUNCHIES

PER:

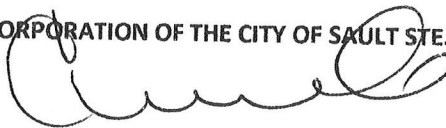


NAME:

Authorized Representative for MEYERS MUNCHIES
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:



MAYOR – CHRISTIAN PROVENZANO

PER:



CITY CLERK – RACHEL TYCZINSKI

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2022-149

Schedule "A"



BEVERAGE SALES AGREEMENT

This sets forth the agreement ("**Agreement**") between PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, and its affiliates and subsidiaries ("**PBC**") and The Corporation of the City of Sault Ste Marie] (the "**Customer**"), on its own behalf and on behalf of its affiliates and subsidiaries, and on behalf of its individual franchisees and licensees, if any, relating to the purchase by the Customer from PBC of the Products.

Customer represents and warrants that it has full authority to bind all Outlets (as defined below) to the terms and conditions of this Agreement throughout the Term.

Definitions

As used in this Agreement, the following capitalized terms have the meanings set out below, and terms defined elsewhere in this Agreement shall have the meanings ascribed to them in this Agreement.

"**Authorized FS Distributor**" if applicable, shall mean a food service distributor as designated by Customer and prior approval by PBC.

"**Beverage**" or "**Beverages**" means all carbonated and non-carbonated, non-alcoholic beverages, however dispensed, during the Term including but not limited to, (i) colas and other flavored soft drinks; (ii) fruit juice, fruit juice containing other ingredients and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) milk based drinks; (vii) protein drinks and smoothies; (viii) energy drinks; (ix) water (including but not limited to: flat, plain, sparkling, carbonated, spring, mineral and/or purified); (x) kombucha and sparkling fermented beverages; and (xi) any future categories of nonalcoholic beverage products that may be distributed by PBC.

"**Cases**" shall mean the number of "raw" cases of Packaged Products purchased by the Customer from PBC, delivered in quantities of 8, 12, 15 and 24 bottles/cans, and thereafter in such other size, quantity and type of containers as determined by PBC, from time to time.

"**Gallons**" shall mean the number of US gallons of the Fountain Products purchased by the Customer from PBC during the Term and used to prepare the Fountain Products.

"**Fountain Products**" shall mean Beverages sold and/or distributed by PBC and used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of PBC's Fountain Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

"Outlets"

shall mean the existing Customer facilities owned, operated or managed by the Customer under the trade name/trademark in the attached Exhibit A (and/or any related or similar trademarks, including any successor trademarks/tradenames) in Canada operated by duly authorized franchisees of Customer, a current list of which is attached as Exhibit A, and shall include any other outlet or other facility in Canada in the Customer's system that may be opened, acquired, operated, owned, managed, controlled or franchised by the Customer under such trademarks during the Term. In the event that Customer acquires, owns or operates facilities under a different concept and/or trademark during the Term, Customer will purchase Products pursuant to the terms of this Agreement for service in such facilities, which will be considered Outlets under this Agreement. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

OR buying groups: "means customers of or facilities operated, managed, licensed, by (i) Customer or any of its Affiliates, (ii) companies with whom Customer or any of its Affiliates have entered into an agreement to provide procurement services, and (iii) such additional operations of Customer or any of its licensees, franchisees, or affiliates as Customer may choose to add from time to time.

OR Use for Golf course type of customer: "Outlet" shall mean the existing Customer facilities operated under in Exhibit A trade name/trademark or related trade names/trademarks, located at in Exhibit A and shall include (without limitation) all areas thereof, whether indoors or outdoors, sit-down and take out locations, concessions, restaurants, banquet rooms, clubhouse, carts and kiosks, which are now or in the future opened, acquired, operated, owned managed, controlled or franchised by the Customer during the Term

"Packaged Products" shall mean Beverages that are sold and/or distributed by PBC in pre-packaged form (e.g., bottles and cans) by PBC. A current list of PBC's Packaged Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

"Products" shall mean Fountain Products and Packaged Products manufactured, bottled, sold and/or distributed by PBC.

"Third Party Operator", if applicable, includes those persons or entities operating businesses selling or otherwise distributing Products from a location within the Outlets.

"Year" will mean a term of 13 financial periods coinciding with PBC's financial periods (each a "Financial Period" typically consisting of four weeks) during the Term, beginning the first day of the Term and each period of 13 Financial Periods thereafter. Term "quarter" or "quarterly" will mean a consecutive period of approximately 3 months coinciding with PBC's Financial Periods each Year during the term of this Agreement.

1.0 Term

1.1. The term (the "Term") of this Agreement shall commence on **August 1, 2022** (the "Effective Date") and shall expire on **July 31, 2025**. The Customer may extend the Term of the Agreement by a period of (2) years, on the same terms and conditions, upon providing PBC with sixty (60) days prior written notice before the expiry date.

2.0 Exclusivity

2.1. Exclusive Beverage Rights. During the Term of this Agreement, PBC shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements (including a Third Party Operator, if applicable) for such Products directly and exclusively from PBC. In no event shall there be served, dispensed or otherwise made available Beverage products licensed, produced or otherwise distributed by Nestle S.A., Nestle Canada Inc., Coca-Cola Ltd. or Coca-Cola Enterprises or any of their respective affiliates.

2.2. Ancillary Products. During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from PBC, provided that the Ancillary Products comply with municipal, provincial and federal legislation. PBC shall ensure the Ancillary Products comply with all applicable municipal, provincial and federal legislation.

3.0 Pricing and Distribution

3.1. PBC shall sell and provide the Products set forth in Exhibit B either directly to Customer or to Customer's Authorized FS Distributors (as applicable) for resale at Customer's Outlets.

3.2. The prices for the Products (the "Prices") as of the Effective Date, are listed in Exhibit B and are exclusive of any applicable product deposits, fees or sales/excise taxes (local, provincial or federal). Pricing may vary in territories where PBC bottler rights apply.

3.3. PBC shall increase Prices by 3% each Year during the Term of the Agreement upon (30) days written notice to Customer.

3.4. Price increases exceeding and/or in addition to those referred to above may be made by PBC, in the event of significant demonstrable increase in production or distribution costs to PBC, including without limitation, raw material costs (e.g. sweeteners, aluminum, plastic) and energy/utility costs (e.g. fuel, hydro).

3.5. During the term, if Customer is receiving Products through Direct to Store delivery and would like to move to

purchase the Products through an Authorized FS Distributor, Customer must first obtain PBC's prior written approval. If approval is granted, then all sales of Products by PBC to Authorized FS Distributors shall be made on terms determined by PBC. PBC expressly reserves the right to withhold shipment of any new order at any time that existing invoices to an Authorized FS Distributor are outstanding beyond terms. Customer agrees to use commercially reasonable efforts to cause the Authorized FS Distributors to make timely payment for the Products.

3.6. Subject to Section 3.5 above, if Customer is purchasing Products through an Authorized FS Distributor then such Authorized FS Distributor shall report and submit to PBC velocity reports indicating volume of and type of products purchased by Outlet and name of Outlet's supplying distributor (the "Purchase Summary Report"). The Purchase Summary Report shall be submitted to PBC for each quarter not later than 60 days past the close of that quarter.

3.7. During the term, if Customer is purchasing Products through an Authorized FS Distributor and would like to move to purchase the Products through Direct Store Delivery, Customer must first obtain PBC's prior written approval. If approval is granted, then PBC will use reasonable commercial efforts to transfer Customer to its Direct Store Delivery system in a timely fashion, in its sole discretion.

3.8. Notwithstanding delivery of Products to any Outlet(s) via a distributor, Customer shall remain subject to all of its obligations pursuant to this Agreement for the Term.

4.0 Funding, Rebates and Financial Commitments

4.1. In consideration of the rights granted to PBC by Customer during the Term of this Agreement, and provided Customer is not in breach of this Agreement, PBC shall provide Customer with the funding and support set out in the attached Exhibit C.

4.2. PBC will not accrue, pay or otherwise provide any funding or support set out in Exhibit C in respect of: (i) any Products for which PBC has not received payment in full; or (ii) any Outlet that is in breach of any of the terms this Agreement.

5.0 Additional Customer Performance Requirements

5.1. This Agreement, including all of PBC's support to the Customer as described herein, is contingent upon the Customer complying with the terms of this Agreement.

5.2. Customer will use its commercially reasonable efforts to ensure that all PBC Products maintain continuous or increased presence and exposure within the Outlets following implementation of this Agreement.

5.3. Customer acknowledges that funding is generally being made available to Customer under this Agreement to enable Customer to promote and encourage sales of PBC Products at the Outlets. All marketing and promotional activities relating to the Products will be as mutually agreed to by the parties and will specifically include the following:

Branding on menu boards & custom P.O.S.

5.4. Unless otherwise authorized by PBC, the Customer shall purchase all of their requirements for Product directly from PBC or the Authorized FS Distributor during the Term. The Customer and the Outlets will only sell those PBC Products purchased in accordance with this Agreement from the equipment provided to the Outlets by PBC, as applicable.

5.5. The Customer and its Outlets shall have appropriate brand identification, as identified by PBC, for each PBC Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

5.6. At all times during the Term, the Customer agrees to maintain a reasonable distribution of all PBC Products and to mandate the distribution of a minimum of the following skus of PBC Products, as applicable, at each of the Outlets ("Required SKUS"): *Pepsi, Diet Pepsi, 7UP, Mountain Dew, Crush, Mug Root Beer, Dr Pepper, Dole, Gatorade, Brisk, Lipton Iced Tea, Aquafina, Evian, Frappuccino, Naked, Rockstar, Tropicana*, and such other beverage products, whether in addition to or in substitution therefor, as PBC may offer for sale from time to time. Customer will reinforce compliance with agreed upon PBC plan-o-grams at all Outlets., which may include, without limitation, the addition of listings of new and/or innovative Products."

5.7. Customer understands that the Products provided hereunder are perishable. PBC will not replace stale or spoiled Products. Customer agrees that no Product shall be sold past the code date, and that it shall abide by policies on product handling and quality control periodically advised by PBC.

6.0 Equipment and Service

6.1. PBC will loan each Outlet, at no charge, appropriate equipment for dispensing and cooling the Products during the Term ("**Equipment**"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the

Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to all Equipment will remain vested in PBC or its affiliate and all such Equipment will be returned to PBC upon expiration or earlier termination of this Agreement. Customer shall not, and shall not allow any Outlet or any other party to, repair, service, maintain, replace, relocate, move or remove any Equipment. PBC shall have the exclusive right to repair, service, maintain, replace, relocate, move and remove any Equipment.

6.2. Each Year during the Term or at PBC's request, Customer shall provide PBC with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to PBC shall be deemed a material breach of this Agreement.

6.3. PBC will provide, at no charge to the Customer, preventative maintenance and service to the Equipment during the Term. PBC will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. PBC will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Customer will be responsible for all Equipment costs (including service fees) resulting from Customer's willful or negligent damage or abuse.

6.4. Except to the extent attributable to the intentional and/or negligent acts or omissions of Customer, its employees, or its agents, PBC will be responsible for and will bear the risk of loss or damage to unit(s) of Equipment placed and installed upon Outlets and arising as a result of theft and/or vandalism upon the Outlets; provided, however, that in the event of repeated (defined as two or more occurrences) or significant theft, vandalism, destruction or loss, without limitation, PBC will have the right, at its sole discretion, to move or remove any applicable unit of such Equipment from the Outlets.

6.5. The Customer shall supply and install, or cause to be supplied and installed, at the Customer's cost and expense, all facilities, as may be reasonably necessary, for the use and operation of the Equipment in the Outlets, including, but not limited to, electrical outlets and wiring, drains, conduits, water outlets and cut-off valves.

6.6. In respect of all Equipment that is vending equipment, if applicable, PBC shall have the exclusive right to stock and re-stock, at no cost to Customer, Products in each of the vending machines and to collect the monies that each vending machine generates. Title to all monies and Products located in such vending equipment will remain vested in PBC or its affiliate. The Product mix offered in each such vending machine shall be determined by PBC.

6.7. Customer acknowledges and agrees that PBC shall have the right to delegate its obligations in respect of the administration, installation and maintenance of vending services, including payment of vending commissions, to a third party vending operator ("**Third Party Vending Operator**"), which as of the date of agreement is [insert name] PBC shall have the right to change its Third Party Vending Operator at any time during the Term, subject to Customer's prior approval, which approval shall not be unreasonably withheld. Notwithstanding such delegation, PBC shall remain subject to all of its obligations pursuant to this Agreement for the Term. All Third-Party Vending Operator shall comply with the terms and conditions of the City's Contractor Prequalification Program before being permitted to be a Third-Party Vending Operator.

6.8. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of the Products, Customer shall surrender to PBC all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by PBC. PBC shall have the right to deduct the full value of the Equipment from any and all funds owing to Customer and/or the applicable Outlet(s) in the event PBC is prevented from removing such Equipment within thirty (30) days of the expiration or earlier termination of this Agreement.

6.9. Customer and/or each Outlet, as applicable, shall be responsible for the full replacement cost of all Equipment not returned, damaged, lost, or stolen while in its possession.

6.10. The Customer and its Outlets shall only use the Fountain Products for use in preparing the fountain beverage products (i) in accordance with the standards established by PBC; and (ii) only for immediate or imminent consumption and shall not resell the Fountain Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

7.0 General Terms

7.1. Termination.

- (a) Either party may terminate this Agreement: (i) if the other commits a material breach of this Agreement, provided, however, that the terminating party has given the other party written notice of the breach and the other breaching party has failed to remedy or cure the breach within thirty (30) days of such notice; or (ii) if the other party takes any action with respect to its liquidation or winding-up, or makes an assignment for the benefit of creditors, or any proposal under the Bankruptcy and Insolvency Act (Canada), or any comparable statute, or if a bankruptcy petition is filed or presented by such party, or if a court of competent jurisdiction enters a judgment or order approving any such petition or any petition seeking reorganization, arrangement or composition of such party or its debts or obligations, or if a custodian or receiver or receiver and manager or similar official is appointed for such party or any

of its assets. If for any reason the Customer's volume declines by more than 25% from the average annualized volumes, for a period of sixty (60) business days or more, then such event shall be deemed a material breach of this Agreement, and PBC shall have the right to renegotiate funding in Exhibit C and/or terminate this Agreement upon five (5) days prior written notice.

- (b) Without prejudice to any other remedy available to PBC at law or in equity in respect of any event described above, this Agreement may be terminated in whole or in part by PBC upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Outlets as required in this Agreement, (ii) any of the rights granted to PBC herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before PBC exercises its right to terminate as described in this Section, PBC agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.
- (c) In the event of breach of this Agreement by one or more Outlet(s), the parties agree that PBC shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).
- (d) From time to time, factors outside of PBC's control may lead to certain Products being out of stock, which shall not be deemed as breach of this Agreement.

7.2. Remedies / Expiration. Without limiting any of the other remedies available to PBC, if this Agreement is terminated before its expiration for any reason other than uncured material breach by PBC, then Customer will immediately make the following payments by no later than 30 days following the effective date of such termination:

- I. an amount reflecting reimbursement for all funding previously advanced by PBC but not earned by Customer and/or the Outlets pursuant to the terms of this Agreement in respect of the unexpired portion of the Term, or the Year for which it was paid, as the case may be, on a pro rata basis; and
- II. an amount reflecting reimbursement for the cost of installation, service and PBC Equipment that has been installed in the Outlets, if applicable.

7.3. Transition Period. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of Products, PBC may, upon request by the Customer, continue to provide Products to the Customer to ensure the uninterrupted supply of beverages, for a transition period not to exceed 120 days (unless otherwise mutually agreed upon) following expiration or termination of the Agreement (the "Transition Period"). During the Transition Period, the parties will continue to perform pursuant to the terms and conditions of this Agreement, except that Customer shall not be required to comply with any exclusivity requirements set forth herein and PBC shall not be obligated to provide any funding or other consideration as set forth in this Agreement. During the Transition Period, Customer will provide PBC with reasonable access to the Outlets, free from any claims of trespass and on a mutually agreed upon schedule, for the purposes of removing Equipment. For clarity purposes, although Customer shall no longer be required to comply with the exclusivity requirements of this Agreement, Customer acknowledges and agrees that, except as specifically agreed by PBC in writing, Equipment must be used exclusively to display and/or dispense PBC beverage products, even during the Transition Period.

7.4. Right of Offset. PBC reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer pursuant to this Agreement.

7.5. Trademarks. PBC reserves the right to final approval, in its sole discretion, of any and all promotional or other materials utilizing PBC trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which a party claims or has proprietary rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement. Upon termination or expiry of this Agreement each party shall immediately cease all use of the other trademarks, trade names, slogans, and or other identification of the other party or its products.

7.6. Payment. Payment of PBC invoices shall be in accordance with their stated terms which, if credit is granted, are currently the thirtieth (30th) day from date of invoice. All payments to PBC shall be rendered without deduction or set off. Customer and each Outlet shall, upon request, complete a PBC credit application and shall be subject to PBC's credit policies. Customer acknowledges that in the event PBC ceases to sell Products to Customer or any Outlet in accordance with PBC's credit policies, PBC shall not be in breach of this Agreement.

7.7. Product Changes. PBC reserves the right to change or supplement Products offered for sale to Customer at its

discretion, upon notice.

7.8. **Confidentiality.** The Customer and PBC agree to keep this Agreement and its terms, as well as the information which is disclosed to it by the other party in connection with the performance of this Agreement, confidential and not to disclose this Agreement or its terms to any third party without the prior written consent of the other party, subject only to disclosure of such information to the party's auditors and legal counsel and as required by law or legal process. The Customer further acknowledges and agrees that the disclosure of the terms of this Agreement could reasonably be expected to significantly harm the competitive position and/or significantly interfere with the general negotiating and business position of PBC. The parties acknowledge and agree that details of any public announcements, statements or disclosure concerning this Agreement shall be jointly agreed to prior to the making of any such public announcements, statements or disclosure by either party.

7.9. **Assignment/Acquisition.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, PBC may, at its option, terminate this Agreement effective immediately. The Agreement shall not be otherwise assignable without the express written consent of PBC. In the event the transferee has an existing local agreement with PBC (which agreement covers the purchase of Products), then, PBC shall have the right to determine which Agreement shall continue in force and effect. PBC may assign this Agreement at any time to any PBC affiliate without any prior consent. This Agreement shall ensure to the benefit of, and be binding upon, the successors and permitted assigns of PBC and Customer.

7.10. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles.

7.11. **Tax.** Customer will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with Customer's receipt of funding and/or Equipment provided by PBC under this Agreement. In addition, Customer will neither assess nor impose upon PBC any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment, nor with respect to the ownership or usage thereof.

7.12. **Force Majeure: Impossibility of Performance.** Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, floods, fires, pandemic/epidemic, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, crop failures, freezes, and other circumstances of substantially similar character beyond the reasonable control of the affected party (collectively, a "Force Majeure Event"). Any party so affected shall (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party in writing of a Force Majeure Event and the effect of a Force Majeure Event on such party's ability to perform its obligations hereunder. The affected party shall promptly resume performance after it is no longer subject to a Force Majeure Event. In the event Customer's performance obligations are suspended pursuant to a Force Majeure Event as set forth herein, PBC's funding obligations will be suspended for the duration of Customer's nonperformance; once the Force Majeure Event has concluded and Customer resumes performance or in the event Customer is able to perform some but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

7.13. **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until six(6) months prior to the expiration of the Term, Customer hereby grants PBC exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for the supply of beverage products to the Customer and/or its Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties.

7.14. **Dispute resolution.** If a dispute arises out of or relates to this Agreement, including any dispute about the existence of a breach of this Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute in an amicable manner by mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Such mediation must occur within sixty (60) days after a party's request for mediation. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Thereafter, any unresolved controversy or claim shall be settled by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration brought under the terms of this Agreement shall be conducted in Toronto, Ontario, in the following manner: Each party shall appoint one person as an arbitrator. The two arbitrators so chosen shall select a third impartial arbitrator within ten (10) days of the date on which the second arbitrator is selected. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, such arbitrator shall be selected by the ADR Institute of Canada, Inc. The three arbitrators shall determine all questions presented to them by majority vote. The language of the arbitration shall be English. The decision of a majority of the arbitrators shall be final and conclusive on the parties hereto and shall be accompanied by written findings of fact and conclusions of law.

7.15. **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

7.16. **Insurance.** Each party shall, at its sole cost and expense, place and maintain insurance throughout the Term that it deems adequate, sufficient and consistent with prudent industry standards to insure its activities and obligations in connection with this Agreement. Without limiting the generality of the foregoing, Customer shall name PBC as a loss payee under its applicable insurance policies and shall notify PBC of any loss or damage to the Equipment.

7.17. **Indemnity.** The Customer shall protect, indemnify and hold harmless PBC and its parent(s), subsidiaries and affiliates, and its and their officers, directors, employees, franchisees, licensees, representatives and agents, from and against any and all losses, liabilities, costs, expenses (including, without limitation, reasonable legal fees), damages, claims, actions, judgments and suits whatsoever arising from, based upon, in any way connection with or relating to: (a) the acts or omissions of the Customer and its franchisees and licensees, and its and their employees, servants, agents or representatives; (b) the breach by the Customer of any of its obligations, covenants, representations or warranties hereunder; or (c) any dispute of a third party in respect of the payments made by PBC to the Customer hereunder.

PBC will indemnify and hold Customer harmless against (i) any claim, loss or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by PBC in the Products; or (ii) any claim, loss or expense arising out of any patent or trademark infringement suit based on Customer's proper use or sale of the Products; to the extent that any such claim, loss or expense set forth under subsections (i) and (ii) was caused by the fault or negligence of PBC and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer, and provided further that (1) Customer gives PBC timely written notice of the assertion or pendency of any such claim, (2) PBC has the right to defend any such claim, and (3) PBC has the right of approval prior to settlement of any such claim.

7.18. **Title.** Title and risk of loss to the Products purchased for the Outlets shall pass to the Customer immediately upon delivery of same.

7.19. **Relationship of the Parties.** Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party shall be deemed to be an associate, partner, principal or agent of the other.

7.20. **Construction.** If any covenant, obligation or provision contained in this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.22. **Notices.** All notices and other communications by the parties will be in writing and deemed to have been duly given when delivered in person, via an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) or via certified or registered mail with return receipt (each, a "Primary Delivery Method"), in each case, with a confirmatory copy by email, addressed as follows (unless notification of change of address is given in writing by means of this Notice provisions), and shall be effective upon receipt via the Primary Delivery Method:

If to PBC:

PepsiCo Beverages Canada 2095
Matheson Blvd E Mississauga,
Ontario L4W 0G2 Attn: Director,
Foodservice

With a copy to (which shall not constitute notice) the PBC Legal Department at the same address.

If to Customer:

The Corporation of the City of Sault Ste Marie
Attn: Karen Marlow (Manager of Purchasing)
99 Foster Drive – Level 2

Sault Ste Marie, Ontario, P6A 5X6

7.23. Representations and Warranties. Each party represents and warrants to the other that it has full power and authority, corporate and otherwise, and has been duly authorized, to enter into and perform its obligations under this Agreement and that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with or performance of any of the provisions hereof, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice or the passage of time or otherwise, would constitute such a default) under any of the terms, conditions or provisions of any existing agreement or other instrument or obligation to which it is a party, or by which it or any of its properties, assets or operations may be bound or affected; (b) violate any order, writ, injunction, decree, or any statute, rule or regulation, applicable to it or any of its properties, assets, or operations; or (c) require any action, or consent or approval of, or review by, any other party, including without limitation any third party, court or governmental body or other agency, instrumentality or authority, except as shall have been duly obtained and effective as of the date of this Agreement. There are no representations and warranties or conditions of sale other than those expressly set out herein.

7.24. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

7.20 At the request of all parties, this Agreement has been drawn up in the English language. A la demande expresse des parties, ce contrat a été rédigé en langue anglaise.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

**PEPSICO BEVERAGES CANADA,
a business unit of PEPSICO CANADA ULC**

**The Corporation of the City of Sault
Ste Marie – Community Development
& Enterprise Services**

By: _____

Print Name: Matthew Miller

Title: Unit Sales Manager

Date: June 3, 2022

By: _____

Print Name: Christian Provenzano

Title: Mayor

Date: _____

(I have authority to bind the company)

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: Rachel Tyczinski

Title: City Clerk

Date: _____

Exhibit A
Customer Outlets

1.	GFL Memorial Gardens	14 Towers equipped with auto-pour heads; 4 Concourse Level Concessions each equipped with 3 towers; 1 Event Level Concession equipped with 1 tower; 1 Suite Level Concession equipped with 1 tower
2.	Northern Community Centre	2 Single Door Floor Model Coolers (main concession & upstairs concession); 2 Towers equipped with auto-pour heads (main concession & upstairs concession)
3.	Bellevue Park	1 Single Door Counter Top Model Cooler; 1 Single Door Floor Model Cooler
4.	Roberta Bondar Park	2 Towers equipped with auto-pour heads; 1 Single Door Counter Top Model Cooler; 1 Double Door Floor Model Cooler
5.	John Rhodes - Field House	1 Double Door Floor Model Cooler
6.	John Rhodes – Pool	1 Single Door Floor Model Cooler
7.	John Rhodes – Community Centre	Concession – 1 Post Mix Machine with 2 towers (auto pour); 1 Single Door Counter Top Model Cooler;

**Exhibit B
Products and Prices**

Product	Package Price	Unit Price
355ml 24pk CSD/NCB	\$10.08	\$.42
591ml 24pk CSD Bottles	\$26.76	\$1.12
591ml 24pk NCB Bottles	\$26.76	\$1.12
591ml 24pk Aquafina Bottles	\$17.28	\$0.72
591ml 12pk Gatorade and G2	\$15.66	\$1.31
710ml 24pk Gatorade and G2	\$47.73	\$1.99

Product	Price	Unit Price
547ml 12pk Pure Leaf	\$23.27	\$1.94
405ml 12pk Starbucks Frappuccino	\$33.87	\$2.82
450ml 12pk Dole Juice	\$18.66	\$1.56
473ml 12pk Rockstar	19.44	\$1.62

Product	Price
20L Bag of Syrup (CSD) Pepsi	\$72.46
12L Bag of Syrup (CSD)	\$43.50
12L Bag of Syrup (NCB)	\$55.74
CO2 -20LB Tank	\$33.67
22oz Cups (1200 units)	\$83.39
32oz Cups (480 units)	\$65.32
22ozLids (2400 units)	\$83.39
32oz Lids (960 units)	\$58.37

Exhibit C

Funding and Support

Exclusivity Rebate – PBC will accrue the amount specified in Exhibit “B” under the “Rebate” column (the “**Exclusivity Rebate**”) for each “raw” Case of Product, as specified in Exhibit “B”, purchased by the Customer and the Outlets. The Exclusivity Rebate shall be calculated and paid by PBC to the Customer on a PBC quarterly basis, within sixty (60) days of the end of the applicable PBC quarter. Where Products are purchased from an Authorized FS Distributor, the Exclusivity Rebate shall be paid after receipt and verification of the Purchase Summary Report (as defined in section 3.6). PBC shall not accrue or pay any Exclusivity Rebates for sale to Outlets that are in breach of the terms of this Agreement.

Signing Bonus – PBC will pay to the Customer a one-time signing bonus of \$5,000.00 (the “**Signing Bonus**”). The Signing Bonus shall be earned pro rata and shall be paid within sixty (60) days of execution of this Agreement.

Annual Exclusive Beverage Rights Fee – PBC will pay to the Customer an annual exclusive beverage rights fee of \$12,000.00 (the “**Exclusive Beverage Rights Fee**”) each Year during the Term. The Exclusive Beverage Rights Fee shall be earned pro rata over the applicable Year in which it is paid and shall be paid within sixty (60) days of the first (1st) day of the applicable Year.

Managed Marketing Support Funds – PBC will allocate an annual marketing support fund in the amount \$3,000.00 (the “**Marketing Support Funds**”) each Year during the Term, which shall be used for such marketing programs as may be mutually agreed by PBC and the Customer with the objective of increasing Product sales in the Outlets. The Marketing Support Funds shall be managed by PBC on a declining basis each applicable Year. Proof of performance and invoice are required in order for PBC to remit any Marketing Support Funds to Customer. Any unspent portion of the Marketing Support Funds in any Year may not be carried over to a subsequent Year.

Vending Commissions – Meyers Munchies (TPO) will pay to the Customer a vending commission (the “**Vending Commission**”) in an amount equal to \$9,000.00 of net revenue actually collected by PBC from vending equipment placed on the premises of the Outlets by PBC in each Year. The Vending Commission shall be calculated and paid by Meyers Munchies (TPO) to the Customer on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission.

Schedule "B"



June 2, 2022

BETWEEN:

PepsiCo Beverages Canada, a business unit of PEPSICO CANADA ULC, with its head office located at 5205 Statellite Drive, Mississauga, Ontario L4W5J7

- And -

Meyer Munchies, located at 696 Old Garden River Road, Sault Ste. Marie, Ontario P6A 6J8 ("TPO")

Attention: Curtis Meyers, Owner

Dear Sirs:

Re: Vending Supply Arrangements

The following summarizes the terms of our agreement regarding the supply of carbonated and non-carbonated, non-alcoholic beverages and vending equipment:

1. PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC ("**PBC**") shall sell and provide the carbonated and non-carbonated, non-alcoholic beverages (the "**Products**") to **Meyers Munchies** ("**Customer**") for resale by Customer through vending equipment loaned by PBC to Customer.
2. The term (the "**Term**") of this agreement shall commence on August 1, 2022 (the "**Commencement Date**") (notwithstanding the date of this letter) and, unless earlier terminated in accordance herewith, shall terminate on July 31, 2025.
3. PBC will loan to Customer, at no charge, appropriate equipment for dispensing the Products during the Term (the "**Equipment**"). Customer acknowledges and agrees that the Equipment shall be used solely to display and merchandise PBC's Products. Title to all Equipment shall remain vested in PBC or its affiliate and all Equipment will be returned to PBC upon expiration or termination of this agreement. Customer will be responsible for the full replacement cost of all Equipment not returned, damaged, lost or stolen.
4. PBC will annually provide Customer with a written listing of all Equipment supplied by it. Upon receipt of such listing, Customer will review and verify the location of all Equipment, in writing, to PBC. Failure to provide such verification of the location of all Equipment shall constitute a material breach of this agreement.
5. Meyers Munchies shall have the exclusive right to stock and re-stock, at no cost, Products in each of the vending machines and to collect the monies that each vending machine generates. Title to all monies and Products located in such vending equipment will remain vested in Meyers Munchies or its affiliate. The Product mix offered in each such vending machine shall be determined by Meyers Munchies.
6. Either party may terminate this agreement prior to the expiration of the Term: (i) if the other commits a material breach of this agreement, provided, however, that the terminating party has given the other party written notice of the breach and the other breaching party has failed to remedy or cure the breach within thirty (30) days of such notice; or (ii) if the other party takes any action with respect to its liquidation or winding-up, or makes an assignment for the benefit of creditors, or any proposal under the *Bankruptcy and Insolvency Act* (Canada), or any comparable statute, or if a bankruptcy petition is filed or presented by such party, or if a court of competent jurisdiction enters a judgment or order approving any such petition or any

petition seeking reorganization, arrangement or composition of such party or its debts or obligations, or if a custodian or receiver or receiver and manager or similar official is appointed for such party or any of its assets. From time to time, factors outside of PBC's control may lead to certain Products being out of stock, which shall not be deemed as breach of this Agreement.

7. Customer shall, at its sole cost and expense, place and maintain insurance throughout the Term in such amounts and types as are sufficient and consistent with prudent industry standards. Customer shall name PBC as a loss payee under its applicable insurance policies and will notify PBC of any loss or damage to the Equipment.
8. Each of PBC and Customer is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party shall be deemed to be an associate, partner, principal or agent of the other.
9. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
10. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Please confirm your agreement to the above terms and conditions by signing and returning a copy of this letter. We look forward to working with you.

Yours truly,

**PEPSICO BEVERAGES CANADA, a business
unit of PEPSICO CANADA ULC**

Per:

Matthew Miller



The undersigned hereby confirms its agreement to the above terms and conditions this 2 day of June, 2022.

Meyers Munchies ("TPO")

Per:

Curtis Meyers

Title: Owner



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-108

AGREEMENT: A by-law to authorize the execution of the Extension Agreement between the City and PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC for the supply and delivery of soft drink concession supplies for a period of two (2) years.

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 Extension Agreement dated June 23, 2025 between the City and PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, a copy of which is attached as Schedule "A" hereto. This Extension Agreement is for the supply and delivery of soft drink concession supplies for a period of two (2) years.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AMENDMENT AGREEMENT

This Amendment made as of June 23, 2025 between PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC ("PBC") and The Corporation of the City of Sault Ste Marie ("Customer").

WHEREAS PBC and Customer entered into a Beverage Sales Agreement effective August 1, 2022 to July 31, 2025 (the "Agreement");

AND WHEREAS PBC and Customer wish to amend the Agreement as set forth herein;

NOW THEREFORE PBC and Customer agree to amend the Agreement as follows:

1. **Term.** Pursuant to Section 1.1, the Customer wishes to exercise its right to extend the Term by two (2) Years from August 1, 2025 to July 31, 2027 on the same terms and conditions (the "Term Extension").
2. **Funding and Support.** During the Term Extension, Exhibit C shall be deleted and replaced with Exhibit C attached hereto.
3. All other terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**PepsiCo Beverages Canada, a business unit of
PepsiCo Canada ULC**

The Corporation of the City of Sault Ste Marie

Per: _____
Name:
Position:
I have authority to bind the corporation

Per: _____
Name:
Position:
I have authority to bind the corporation

Per: _____
Name:
Position:
I have authority to bind the corporation

EXHIBIT C

Funding and Support

Annual Exclusive Beverage Rights Fee – PBC will pay to the Customer an annual exclusive beverage rights fee of \$12,000.00 (the “**Exclusive Beverage Rights Fee**”) each Year during the Extended Term. The Exclusive Beverage Rights Fee shall be earned pro rata over the applicable Year in which it is paid and shall be paid within ninety (90) days of the first (1st) day of the applicable Year.

Managed Marketing Support Funds – PBC will allocate an annual marketing support fund in the amount of \$3,000.00 (the “**Marketing Support Funds**”) each Year during the Extended Term, which shall be used for such marketing programs as may be mutually agreed by PBC and the Customer with the objective of increasing Product sales in the Outlets. The Marketing Support Funds shall be managed by PBC on a declining basis each applicable Year. Proof of performance and invoice are required in order for PBC to remit any Marketing Support Funds to Customer. Any unspent portion of the Marketing Support Funds in any Year may not be carried over to a subsequent Year.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-109

AGREEMENT: A by-law to amend By-law 2024-110 and to authorize the execution of the Amending Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Building Faster Fund Transfer Payment Agreement.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated June 23, 2025 between the City and His Majesty the King in Right of Ontario, as represented by the Minister of Municipal Affair and Housing, a copy of which is attached as Schedule “A” hereto. This Amending Agreement is to amend the Transfer Payment Agreement.

2. **SCHEDULE “A”**

Schedule “A” forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of June, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for the Building Faster Fund

This Amending Agreement No.1 effective as of the 1st day of January, 2025.

B E T W E E N :

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing

(the **"Province"**)

- and -

The Corporation of the City of Sault Ste. Marie
[enter the full legal name of the Recipient above]

(the **"Recipient"**)

BACKGROUND

1. The Province and the Recipient entered into an Ontario Transfer Payment Agreement for the Building Faster Fund effective as of the 1st day of April, 2024 (the **"Agreement"**).
2. The Parties wish to extend the Agreement to June 30, 2028.
3. The Parties wish to otherwise amend the Agreement in the manner set out in this Amending Agreement No.1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement No.1 (the **"Amending Agreement No.1"**) have the meanings ascribed to them in the Agreement.

2. Section A1.2 of Schedule “A” is amended by adding the following definition in alphabetical order:

“Additional Reporting Period” means the period commencing on January 1, 2027 and ending on March 31, 2028.
3. Section A1.2 of Schedule “A” is amended by replacing the definition of “Investment Plan” with the following definition:

“Investment Plan” means an investment plan identifying the Recipient’s proposed use of Funds in a form to be provided by the Province.
4. The definition of “Program Year” in Section A1.2 of Schedule “A” is amended by adding the following new clause (c) after clause (b):

(c) in the case of the third Program Year, the period commencing on January 1, 2026 and ending on December 31, 2026.
5. Section A4.7 of Schedule “A” is deleted and replaced with the following:

A4.7 Saved Funds. The Recipient may save any Funds that it receives in one Program Year for use in a later Program Year or in the Additional Reporting Period. For greater certainty, saved Funds include Funds not committed and not spent, Funds committed but not spent, and any interest earned pursuant to section A4.4. Despite anything else in this Agreement, the Recipient will spend any Funds that it has saved by no later than March 31, 2028. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A4.7 or otherwise in accordance with the Agreement, those saved Funds will be returned to the Province.
6. Article A14.0 of Schedule “A” is deleted and replaced with the following:

A14.0 FUNDS UPON PROGRAM END DATE

A14.1 Funds Upon Program End Date. By March 31, 2028, the Recipient will pay to the Province any unspent Funds remaining in its possession, under its control, or both.
7. Schedule “B” is amended by deleting the Expiry Date of “March 31, 2026” and substituting “June 30, 2028”.
8. Section B1.2 of Schedule “B” is amended by deleting the following sentence: “The Recipient’s eligibility for a given Program Year will be assessed prior to the start of that Program Year.”

9. Schedule “B” is amended by adding the following Additional Provision:

B4.0 PROGRAM GUIDELINES

- B4.1 **Program Guidelines May be Amended from Time to Time.** The Province may update Schedule “G” from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any updated Schedule “G” to the Recipient by Notice.
10. Section (1) of Schedule “C” is amended by adding the words “and the Additional Reporting Period,” after “Program Year”, and by adding the words “and in a form to be provided by the Province” after “Schedule “G””.
11. Section (2) of Schedule “C” is amended by adding the words “and the Additional Reporting Period” after “Program Year”.
12. Section (3) of Schedule “C” is amended by adding the words “or the Additional Reporting Period” after “Program Year” in the second bullet.
13. Section (5) of Schedule “C” is amended by adding the words “or the Additional Reporting Period” after the first “Program Year”, and by adding “or July 30th, 2027 for the Additional Report Period” after the second “Program Year”.
14. Section D2.3 of Schedule “D” is amended by deleting “the Expiry Date” and substituting “March 31, 2028”.
15. Section D3.0 of Schedule “D” is amended by adding a new subsection iii. “iii. Incentive payments for the construction of market-rate housing” and by renumbering the remainder of the list accordingly.
16. Schedule “F” of the Agreement is deleted and replaced with Schedule “F”, attached to Amending Agreement No.1 as Appendix “1”.
17. Schedule “G” of the Agreement is deleted and replaced with Schedule “G” attached to the Amending Agreement No. 1 as Appendix “2”.
18. The Agreement is amended to reflect that wherever the conjunction “; and”, or “or” is used before the last item on a list, and the last item on the list has been deleted, or one or more new items have been added at the end of the list, the subject conjunction shall be deemed to have been moved to the end of the penultimate item on the amended list.
19. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.

20. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No.1 on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing**

Signature

Name:

Title:

Date

**The Corporation of the City of Sault Ste. Marie
[enter the full legal name of the Recipient above]**

Signature

Name: Matthew Shoemaker

Title: Mayor

Date

Signature

Name: Rachel Tyczinski

Title: City Clerk

Date

I/We have authority to bind the Recipient.

Appendix “1”

Attached to and forming part of the Amending Agreement No.1 entered into between the Province and the Recipient effective as of the 1st day of January, 2025.

Schedule “F”

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 1st day of April 2024.

SCHEDULE “F” REPORTS

Name of Report	Due Date
Investment Plan	In accordance with Schedule “G”
Year End Report	In accordance with Schedule “G”

Report Due Dates

The reporting period is set out in Schedule “G”.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

All reports are to be submitted in accordance with Schedule “G”.

Report Details

1. The Investment Plan shall include the required information as set out in Schedule “C” and shall be in a form to be provided by the Province.
2. The Year End Report shall provide information on the Eligible Expenditures incurred in the Program Year or Additional Reporting Period, as applicable, and progress made in each project, and shall be in a form to be provided by the Province.

Performance Measures

- Delivery of all Reports within established timelines
- Ensuring all expenditures are in accordance with the Agreement
- Timely responses to requests from the Province
- # of housing units or homeless shelter beds supported or created (if applicable)

Appendix “2”

Attached to and forming part of the Amending Agreement No.1 entered into between the Province and the Recipient effective as of the 1st day of January, 2025.

Schedule “G”

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 1st day of April 2024.

[PROGRAM GUIDELINES ATTACHED]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-114

APPOINTMENT: A by-law to appoint Jeffrey King as City Solicitor.

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

1. **APPOINTMENT – CITY SOLICITOR**

Jeffrey King is hereby appointed City Solicitor

2. **EFFECTIVE DATE**

This by-law takes effect on June 30, 2025.

PASSED in open Council this 23rd day of June 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI