



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

Tuesday, November 12, 2024

5:00 pm

Council Chambers and Video Conference

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

Pages

1. Land Acknowledgement

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

2. Adoption of Minutes

15 - 34

Mover Councillor M. Bruni

Secunder Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of October 21, 2024 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor L. Vezeau-Allen

Secunder Councillor C. Gardi

Resolved that the Agenda for November 12, 2024 City Council Meeting as presented be approved.

6. Presentations

6.1 Sault Ste. Marie Police Service Budget 2025

35 - 42

Chief Hugh Stevenson, John Bruno, Chair, Angela Davey, Manager of Finance

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

That City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2025 Police budget.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2025 Police budget.

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that all the items listed under date November 12, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Bill 212 – Reducing Gridlock, Saving You Time Act, 2024

43 - 44

Correspondence from Mayor Shoemaker to Premier Doug Ford

7.2 Homelessness and Addiction Recovery Treatment (HART) Hubs

45 - 46

Correspondence from Mayor Shoemaker to MPP Ross Romano

Correspondence from Mayor Shoemaker to Hon. Sylvia Jones, Minister of Health

7.3 Former Sault Area Hospital Site RFP Update

47 - 48

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the report of the CAO dated November 12, 2024 concerning the RFP of the former Sault Area Hospital site be received as information.

7.4 Third Quarter Financial Report – September 30, 2024

49 - 67

A report of the Manager of Finance is attached for the consideration of

Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that the report of the Manager of Finance dated November 12, 2024 concerning Third Quarter Financial Report – September 30, 2024 be received as information.

7.5 2025 User Fees 68 - 70

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

The relevant By-law 2024-159 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Property Tax Appeals – November 2024 71 - 73

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that the report of the Manager of Taxation dated November 12, 2024, concerning Property Tax Appeals be received and that the records be amended pursuant to section 357 of the *Municipal Act*.

7.7 Automated Speed Enforcement – Update 74 - 77

A report of the Municipal Services and Design Engineer and the Director of Public Works is attached for the information of Council.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the report of the Municipal Services and Design Engineer and the Director of Public Works dated November 12, 2024 concerning Automated Speed Enforcement – Update be received as information.

7.8 Amendments to Tourism By-Law No. 1 78 - 80

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

The relevant By-law 2024-161 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Tourism Development Fund Applications October 2024 81 - 85

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

Mover Councillor L. Vezeau-Allen

Secunder Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$37,000 as detailed below be approved:

- Gathering at the Rapids Pow Wow (\$20,000)
- Docs on Ice Hockey Tournament (\$15,000)
- Skate Ontario Provincial Series (\$2,000)

7.10 Sault Ste. Marie Bid for Ontario Winter Games 2028 86 - 88

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

Mover Councillor L. Dufour

Secunder Councillor M. Scott

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 concerning Ontario Winter Games Bid 2028 be received and that Council endorse the bid to host the 2028 Ontario Winter Games and allocate funds through the Tourism and Community Development budget:

- \$37,500 in 2025
- \$37,500 in 2026
- \$37,500 in 2027
- \$37,500 in 2028

7.11 Noise By-Law Exemption Request New Year's Eve Event 89 - 90

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

The relevant By-law 2024-157 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Reallocation of Funds Approved for Mausoleum Master Plan 91 - 92

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

Mover Councillor L. Vezeau-Allen

Secunder Councillor C. Gardi

Resolved that the report of the Manager of Cemeteries dated November 12,

2024 concerning the Reallocation of Funds Approved for Mausoleum Master Plan be received and that the reallocation of \$50,000 from the Mausoleum Master Plan into funding for the construction of columbarium structures be approved.

7.13 Green and Inclusive Community Building Funding 93 - 95

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

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that the report of the Sustainability Coordinator and Accessibility Coordinator dated November 12, 2024 concerning Green and Inclusive Community Building Fund be received and that Council authorize staff to proceed with an application to the Green and Inclusive Community Building Fund to support the John Rhodes Community Centre Retrofit and Accessibility project (LED lighting, a barrier-free seating platform and future rooftop solar) in the amount of \$1,000,000;

Further that Council approves that 20% of the Barrier Free Seating Platform costs be taken from the barrier removal reserve should funding be successful.

7.14 Climate Adaptation Plan Funding 96 - 98

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the report of the Sustainability Coordinator dated November 12, 2024 concerning Climate Adaptation Plan Funding be received and staff be authorized to proceed with the preparation of an application to the Federation of Canadian Municipalities Green Municipal Fund Climate-Ready Plans and Processes program for funding to develop a Sault Ste. Marie Climate Adaptation Plan.

7.15 Herkimer Street Bridge Closure 99 - 100

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

The relevant By-law 2024-165 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 Wastewater Operations Agreement 101 - 103

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

The relevant By-law 2024-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.17 Surplus property – 103 Victoria Street 104 - 106

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

The relevant By-law 2024-167 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.18 Sale of Surplus Property – 97 Victoria Street 107 - 109

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

The relevant By-law 2024-166 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.19 Surplus Property – Part of 330 Industrial Park Crescent 110 - 113

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

The relevant By-law 2024-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.20 Sault Area Hospital Enforcement Officer Update 114 - 115

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

The relevant By-law 2024-155 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

8.3 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 Chronic Homelessness, Mental Health, Safety and Addictions Crisis

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the chronic homelessness, mental health, safety and addictions crisis continues to escalate, with at least 1,400 homeless encampments now present in Ontario communities, putting unsustainable pressure on municipalities and public spaces, creating a humanitarian crisis; and

Whereas housing, homelessness and healthcare, including access to appropriate and timely supports, are the responsibility of the Provincial government and proper management of these issues is crucial to addressing the root causes of the humanitarian crisis that Ontario is facing; and

Whereas municipalities are being left to manage these issues without the necessary resources or legal authority to sufficiently respond, and as a result are caught balancing the important needs of unsheltered people living in encampments, with the responsibility to ensure our communities are safe and vibrant places for all residents; and

Whereas the causes of homelessness can be complex and individually unique to each unhoused person, with one of the primary causes being undiagnosed and untreated mental health and addiction issues, which are difficult to address without specialized support systems providing a continuum of care; and

Whereas some individuals experiencing untreated or undiagnosed acute and/or chronic mental health or addictions challenges may be at higher risk to themselves and pose safety concerns for other members of the community; and

Whereas every individual deserves the opportunity for treatment and recovery, including crucial systemic resources, prompt access, and appropriate intervention; and

Whereas Ontario Big City Mayors has launched “SolveTheCrisis.ca”, a campaign to raise awareness of the scale of the humanitarian crisis in our communities, seek partnerships with the Federal and Provincial governments to solve it, including: a single responsible Minister and ministry to coordinate action to solve the crisis; an action table with multi-sector stakeholders to create a comprehensive “Made in Ontario” solution that addresses these issues for all communities in the province; providing municipalities with the tools and resources to transition those in encampments to more appropriate supports; committing to fund the resources required, community by community, to fill existing gaps; invest in a sufficient number of 24/7

community hubs and crisis centres to relieve pressure on hospital emergency departments and first responders; and

Whereas Ontario Big City Mayors recommends the consideration of some specific tools and policy asks for municipalities and other sectors involved in this crisis as detailed below; and

Whereas an encounter with the criminal court system can be an effective pathway to treatment when the offender is offered a timely and effective treatment referral through a diversion court process; and

Whereas the Province's plan to create 19 treatment hubs is a good step and has the potential to substantially improve access to treatment that can be referred through a diversion court process if these hubs are properly funded, accessible and expanded in scope and number based on community need; and

Whereas the ability of municipalities to ensure safe and vibrant communities is compromised by a double standard in our legal system that allows for the open consumption of illicit drugs but prohibits the unrestricted consumption of tobacco or alcohol, causing confusion and undermining public health efforts; and

Whereas the ability of municipalities to make decisions regarding public safety is compromised by court decisions that enable encampments in public spaces and restrict municipal capacity to manage public lands effectively, including ensuring the safety of the people in those encampments, and the community surrounding them; and

Whereas residents and business owners in neighbourhoods where homeless encampments exist and drug users congregate are unreasonably impacted by social disruption, rising crime, vandalism, and declining public confidence due to concerns for public safety; and

Whereas Provincial and Federal governments need to take responsibility for policy decisions that have led to this humanitarian crisis and must take on a greater leadership role in helping municipalities address the associated issues of social disruption and public safety; and

Whereas municipalities need clear, effective and enforceable legislative tools from Provincial and Federal governments regarding how to address encampments and social disruption, and must have the legal authority to act swiftly and decisively when public safety is at risk; and

Whereas establishing and reinforcing principles and parameters at a provincial level will allow municipalities to focus on what they do best – providing services to members of the public – without the impossible task of reconciling provincial and federal policy or various judicial decisions that are at odds with a group or individual rights; and

Whereas municipal governments must implement solutions that are efficient, effective, appropriate, feasible, practical, and in compliance with Ontario and

Canadian law, while balancing individual rights with the safety and well-being of the broader community;

Now Therefore Be It Resolved that the City of Sault Ste. Marie endorse the request of Ontario Big City Mayors call to the federal and provincial governments, through the “Solve the Crisis” campaign:

- Appoint one Minister and ministry responsible for the humanitarian crisis Ontarians are facing and who has been provided appropriate authority and resources to find solutions;
- Create an action table of government representatives from all three levels, subject matter experts, and those impacted by this crisis including community partners, first responders and businesses to evaluate solutions to create a “Made in Ontario solution”; and
- That both levels of government provide the funding required for municipalities, big and small, to put in place the solutions they need to end this crisis.

And further that the City of Sault Ste. Marie request that the Provincial and Federal governments:

- Take on intervenor status in the case of court decisions that restrict the ability of municipalities to regulate and prohibit encampments; and
- Develop a fully funded and resourced range of compassionate care and treatment programs that strengthens the system of community-based and residential mental health and addictions treatments under the *Mental Health Act* and the *Health Care Consent Act*, ensuring that individuals in need are able to access care and treatment in a timely manner; and
- Urgently review, consult on, and update the *Mental Health Act* and the *Health Care Consent Act* to reflect the current realities of this crisis, including consultation with medical professionals, first responders and municipalities to determine whether to expand the scope of and strengthen the existing system of mandatory community-based and residential mental health and addictions care and treatment; and
- Implement diversion courts throughout the Province and expand the scope and reach of these courts by permitting referrals to the diversion court for Provincial and municipal offences, with a focus on rehabilitation rather than punitive measures; and
- Review, consult on, and update the *Trespass to Property Act* to address the public safety issues municipalities are facing within their communities. With such a review to include, but not be limited to, options to assist communities in addressing aggressive or repetitive trespass (“repetitive trespass”); and
- To establish for municipalities a prescribed Provincial priority of maintaining public order and public safety to allow, in line with the

above, stronger local deterrents to offences related to social disruption and public safety risks; and

That the Provincial and Federal governments introduce legislation prohibiting open and public use of illicit drugs and public intoxication, whether that be by consumption of alcohol or illicit drugs, with clear enforcement provisions and public awareness campaigns to reduce the harmful impact on communities; and

That the Province creates a blueprint, along with associated funding programs from both federal and provincial governments, to address the significant need for the quick build of supportive housing units, which includes units that address the specific needs of those who have started treatment and need shelter and care as they continue their recovery journey.

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 L. Dufour

Seconder Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date November 12, 2024 be approved.

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

12.1.1 By-law 2024-155 (Appointment) Sault Area Hospital Enforcement Officers 116 - 117

A report from the Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-Law 2024-155 being a by-law to amend By-Law 2022-58 being a by-law that sets out the enforcement responsibilities and the appointment of Sault Area Hospital Enforcement Officers be passed in open Council this 12th day of November, 2024.

12.1.2 By-law 2024-157 (Regulations) New Year's Eve Puck Drop 2024 Noise Exemption 118 - 118

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2024-157 being a by-law to exempt the New Year's Eve Puck Drop at the Downtown Plaza on December 31, 2024 from 6:00 p.m. to 1:00 a.m. on January 01, 2025 from Noise Control By-law 80-200 be passed in open Council this 12th day of November, 2024.

12.1.3 By-law 2024-158 (Delegation to the CAO) Up Front Funding and GFL Events 119 - 120

Council Report was passed by Council resolution on October 21, 2024.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2024-158 being a by-law to authorize the CAO, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie agreements related to up-front funding for Concerts and Events at the GFL Memorial Gardens and allocate the upset limit of up-to \$300,000 per Concert or Event be passed in open Council this 12th day of November, 2024.

12.1.4 By-law 2024-159 (Finance) User Fees 121 - 148

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2024-159 being a by-law to establish user fees and service charges be passed in open Council this 12th day of November, 2024.

12.1.5 By-law 2024-161 (Tourism) Amend Tourism SSM By-law No. 1 149 - 149

A report from the Director of Tourism and Community Development is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2024-161 being a by-law to amend Tourism Sault Ste. Marie's By-law No. 1 (being a by-law relating generally to the transaction of the affairs and mandate of the Corporation) be passed in open Council this 12th day of November, 2024.

12.1.6 By-law 2024-162 (Property) Pt 330 Industrial Park Crescent declare surplus 150 - 151

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-Law 2024-162 being a by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744

TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent as surplus to the City's needs and to authorize the disposition of the said property to the abutting owner be passed in open Council this 12th day of November, 2024.

12.1.7 By-law 2024-163 (Street Assumptions) Various 152 - 153

Mover Councillor L. Dufour

Secunder Councillor C. Gardi

Resolved that By-law 2024-163 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 12th day of November, 2024.

12.1.8 By-law 2024-164 (Engineerig) PUC Wastewater Treatment Services 154 - 187

A report from the Manager of Development and Environmental Engineering is on the Agenda.

Mover Councillor L. Dufour

Secunder Councillor C. Gardi

Resolved that By-law 2024-164 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to operate and maintain the City's wastewater treatment facilities and large pump station infrastructure be passed in open Council this 12th day of November, 2024.

12.1.9 By-law 2024-165 (Temporary Street Closing) Herkimer Street 188 - 188

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

Mover Councillor L. Dufour

Secunder Councillor C. Gardi

Resolved that By-law 2024-165 being a by-law to permit the temporary closing of Herkimer Street between Victoria Street and Carpin Beach Road from November 12, 2024 to November 1, 2025 to repair the Herkimer Street Bridge be passed in open Council this 12th day of November, 2024.

12.1.10 By-law 2024-166 (Property Sale) Surplus and Sale 97 Victoria Street 189 - 190

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

Mover Councillor L. Dufour

Secunder Councillor C. Gardi

Resolved that By-Law 2024-166 being a by-law to declare the City owned property legally described as PIN 31613-0179(LT) LT 43 PL 58 AWENGE;

SAULT STE. MARIE being civic 97 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owner, Rocky O'Neil or as otherwise directed be passed in open Council this 12th day of November, 2024.

12.1.11 By-law 2024-167 (Property Sale) Surplus and Sale 103 Victoria Street

191 - 192

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

RESOLVED that By-Law 2024-167 being a by-law to declare the City owned property legally described as PIN 31613-0177(LT) LT 45-46 PL 58 AWENGE; SAULT STE. MARIE being civic 103 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owners, Rocky O'Neil and Gordon Dale Page and Cynthia Margaret Page or as otherwise directed be passed in open Council this 12th day of November, 2024.

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

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

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

14. Closed Session

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that this Council move into closed session to discuss four items concerning the proposed disposition of land;

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality or local board

15. Adjournment

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, October 21, 2024

5:00 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor A. Caputo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor R. Zagordo

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiell, N. Ottolino, J. King, D. Perri, N. Maione, J. Rody, S. Zuppa, F. Couture, J. Ricard, E. Cormier

14. Closed Session

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that this Council move into closed session to discuss one item concerning labour relations or employee negotiations.

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

Municipal Act R.S.O. 2002 – section 239 2 (d) labour relations or employee negotiations

Carried

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the Minutes of the Regular Council Meeting of October 1, 2024 and Special Council Meeting of October 10, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Bruce Mines Building Division Services By-Law Extension

The Town of Bruce Mines is a client of the law firm.

4.2 Mayor M. Shoemaker – By-law 2024-145 (Agreement) Bruce Mines Building Inspection Services Extension

The Town of Bruce Mines is a client of the law firm.

4.3 Councillor M. Scott – Algoma District School Board – Community Sport and Recreation Infrastructure Fund

Spouse is employed by Algoma District School Board.

5. Approve Agenda as Presented

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the Agenda for October 21, 2024 City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Presentations

6.1 Asset Management Presentation

Christiaan Lombard, Asset Management Lead and Luke Zhao, Asset Management Consultant, AECOM were in attendance by video.

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that all the items listed under date October 21, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.5, 7.9, 7.10, 7.12 and 7.14 be approved as recommended.

Carried

7.1 Sault Ste. Marie Region Conservation Authority

The 2025 draft proposed budget levy and 2025 proposed fee schedule policy were received by Council.

Corrina Barrett, General Manager was in attendance.

7.2 2025 Council Meeting Schedule

The report of the City Clerk was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the City Clerk dated October 21, 2024 concerning 2025 Council meeting schedule be received and that the proposed schedule be approved.

Carried

7.3 Sprinklers and Domestic Water Line Upgrades Phase 1 – Civic Centre

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

The relevant By-law 2024-150 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.4 Delegated Authority for Up-Front Funding for Concerts and Events at the GFL Memorial Gardens

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning Delegated Authority For Up-Front Funding for Concerts and Events at the GFL Memorial Gardens be received, that the CAO be delegated authority to approve up-front funding to a maximum of \$300,000 only for the purposes set out in this report, and that a request to transfer \$300,000 from the Contingency Reserve to the GFL Event Reserve be approved.

The relevant delegation by-law will appear on a future Agenda.

Carried

7.6 John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning the John Rhodes Community Centre Roof Replacement – NOHFC Contribution Agreement be received and that the 2022 Capital Budget be increased by \$530,000 for heat recovery system with net balance of the City share to be funded from internal debt.

The relevant By-law 2024-149 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Carried

7.7 Financial Assistance for National Sports Competition for Addison Charette

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for the National Sports Competition for Addison Charette be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of \$200 be approved.

Carried

7.8 Financial Assistance for National Sports Competition for Cassidy Lanteigne

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Recreation and Culture dated October 21, 2024 concerning Financial Assistance for National Sports Competition for Cassidy Lanteigne be received and that the recommendation of the Parks and Recreation Advisory Committee of a grant in the amount of \$200 be approved.

Carried

7.11 Roberta Bondar Marina Collec'Thor Project

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

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Sustainability Coordinator and Manager of Recreation and Culture dated October 21, 2024 concerning Bondar Marina Collec'Thor Project be received and that staff be directed to proceed with implementation should funding be received.

Carried

7.13 Public Works Fleet Renewal Plan – 2025

The report of the Deputy CAO, Public Works and Engineering Services was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the DCAO, Public Works and Engineering Services dated October 21, 2024 regarding Public Works fleet replacement plan be received and that the funding of this plan be referred to the 2025 budget deliberation session.

Carried

7.14 Self-Cleaning Public Toilets

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Deputy CAO, Public Works and Engineering Services and Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning Self-Cleaning Public Toilets be received and that a request be submitted to the 2025 budget process for a self-cleaning washroom at Clergue Park.

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

October 21, 2024 Council Minutes

Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	4	4	0	3

Tied, Defeated

Moved by: Councillor A. Caputo
 Seconded by: Councillor M. Bruni

Resolved that staff be requested to obtain costing for a traditional toilet facility with annual operating costs as well as the annual cost of a portable toilet including maintenance.

	For	Against	Conflict	Absent
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour				X
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	3	5	0	3

Defeated

7.15 Landfill Business and Implementation Plan

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Landfill Business and Implementation Plan be received and that the Waste Management System Business Plan be approved.

Carried

7.16 Biosolids and Source Separated Organics Facility

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Development and Environmental Engineering dated October 21, 2024 concerning the Biosolids and Source Separated Organics facility be received and that Council approve, in principle, the proposed Biosolids and Source Separated Organics Facility at a current estimated project cost of \$56 million with further updates to be provided as the detail design is completed.

Carried

7.17 Operations Agreements with the Township of Prince

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

The relevant By-laws 2024-152, 2024-153, and 2024-154 are listed under item 12 of the Agenda and will be read with all By-laws under that item.

7.18 Amendment to the Establishing and Regulating By-Law for Fire Services

The report of the Fire Chief was received by Council.

The relevant By-law 2024-148 is listed under item 12 of the Minutes.

7.19 Fire Apparatus Procurement

The report of the Fire Chief was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Fire Chief dated October 21, 2024 concerning Fire Apparatus Procurement received and that one pumper be included in the 2025 capital budget and one

pumper be included in the 2026 capital budget funded from internal debt with debt servicing of \$90,000 added to each of the 2025 and 2026 budget.

Carried

7.20 Open-Air Burning By-law

The report of the Deputy Fire Chief, Prevention, Education and Emergency Management was received by Council.

The relevant By-law 2024-147 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.21 Review of Fire Prevention User Fees and Service Charges

The report of the Deputy Fire Chief – Fire Prevention, Education and Emergency Management was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that the report of the Deputy Fire Chief – Fire Prevention, Education and Emergency Management dated October 21, 2024 concerning the Review of Fire Prevention User Fees and Service Charges be received as information.

Carried

7.22 Update on Vacant Building Enforcement

The report of the Solicitor/Prosecutor and the Manager of Building and By-law was received by Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Resolved that the report of the Solicitor/Prosecutor and the Manager of Building and By-law dated October 21, 2024 concerning Update on Vacant Building Enforcement be received as information.

Carried

7.23 General Insurance Services – Contract Extension

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

The relevant By-law 2024-156 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 HART (Homelessness, Addictions Recovery and Treatment) Hub in Sault Ste. Marie

Correspondence from Mayor Shoemaker to the Deputy Premier and Minister of Health was received by Council.

7.25 Memorandum of Settlement with the Sault Ste. Marie Professional Firefighters Association, Local 529

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Human Resources dated October 21, 2024 concerning Memorandum of Settlement with Sault Ste. Marie Professional Firefighters Association be received and that the Memorandum of Settlement be ratified.

A By-law authorizing execution of the Agreement will appear on a subsequent Council Agenda.

Carried

7.5 Algoma District School Board – Community Sport and Recreation Infrastructure Fund

Councillor M. Scott declared a conflict on this item. (Spouse is employed by Algoma District School Board.)

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

Patricia Jennings made a delegation to Council in opposition.

Moved by: Councillor M. Bruni

Seconded by:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 21, 2024 concerning the Algoma District School Board's request regarding the Community Sport and Recreation Infrastructure Fund be received and that Council approve an application on behalf of the City in collaboration with Algoma District School Board to establish a dome and rubberized track at Superior Heights Collegiate and Vocational School.

Amendment:

Moved by:

Seconded by: Councillor S. Hollingsworth

Resolved that the main motion be amended by adding the words "and that staff be required to return to Council to confirm site plan controls if this proposal is successful".

No seconder for the main motion, no mover for the amendment.

Officially read and not dealt with

7.9 Bruce Mines Building Division Services By-Law Extension

Mayor M. Shoemaker declared a conflict on this item. (The Town of Bruce Mines is a client of the law firm.)

The report of the Chief Building Official was received by Council.

The relevant By-law 2024-145 is listed under item 12 of the Minutes.

7.10 Bike Shelter Pilot Project

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

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that the report of the Sustainability Coordinator and the Manager of Recreation and Culture dated October 21, 2024 concerning Bike Shelter Pilot Project be received and that staff be directed to proceed with implementation if funding is received from the CDF Green Initiatives Fund.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	4	4	0	3

Tied, Defeated

7.12 Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake

The report of the Sustainability Coordinator was received by Council.

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

Resolved that the report of the Sustainability Coordinator dated October 21, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q3 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the three projects as follows be approved:

- École Notre-Dame-du-Sault Hydroponic Tower Garden Project – \$5,495.40;
- FH Clergue Tree and Pollinator Plant Project – \$4,124.75; and
- Habitat for Humanity Kitchen Salvage Program Project – \$5,000.

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

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.2.1 Development and Implementation of a Vacant Home Tax

The report of the Manager of Taxation and Junior Planner was received by Council.

Moved by: Councillor M. Bruni
 Seconded by: Councillor A. Caputo

Resolved that the report of the Manager of Taxation and Junior Planner dated October 21, 2024 concerning the Development and Implementation of a Vacant Home Tax be received and that Council:

1. Adopt the Vacant Home Tax program;
2. Approve the program administration expenses, as set out in the estimates, with 2025 expenses to be funded from a contingency reserve to backstop the administration costs until revenue is received in 2026 to maintain a \$0 levy impact for implementation; and
3. Approve a new reserve to direct any resulting surplus revenue, after all administrative costs have been recovered, to be used for purposes of housing-related programs, projects, and initiatives.

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

Amendment:

Moved by: Councillor M. Bruni
 Seconded by: Councillor A. Caputo

Resolved that the main motion be amended to include a rate of 4% rather than the recommended 3% commencing January 1, 2025 based on vacancy data for 2024.

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

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 Downtown Business Improvement Area

Kristi Cistaro, Treasurer, Downtown Association was in attendance.

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that Kristi Cistaro, Treasurer, Downtown Association be permitted to speak to Agenda item 9.1.

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

Moved by: Councillor S. Hollingsworth
 Seconded by: Councillor C. Gardi

Whereas the City of Sault Ste. Marie has had a Business Improvement Area known as the Downtown Association (formerly the Queenstown Association) since 1976, a time when Queen Street was the major commercial district within the community; and

Whereas since 1976, commercial activity in the community has become more spread out throughout the community, including the expansion of the mall, redevelopment of the St. Mary's Paper site into the Canal District, and expansion of offerings on Great Northern Road, Northern Avenue and Trunk Road; and

Whereas downtowns have, over the course of several decades, transformed from being solely commercial hearts of communities, to being the social hearts of a community, hosting festivals and events, all while continuing to offer commercial and retail draws; and

Whereas it is prudent to review if the model for downtown marketing and promotion that worked in 1976 continues to be the best model for our Downtown, recognizing that the community's definition of downtown is different than the Downtown Association's geographic boundaries; and

Whereas if Council believes downtown development is a community priority, it should be supported by the community, not just those businesses that front directly on Queen Street between Gore Street and Pim Street; and

Whereas dissolution of a Business Improvement Area is an option available to municipalities under the *Municipal Act, 2001*; and

Now Therefore Be It Resolved that staff be requested to investigate how comparable communities are activating, promoting and marketing their Downtowns, and report to Council on options available to it, either with a recommendation or with options from which Council could choose to best activate, promote and market Sault Ste. Marie's downtown.

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

9.2 Provincial Interference in Bike Lane Allocation

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

Whereas currently municipal transportation decisions are made by municipal officials informed by local knowledge and in consultation with local residents; and

Whereas the Ontario government has stated it will introduce legislation that, if passed, would require municipalities to get provincial approval before building any new bike lanes that reduce lanes of vehicle traffic and would force municipalities to demonstrate any proposed bike lanes will not have a "negative impact on vehicle traffic,"; and

Whereas this undermines local authority and municipal planning, specifically the Active Transportation Master Plan; and

Whereas the Association of Municipalities of Ontario, which represents 444 municipalities in the Province has stated “It is unclear how The Ministry of Transportation will be in a better position to make decisions about local matters”; and

Whereas, if passed, this legislation would be adding more red tape to advancing Active Transportation initiatives across the province

Now Therefore Be It Resolved that Mayor Shoemaker write a letter to the Honourable Doug Ford, Premier of Ontario and the Honourable Prabmeet Sarkaria expressing The City of Sault Ste Marie’s opposition to this proposed legislation

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo				X
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	5	3	0	3

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that all By-laws under item 12 of the Agenda under date October 21, 2024 save and except By-laws 2024-145 and 2024-155 be approved.

Carried

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

12.1.2 By-law 2024-146 (Engineering) East End Wastewater Treatment Plant Settlement Mitigation Design

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-146 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for East End Wastewater Treatment Plant Settlement Mitigation Design be passed in open Council this 21st day of October, 2024.

Carried

12.1.3 By-law 2024-147 (Fire Services) Open Air Burning

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-Law 2024-147 being a by-law governing open-air burning within the City of Sault Ste. Marie be passed in open Council this 21st day of October, 2024.

Carried

12.1.4 By-law 2024-148 (Fire Services) Re-establish and Regulate Amendment to By-law 2020-211

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-Law 2024-148 being a by-law to amend By-Law 2020-211 (being a by-law to re-establish and regulate a fire service for the City of Sault Ste. Marie) be passed in open Council this 21st day of October, 2024.

Carried

12.1.5 By-law 2024-149 (Agreement) John Rhodes Community Centre Upgrades – Northern Ontario Heritage Fund Corporation Contribution Agreement

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-149 being a by-law to authorize the execution of the Agreement between the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the roof replacement and heat recovery system project at the John Rhodes Community Centre (JRCC) be passed in open Council this 21st day of October, 2024.

Carried

12.1.6 By-law 2024-150 (Agreement) Civic Centre Sprinkler and Water Line Upgrades

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-Law 2024-150 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the Civic Centre Sprinklers and Domestic Water Line upgrade be passed in open Council this 21st day of October, 2024.

Carried

12.1.7 By-law 2024-152 (Agreement) Prince Township Winter Maintenance

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-152 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for winter control maintenance be passed in open Council this 21st day of October, 2024.

Carried

12.1.8 By-law 2024-153 (Agreement) Prince Township Road Maintenance

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-153 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for road maintenance be passed in open Council this 21st day of October, 2024.

Carried

12.1.9 By-law 2024-154 (Agreement) Prince Township Refuse

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-154 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the disposal of refuse at the City's landfill site be passed in open Council this 21st day of October, 2024.

Carried

12.1.11 By-law 2024-156 (Agreement) General Insurance Services Extension (Intact Public Entities Inc.)

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-law 2024-156 being a by-law to authorize the execution of the Extension Agreement between the City and Intact Public Entities Inc. to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year be passed in open Council this 21st day of October, 2024.

Carried

12.1.1 By-law 2024-145 (Agreement) Bruce Mines Building Inspection Services Extension

Mayor M. Shoemaker declared a conflict on this item. (The Town of Bruce Mines is a client of the law firm.) Councillor M. Scott assumed the chair as Acting Mayor.

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-Law 2024-145 being a by-law to authorize the execution of the Extension Agreement between the City and The Corporation of the Town of Bruce Mines to extend the plans examination and building inspection services agreement be passed in open Council this 21st day of October, 2024.

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

Carried

12.1.10 By-law 2024-155 (Municipal Vacant Home Tax)

Moved by: Councillor S. Kinach

Seconded by: Councillor A. Caputo

Resolved that By-Law 2024-155 being a by-law to establish a vacant home tax in the City of Sault Ste. Marie be passed in open Council this 21st day of October, 2024.

Not dealt with. To be amended per Agenda item 8.2.1 and appear on a future Council Agenda.

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

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

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

15. Adjournment

Moved by: Councillor M. Bruni

Seconded by: Councillor A. Caputo

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Sault Ste. Marie
POLICE

2025 POLICE SERVICES BUDGET

Presented To

City of Sault Ste.
Marie Council
November 12, 2024

Presented By

Chief Hugh E. Stevenson M.O.M.,
Ed.D

John Bruno, Police Services Board
Chair

Angela Davey, CPA, CA., Manager,
Finance Services

2025 Budget Highlights

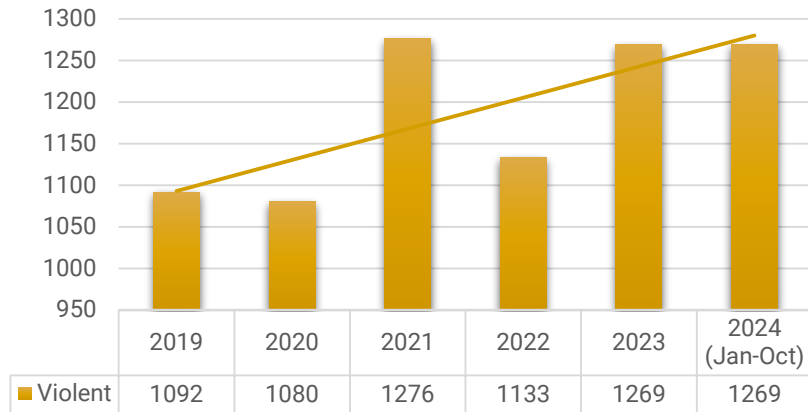
- Continued rollout of Division 2 – 180 Brock Street
 - Annual ongoing costs currently about \$430K. Cost of services such as utilities are unknown at this time and have been estimated for budget purposes.
- Implementation of new Community Safety and Policing Act
 - Requirements of the CSPA have resulted in \$1,031,637 in additional costs to the SSMPS budget in 2025 with 96% of these costs ongoing annually
- CBA increases – contracts expire end of 2026
 - 2.03% in salaries plus approximately 1% increase in benefits

Fiscal responsibility

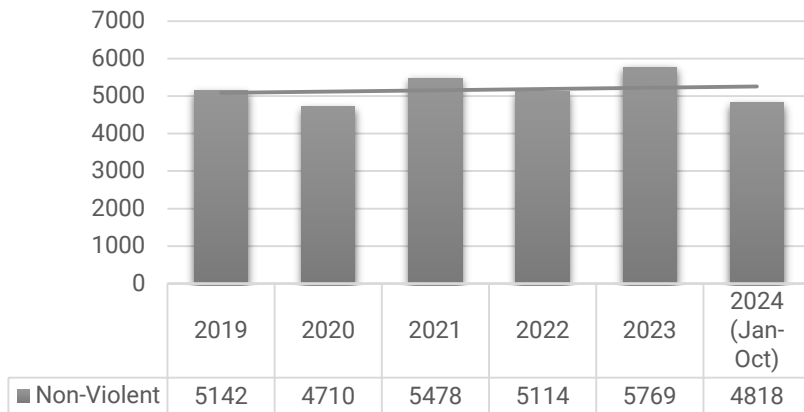
- The Board's Finance Committee decreased operating and capital expenditures from 5.92% to 2.68%.
- The Consumer Price Index (CPI) has increased 2% over the last 12 months. We have added the cost of the new CSPA to account for putting us slightly ahead of the CPI.
- The new CSPA has put mandated requirements on
 - Firearms and training.
 - It has increased the transparency of policing through increased mechanisms to review police actions -adding additional investigative and legal costs.
 - It has expanded the responsibilities of Special Constables to allow these roles to take on duties previously only provided by sworn officers.

Changing times...

Violent Crimes



Non-Violent



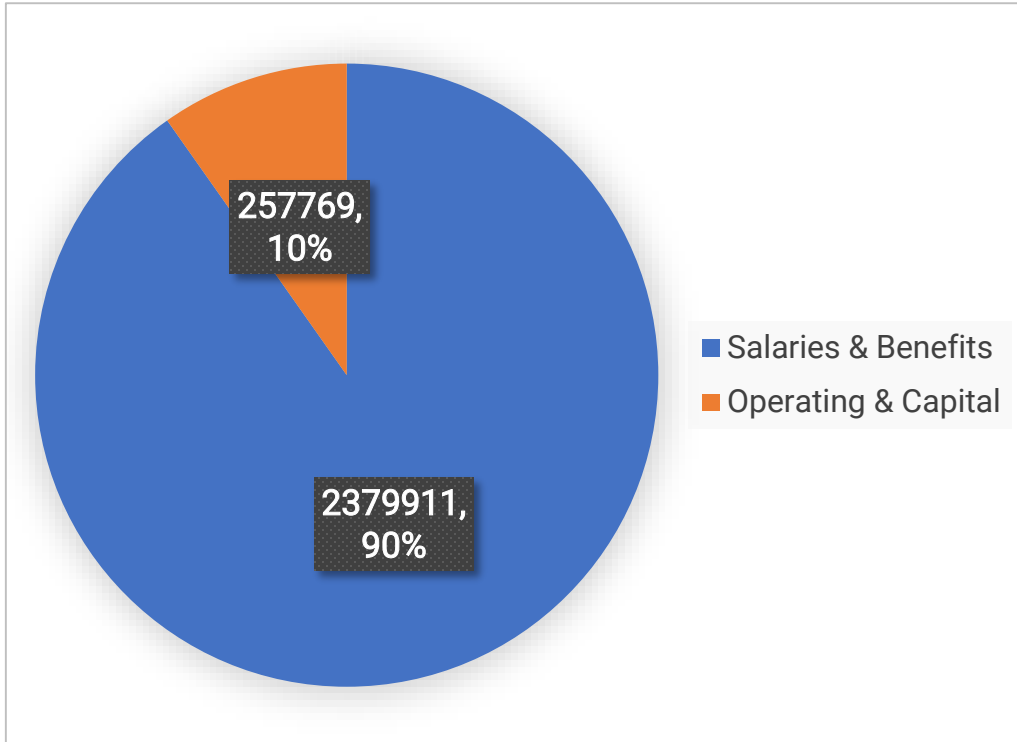
Violent and Non-Violent Crimes

<u>Year</u>	<u>Violent</u>	<u>Non-Violent</u>
2019	1092	5142
2020	1080	4710
2021	1276	5478
2022	1133	5114
2023	1269	5769
2024 (Jan-Oct)	1269	4818



Sault Ste. Marie
POLICE

Budget makeup 2025



% increases over last year's budget:

Salaries & benefits(CBA)	6.4%
Operating & capital (Mgt)	0.7%
Revenue decrease	<u>1.09%</u>
Total increase	8.19%



Manpower costs (06.4%)

- Division 2 plan was to hire 7 officers per year starting in 2025.
- As a result of limits on seats at OPC (currently 12 annually) and our current rate of attrition (expecting 9 to leave in 2025), we are unable to reflect these 7 FTE's in our 2025 budget.
- This budget includes only 3 officer FTE's above 2024 complement to help staff Division 2.
- This budget reflects an increase in dispatchers (4) in order to meet the demands of NG911 which goes live nationwide in March 2025.
- This budget also reflects an increase in Special Constables (3 FT and 4 PT) to allow for the added duties as provided in the new CSPA.
- Along with the CBA increases, these are the reasons for the increase to salaries and benefits in 2025.



Constable vs. Special Constable

The new act expands the use of special constables to perform some duties previously performed by officers. This includes:

- Prisoner transport (out of city)
- Scene security
- Bike patrols
- Duty officer (front desk)
- Serving subpoenas
- Point guard (parades)

Cost of:	Constable	Sp. Constable
Salary	118,112.65	80,236.00
Approx. benefits	35,433.80	24,070.80
Total S&B	153,546.45	104,306.80



Items of Note in 2025

- **Expansion of high quality technology.** 2025 is the second year of the Axon product rollout with in-car cameras now installed and body-worn cameras being installed now. This is a 10-year package approved by the Board in 2023 allowing for upgrades to equipment at minimal additional cost within the 10-year time frame.
- **Support to members** for their mental health with increased Safeguard assessments, increased capacity for reintegration after being off on leave, and the launch of a new EAP program at an additional cost of \$25,000.
- **Recruiting challenges.** Additional cost of \$15,000, as well as “out of the box” initiatives to make SSMPS an employer of choice. There is also an additional \$15,000 in costs to recruit and train Special Constables under the new CSPA.
- **OPTIC/JTS has increased membership costs and downloaded cloud storage costs to municipalities** at a cost of about \$236,000 to SSMPS. Membership costs went from \$85/member to \$197/member)
- **Succession plan for the K9 Unit**, initiating Canine Selection process in 2025 which includes the cost of a new dog. Training and the purchase of a dog and kennel is approximately \$120,000.
- **Revenues decreased** as we had 2 small one-time grants in 2024.

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

October 22, 2024

The Honourable Doug Ford, Premier of Ontario
Legislative Building, Queen's Park
Room 281
Toronto, Ontario
M7A 1A1

Premier Ford:

I am writing further to a resolution passed by the City of Sault Ste. Marie's City Council on October 21, 2024 – attached hereto for your reference – regarding Bill 212.

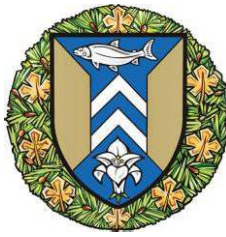
The City of Sault Ste. Marie stands in opposition to this proposed legislation, as it represents an overreach by your government into municipal jurisdiction. Northern Ontario municipalities already face the consequences of decisions made at Queen's Park that often prioritize Southern Ontario, with Northern Ontario being an afterthought. We urge you not to exacerbate this challenging situation.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Shoemaker".

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

CC The Honourable Prabmeet Sarkaria, Minister of Transportation
Ross Romano, Sault Ste. Marie MPP



CITY COUNCIL RESOLUTION
Regular Council Meeting

Agenda Number: 9.2
Title: Provincial Interference in Bike Lane Allocation
Date: Monday, October 21, 2024

Mover: Councillor A. Caputo
Seconded: Councillor S. Spina

Whereas currently municipal transportation decisions are made by municipal officials informed by local knowledge and in consultation with local residents; and

Whereas the Ontario government has stated it will introduce legislation that, if passed, would require municipalities to get provincial approval before building any new bike lanes that reduce lanes of vehicle traffic and would force municipalities to demonstrate any proposed bike lanes will not have a "negative impact on vehicle traffic,"; and

Whereas this undermines local authority and municipal planning, specifically the Active Transportation Master Plan; and

Whereas the Association of Municipalities of Ontario, which represents 444 municipalities in the Province has stated "It is unclear how The Ministry of Transportation will be in a better position to make decisions about local matters"; and

Whereas if passed, this legislation would be adding more red tape to advancing Active Transportation initiatives across the province:

Now Therefore Be It Resolved that Mayor Shoemaker write a letter to the Honourable Doug Ford, Premier of Ontario and the Honourable Prabmeet Sarkaria expressing The City of Sault Ste Marie's opposition to this proposed legislation.

CARRIED

Matthew Shoemaker

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

October 22, 2024

Ross Romano
MPP, Sault Ste. Marie
Suite 102, 390 Bay St.
Sault Ste Marie, ON P6A 1X2

MPP Romano:

I am reaching out to express my full support of the proposal submitted to the Government of Ontario by Annette Katajamaki, CEO of The Canadian Mental Health Association of Algoma, and Contributing Partners for a HART (Homelessness, Addictions Recovery & Treatment) Hub in Sault Ste. Marie.

As you are aware, the mental health and addictions crisis remains a foremost concern for the City. The most recent [data from Algoma Public Health](#) shows that our community has higher than provincial average rates of opioid-related emergency department visits, opioid-related hospitalizations and opioid-related deaths.

We badly need increased support from the Government of Ontario and we need it now. I urge you to advocate within your government for Sault Ste. Marie to be chosen as a HART Hub location. Do not hesitate to let me know if any further information is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Shoemaker'.

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

November 4, 2024

Honourable Sylvia Jones
Minister of Health
777 Bay Street, 5th Floor
Toronto, ON
M7A 2J3

Dear Minister Jones:

I am writing to address recent concerning data released by the Office of the Chief Coroner for Ontario, which shows that Sault Ste. Marie continues to have the highest rate of opioid-related deaths in the province, along with rates of emergency department visits and hospitalizations that are significantly above average.

These statistics underscore the urgent need for increased support from the Government of Ontario, particularly through the establishment of a HART (Homelessness, Addictions Recovery & Treatment) Hub in Sault Ste. Marie. I am fully supportive of the proposal submitted by the Canadian Mental Health Association of Algoma and contributing partners, outlining a comprehensive plan for a HART Hub in our community. This application clearly demonstrates both the need for such a facility and how it would be effectively utilized.

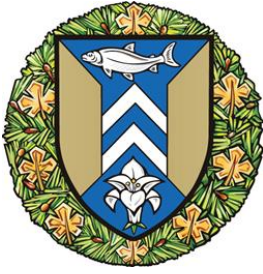
During our meeting at the 2024 AMO Conference, I presented you with a collection of letters from Sault Ste. Marie residents sharing their personal experiences with the mental health and addictions crisis. As part of the City's advocacy for the HART Hub, I am also encouraging community members to send you further correspondence that details their experiences and reiterates the critical need for a facility of this nature to be located in Sault Ste. Marie.

I recognize that the mental health and addictions crisis is affecting communities across Ontario. However, the data makes a compelling case for prioritizing Sault Ste. Marie as your government begins implementing its new treatment strategy. These letters will help provide a deeper understanding of our community's needs and reinforce the urgency of our request.

Sincerely,

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

CC Ross Romano, Sault Ste. Marie MPP



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair, CAO
DEPARTMENT: Chief Administrative Officer
RE: Former SAH Site RFP Update

Purpose

The purpose of this report is to provide an update regarding the RFP process for the former Sault Area Hospital (SAH) site located at 995 and 941 Queen Street East and 10 Lucy Terrace.

Background

On October 1, 2024, City Council approved the purchase of the former SAH site and authorized staff to conduct a Request for Proposals process to sell the land. The RFP process closed on November 4, 2024 with three submissions received.

Analysis

Staff have reviewed the submissions and the selection committee reached consensus on a preferred proponent. The submission from this proponent requires further clarification on certain components of the submission.

Staff aim to conclude these discussions and bring back a report to Council at a future Council meeting. It is anticipated this report will include a recommendation and seek Council approval to finalize an agreement of purchase and sale.

Financial Implications

There are no financial implications to report at this time.

Strategic Plan / Policy Impact / Climate Impact

The sale of the former Sault Area Hospital site aligns with the corporate strategic plan in the following areas:

- Create social and economic activity
- Maximize economic development and investment
- Foster a vibrant downtown area

Recommendation

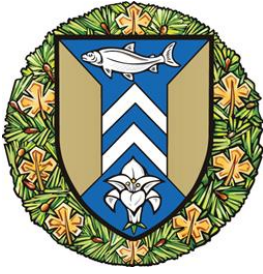
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated November 12, 2024 concerning the RFP of the former Sault Area Hospital site be received as information.

Former SAH Site RFP Update
November 12, 2024
Page 2.

Respectfully submitted,

Tom Vair
CAO
705.759.5347
cao.vair@cityssm.on.ca



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Facey, Manager of Finance
DEPARTMENT: Corporate Services
RE: Third Quarter Financial Report – September 30, 2024

Purpose

The purpose of this report is to provide Council with the third quarter financial report for 2024.

Background

Council reviews unaudited financial reports on a quarterly basis.

Analysis

The third quarter financial results are presented for Council's information. At this time, the financial information does not indicate any significant variances. Generally, departments are trending on budget, as evident in Appendix A.

There are several known vacancies within the City, and it's a safe assumption to state that the City will be surplus within salaries and benefits overall; however, an amount is difficult to predict at this time. At first glance, salaries and benefits appear to be underspent. Transactions remain above and beyond what is currently spent, such as retroactive, overtime, and vacation payouts that will form part of the year-end position. Once the fourth quarter is complete, staff will return with a detailed analysis of salary gapping similar to what was provided for 2023 year-end.

Winter Control reflects the same anticipated surplus range of \$250,000 to \$400,000 mentioned in the second quarter financial report. This assumes that winter conditions reflect what is anticipated for October through December.

Another area that will most likely surplus in 2024 is the City's investment income. Due to better than average interest rates, the City is able to earn additional revenues on cash and reserve balances. Interest rates are anticipated to decline in the near future, however, a surplus of approximately \$300,000 can be anticipated for 2024.

The 2024 budget also included a contribution from own funds from the tax stabilization reserve to reduce the levy change to taxpayers. Should the City be in a surplus position, this contribution will not be required, which will also impact the

City's year-end position. In the fourth quarter report, staff will outline how the official surplus or deficit is directed.

The third quarter represents a positive assessment growth of 0.29%, as highlighted in Appendix B. In addition to this, building permits have a value of approximately \$149.4 million year to date. In 2023, the year-to-date construction value totaled \$130.8 million.

Finally, a summary of the 2024 capital program is included for Council's information. This information reflects actual expenditures and commitments equating to 34%. This percentage is lower than anticipated due to the timing issues and commitments for various projects such as the Biosolids project, work at both the East and West End Treatment Plants, procurement for fleet, which requires lead time, such as pumper trucks for Fire Services, and the John Rhodes Roof not tendered yet.

Financial Implications

There are no direct financial implications at this time.

The intent of the quarterly financial reports is to provide actual expenditures, both operating and capital, for the given period of time. Staff, if able to do so, also try to provide Council a projected position at the end of the year.

A significant variance is not anticipated for the 2024 year-end at this time. Staff will continue to provide additional information to Council in future reports.

Strategic Plan / Policy Impact / Climate Impact

This financial reporting is not an activity directly related to the strategic plan or climate action plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Finance dated November 12, 2024 concerning Third Quarter Financial Report – September 30, 2024 be received as information.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@cityssm.on.ca

City of Sault Ste. Marie - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25.00%	September	
REVENUE						
Taxation	(\$143,247,329.65)	(\$143,335,325.00)	(\$87,995.35)	0.06%	(\$136,815,594.69)	(\$136,832,579.00)
Payment in lieu of taxes	(\$3,060,223.17)	(\$4,888,407.00)	(\$1,828,183.83)	37.40%	(\$3,063,272.48)	(\$4,573,680.00)
Fees and user charges	(\$27,705,500.87)	(\$34,645,433.00)	(\$6,939,932.13)	20.03%	(\$25,194,105.08)	(\$30,517,261.00)
Government grants	(\$15,419,313.40)	(\$20,697,425.00)	(\$5,278,111.60)	25.50%	(\$15,884,762.89)	(\$20,330,845.00)
Interest and investment income	(\$5,197,785.78)	(\$6,289,000.00)	(\$1,091,214.22)	17.35%	(\$6,036,813.41)	(\$4,780,000.00)
Contribution from own funds	(\$4,200.00)	(\$1,766,416.00)	(\$1,762,216.00)	99.76%	-33109.04	(\$2,125,143.00)
Other income	(\$2,577,682.43)	(\$2,839,746.00)	(\$262,063.57)	9.23%	(\$2,550,529.31)	(\$2,962,354.00)
	(\$197,212,035.30)	(\$214,461,752.00)	(\$17,249,716.70)	8.04%	(\$189,578,186.90)	(\$202,121,862.00)
EXPENDITURES						
Salaries	\$39,031,756.27	\$55,281,452.00	\$16,249,695.73	29.39%	\$37,166,694.77	\$51,624,164.00
Benefits	\$11,725,765.19	\$16,046,059.00	\$4,320,293.81	26.92%	\$10,812,202.57	\$15,435,563.00
TOTAL SALARIES/BENEFITS	\$50,757,521.46	\$71,327,511.00	\$20,569,989.54	28.84%	\$47,978,897.34	\$67,059,727.00
Travel and training	\$310,081.30	\$554,862.00	\$244,780.70	44.12%	\$286,378.79	\$572,357.00
Vehicle allowance, maintenance and repairs	\$3,804,148.16	\$3,818,192.00	\$14,043.84	0.37%	\$4,062,207.54	\$3,765,223.00
Utilities and fuel	\$6,876,980.26	\$12,266,830.00	\$5,389,849.74	43.94%	\$7,420,953.54	\$11,715,586.00
Materials and supplies	\$6,271,468.89	\$6,763,401.00	\$491,932.11	7.27%	\$5,539,933.73	\$6,452,127.00
Maintenance and repairs	\$2,749,809.69	\$3,377,187.00	\$627,377.31	18.58%	\$2,280,901.64	\$2,737,886.00
Program expenses	\$833,576.98	\$911,192.00	\$77,615.02	8.52%	\$620,511.26	\$916,195.00
Goods for resale	\$662,773.73	\$772,271.00	\$109,497.27	14.18%	\$514,130.67	\$641,171.00
Rents and leases	\$156,096.87	\$172,557.00	\$16,460.13	9.54%	\$151,892.27	\$172,557.00
Taxes and licenses	\$2,618,213.57	\$2,978,736.00	\$360,522.43	12.10%	\$2,252,639.84	\$2,552,803.00
Financial expenses	\$1,613,283.73	\$2,514,688.00	\$901,404.27	35.85%	\$1,425,587.29	\$2,597,621.00
Purchased and contracted services	\$7,136,916.57	\$10,416,009.00	\$3,279,092.43	31.48%	\$8,379,348.66	\$11,060,089.00
Grants to others	\$48,526,169.81	\$66,390,962.00	\$17,864,792.19	26.91%	\$44,800,339.55	\$61,384,243.00
Long term debt	\$663,557.37	\$1,400,000.00	\$736,442.63	52.60%		\$1,866,135.00
Transfer to own funds	\$1,525,873.44	\$30,646,480.00	\$29,120,606.56	95.02%	\$2,143,566.31	\$28,482,578.00
Capital expense	\$304,471.89	\$406,004.00	\$101,532.11	25.01%	\$260,558.16	\$400,694.00
Clearing accounts			\$0.00	0.00%		
Less: recoverable costs	(\$301,653.67)	(\$255,130.00)	\$46,523.67	(18.24%)	(\$227,031.41)	(\$255,130.00)
TOTAL OTHER EXPENSES	\$83,751,768.59	\$143,134,241.00	\$59,382,472.41	41.49%	\$79,911,917.84	\$135,062,135.00
	\$134,509,290.05	\$214,461,752.00	\$79,952,461.95	37.28%	\$127,890,815.18	\$202,121,862.00
NET (REVENUE)/EXPENDITURE	(\$62,702,745.25)	\$0.00	\$62,702,745.25	0.00%	(\$61,687,371.72)	\$0.00
Mayor and Council	502,955.38	700,673.00	197,717.62	28%		
Chief Administrative Officer	385,294.13	436,000.00	50,705.87	12%		
Corporate Services	5,263,792.84	7,506,602.00	2,242,809.16	30%		
Legal	4,150,041.02	5,933,673.00	1,783,631.98	30%		
Fire Services	11,127,457.42	15,996,095.00	4,868,637.58	30%		
Public Works and Engineering	32,122,826.36	49,629,366.00	17,506,539.64	35%		
Community Development and Enterprise	12,360,662.34	20,889,541.00	8,528,878.66	41%		
Levy Board	18,501,924.75	24,794,407.00	6,292,482.25	25%		
Outside Agencies	31,478,958.75	41,995,055.00	10,516,096.25	25%		
Corporate	(179,260,215.61)	(176,674,355.00)	2,585,860.61	-1%		
Capital and Debt	663,557.37	8,792,943.00	8,129,385.63	92%		

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
EXPENDITURES						
Salaries	\$375,287.24	\$529,844.00	\$154,556.76	29.17%	\$339,708.75	\$497,764.00
Benefits	\$59,838.94	\$74,834.00	\$14,995.06	20.04%	\$52,138.61	\$82,524.00
TOTAL SALARIES/BENEFITS	\$435,126.18	\$604,678.00	\$169,551.82	28.04%	\$391,847.36	\$580,288.00
Travel and training	\$22,397.38	\$20,000.00	(\$2,397.38)	(11.99%)	\$14,953.57	\$20,000.00
Vehicle allowance, maintenance and repairs	\$26,269.40	\$35,675.00	\$9,405.60	26.36%	\$25,691.03	\$35,675.00
Materials and supplies	\$16,489.37	\$23,220.00	\$6,730.63	28.99%	\$58,285.67	\$64,996.00
Purchased and contracted services	\$2,649.01	\$2,100.00	(\$549.01)	(26.14%)	\$1,726.26	\$2,100.00
Grants to others		\$15,000.00	\$15,000.00	100.00%		\$35,000.00
Capital expense	\$24.04		(\$24.04)	0.00%		
TOTAL OTHER EXPENSES	\$67,829.20	\$95,995.00	\$28,165.80	29.34%	\$100,656.53	\$157,771.00
	\$502,955.38	\$700,673.00	\$197,717.62	28.22%	\$492,503.89	\$738,059.00
NET (REVENUE)/EXPENDITURE	\$502,955.38	\$700,673.00	\$197,717.62	28.22%	\$492,503.89	\$738,059.00

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
Other income	(\$52,500.00)		\$52,500.00	0.00%		
	(\$52,500.00)	\$0.00	\$52,500.00	0.00%	\$0.00	\$0.00
EXPENDITURES						
Salaries	\$338,026.32	\$332,926.00	(\$5,100.32)	(1.53%)	\$227,941.91	\$309,986.00
Benefits	\$63,205.30	\$80,543.00	\$17,337.70	21.53%	\$57,061.09	\$77,478.00
TOTAL SALARIES/BENEFITS	\$401,231.62	\$413,469.00	\$12,237.38	2.96%	\$285,003.00	\$387,464.00
Travel and training	\$5,118.52	\$4,260.00	(\$858.52)	(20.15%)	\$6,273.82	\$4,260.00
Vehicle allowance, maintenance and repairs	\$3,803.84	\$4,500.00	\$696.16	15.47%	\$3,689.44	\$4,500.00
Materials and supplies	\$9,600.67	\$13,591.00	\$3,990.33	29.36%	\$16,860.62	\$13,591.00
Purchased and contracted services	\$284.93	\$30.00	(\$254.93)	(849.77%)		\$30.00
Grants to others	\$17,591.76		(\$17,591.76)	0.00%		
Capital expense	162.79	\$150.00	(\$12.79)	(8.53%)		\$150.00
TOTAL OTHER EXPENSES	\$36,562.51	\$22,531.00	(\$14,031.51)	(62.28%)	\$26,823.88	\$22,531.00
	\$437,794.13	\$436,000.00	(\$1,794.13)	(0.41%)	\$311,826.88	\$409,995.00
NET (REVENUE)/EXPENDITURE	\$385,294.13	\$436,000.00	\$50,705.87	11.63%	\$311,826.88	\$409,995.00

Corporate Services - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
Fees and user charges	(\$109,233.39)	(\$126,643.00)	(\$17,409.61)	13.75%	(\$111,947.56)	(\$121,840.00)
Government grants		(\$150,000.00)	(\$150,000.00)	100.00%		
Contribution from own funds			\$0.00	0.00%	(\$33,109.04)	(\$50,000.00)
Other income	(\$144,236.09)	(\$119,666.00)	\$24,570.09	(20.53%)	(\$151,955.34)	(\$119,317.00)
	<u>(\$253,469.48)</u>	<u>(\$396,309.00)</u>	<u>(\$142,839.52)</u>	<u>36.04%</u>	<u>(\$297,011.94)</u>	<u>(\$291,157.00)</u>
EXPENDITURES						
Salaries	\$2,719,251.65	\$3,935,596.00	\$1,216,344.35	30.91%	\$2,599,635.21	\$3,847,123.00
Benefits	\$738,246.69	\$1,026,156.00	\$287,909.31	28.06%	\$696,274.42	\$1,043,257.00
TOTAL SALARIES/BENEFITS	<u>\$3,457,498.34</u>	<u>\$4,961,752.00</u>	<u>\$1,504,253.66</u>	<u>30.32%</u>	<u>\$3,295,909.63</u>	<u>\$4,890,380.00</u>
Travel and training	\$14,512.07	\$19,564.00	\$5,051.93	25.82%	\$14,924.16	\$19,564.00
Vehicle allowance, maintenance and repairs		\$620.00	\$620.00	100.00%	\$58.04	\$620.00
Materials and supplies	\$269,203.61	\$400,874.00	\$131,670.39	32.85%	\$243,780.96	\$295,519.00
Maintenance and repairs	\$1,237,371.74	\$1,523,520.00	\$286,148.26	18.78%	\$861,522.36	\$1,004,660.00
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%	\$9,600.00	\$19,200.00
Rents and leases	\$8,930.23	\$3,000.00	(\$5,930.23)	(197.67%)	\$24,931.25	\$3,000.00
Financial expenses	\$20,396.74	\$30,500.00	\$10,103.26	33.13%	\$23,870.44	\$60,500.00
Purchased and contracted services	\$415,976.95	\$751,031.00	\$335,054.05	44.61%	\$239,518.00	\$795,728.00
Grants to others	\$508.80	\$2,000.00	\$1,491.20	74.56%		\$2,000.00
Transfer to own funds		\$85,000.00	\$85,000.00	100.00%		\$85,000.00
Capital expense	\$83,263.84	\$105,850.00	\$22,586.16	21.34%	\$93,671.19	\$105,850.00
TOTAL OTHER EXPENSES	<u>\$2,059,763.98</u>	<u>\$2,941,159.00</u>	<u>\$881,395.02</u>	<u>29.97%</u>	<u>\$1,511,876.40</u>	<u>\$2,391,641.00</u>
	<u>\$5,517,262.32</u>	<u>\$7,902,911.00</u>	<u>\$2,385,648.68</u>	<u>30.19%</u>	<u>\$4,807,786.03</u>	<u>\$7,282,021.00</u>
NET (REVENUE)/EXPENDITURE	\$5,263,792.84	\$7,506,602.00	\$2,242,809.16	29.88%	\$4,510,774.09	\$6,990,864.00
IT	2,657,223.14	3,452,449.00	795,225.86	23.0%		
Finance	1,781,586.78	2,765,837.00	984,250.22	35.6%		
Clerk's	824,982.92	1,288,316.00	463,333.08	36.0%		

Legal Department - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
Fees and user charges	(\$1,329,049.27)	(\$1,535,037.00)	(\$205,987.73)	13.42%	(\$1,019,472.12)	(\$1,535,037.00)
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%		(\$1,540.00)
Interest and investment income	(\$15,032.64)		\$15,032.64	0.00%	(\$9,457.15)	
	<u>(\$1,344,081.91)</u>	<u>(\$1,536,577.00)</u>	<u>(\$192,495.09)</u>	<u>12.53%</u>	<u>(\$1,028,929.27)</u>	<u>(\$1,536,577.00)</u>
EXPENDITURES						
Salaries	\$1,526,451.17	\$2,228,104.00	\$701,652.83	31.49%	\$1,587,157.28	\$2,091,978.00
Benefits	\$1,189,797.78	\$1,643,904.00	\$454,106.22	27.62%	\$1,349,376.84	\$1,621,950.00
TOTAL SALARIES/BENEFITS	<u>\$2,716,248.95</u>	<u>\$3,872,008.00</u>	<u>\$1,155,759.05</u>	<u>29.85%</u>	<u>\$2,936,534.12</u>	<u>\$3,713,928.00</u>
Travel and training	\$39,498.95	\$117,706.00	\$78,207.05	66.44%	\$22,552.46	\$106,306.00
Vehicle allowance, maintenance and repairs	\$112.70	\$950.00	\$837.30	88.14%	\$249.57	\$300.00
Materials and supplies	\$69,490.18	\$111,766.00	\$42,275.82	37.83%	\$72,835.40	\$116,934.00
Maintenance and repairs	\$2,162.83	\$5,389.00	\$3,226.17	59.87%	\$5,471.73	\$5,389.00
Rents and leases	\$51,962.14	\$79,302.00	\$27,339.86	34.48%	\$54,722.64	\$79,302.00
Taxes and licenses	\$2,348,084.42	\$2,703,222.00	\$355,137.58	13.14%	\$1,989,298.40	\$2,289,098.00
Purchased and contracted services	\$257,010.85	\$551,507.00	\$294,496.15	53.40%	\$221,495.16	\$562,207.00
Capital expense	\$9,551.91	\$28,400.00	\$18,848.09	66.37%	\$6,647.70	\$28,400.00
TOTAL OTHER EXPENSES	<u>\$2,777,873.98</u>	<u>\$3,598,242.00</u>	<u>\$820,368.02</u>	<u>22.80%</u>	<u>\$2,373,273.06</u>	<u>\$3,187,936.00</u>
	<u>\$5,494,122.93</u>	<u>\$7,470,250.00</u>	<u>\$1,976,127.07</u>	<u>26.45%</u>	<u>\$5,309,807.18</u>	<u>\$6,901,864.00</u>
NET (REVENUE)/EXPENDITURE	\$4,150,041.02	\$5,933,673.00	\$1,783,631.98	30.06%	\$4,280,877.91	\$5,365,287.00
Legal	2,436,101.82	3,362,271.00	926,169.18	27.5%		
Human Resources	1,713,939.20	2,571,402.00	857,462.80	33.3%		

Fire Services - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem 25%	Actual To: September	2023
REVENUE						
Fees and user charges	(\$561,824.98)	(\$912,613.00)	(\$350,788.02)	38.44%	(\$822,863.37)	(\$802,615.00)
Other income	(\$53,693.15)	(\$3,375.00)	\$50,318.15	(1,490.91%)	(\$1,665.06)	(\$3,375.00)
	<u>(\$615,518.13)</u>	<u>(\$915,988.00)</u>	<u>(\$300,469.87)</u>	<u>32.80%</u>	<u>(\$824,528.43)</u>	<u>(\$805,990.00)</u>
EXPENDITURES						
Salaries	\$8,314,222.73	\$11,877,407.00	\$3,563,184.27	30.00%	\$8,261,899.77	\$11,304,060.00
Benefits	\$2,416,202.41	\$3,421,007.00	\$1,004,804.59	29.37%	\$2,273,618.50	\$3,344,939.00
TOTAL SALARIES/BENEFITS	<u>\$10,730,425.14</u>	<u>\$15,298,414.00</u>	<u>\$4,567,988.86</u>	<u>29.86%</u>	<u>\$10,535,518.27</u>	<u>\$14,648,999.00</u>
Travel and training	\$62,221.41	\$71,566.00	\$9,344.59	13.06%	\$73,422.66	\$121,220.00
Vehicle allowance, maintenance and repairs	\$271,726.18	\$244,600.00	(\$27,126.18)	(11.09%)	\$282,874.73	\$220,100.00
Utilities and fuel	\$164,430.86	\$363,000.00	\$198,569.14	54.70%	\$229,394.79	\$337,000.00
Materials and supplies	\$301,740.27	\$293,228.00	(\$8,512.27)	(2.90%)	\$282,344.60	\$285,920.00
Maintenance and repairs	\$160,963.57	\$165,636.00	\$4,672.43	2.82%	\$185,369.73	\$150,319.00
Financial expenses	\$4,081.06	\$4,000.00	(\$81.06)	(2.03%)	\$3,751.34	\$2,500.00
Purchased and contracted services	\$11,395.49	\$20,800.00	\$9,404.51	45.21%	\$14,792.03	\$19,300.00
Transfer to own funds		\$390,273.00	\$390,273.00	100.00%		\$380,689.00
Capital expense	\$35,991.57	\$60,566.00	\$24,574.43	40.57%	\$36,998.45	\$60,566.00
TOTAL OTHER EXPENSES	<u>\$1,012,550.41</u>	<u>\$1,613,669.00</u>	<u>\$601,118.59</u>	<u>37.25%</u>	<u>\$1,108,948.33</u>	<u>\$1,577,614.00</u>
	<u>\$11,742,975.55</u>	<u>\$16,912,083.00</u>	<u>\$5,169,107.45</u>	<u>30.56%</u>	<u>\$11,644,466.60</u>	<u>\$16,226,613.00</u>
NET (REVENUE)/EXPENDITURE	<u>\$11,127,457.42</u>	<u>\$15,996,095.00</u>	<u>\$4,868,637.58</u>	<u>30.44%</u>	<u>\$10,819,938.17</u>	<u>\$15,420,623.00</u>

Public Works & Engineering - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem 25%	Actual To: September	2023
REVENUE						
Fees and user charges	(\$3,148,302.66)	(\$3,726,999.00)	(\$578,696.34)	15.53%	(\$3,043,706.95)	(\$3,683,547.00)
Government grants	(\$129,555.54)	(\$238,721.00)	(\$109,165.46)	45.73%	(\$1,340,641.25)	(\$743,424.00)
Contribution from own funds		(\$247,122.00)	(\$247,122.00)	100.00%		(\$165,878.00)
Other income	(\$211,528.99)	(\$90,000.00)	\$121,528.99	(135.03%)	(\$375,539.12)	(\$90,000.00)
	<u>(\$3,489,387.19)</u>	<u>(\$4,302,842.00)</u>	<u>(\$813,454.81)</u>	<u>18.91%</u>	<u>(\$4,759,887.32)</u>	<u>(\$4,682,849.00)</u>
EXPENDITURES						
Salaries	\$14,704,113.09	\$20,750,724.00	\$6,046,610.91	29.14%	\$13,721,426.94	\$18,970,390.00
Benefits	\$4,418,833.05	\$5,660,716.00	\$1,241,882.95	21.94%	\$3,768,758.76	\$5,385,469.00
TOTAL SALARIES/BENEFITS	<u>\$19,122,946.14</u>	<u>\$26,411,440.00</u>	<u>\$7,288,493.86</u>	<u>27.60%</u>	<u>\$17,490,185.70</u>	<u>\$24,355,859.00</u>
Travel and training	\$104,915.25	\$131,640.00	\$26,724.75	20.30%	\$91,424.58	\$114,440.00
Vehicle allowance, maintenance and repairs	\$2,538,975.81	\$2,411,938.00	(\$127,037.81)	(5.27%)	\$2,931,790.33	\$2,413,810.00
Utilities and fuel	\$4,000,867.92	\$7,882,884.00	\$3,882,016.08	49.25%	\$4,472,884.61	\$7,508,296.00
Materials and supplies	\$3,434,135.39	\$4,275,146.00	\$841,010.61	19.67%	\$3,443,462.97	\$3,994,167.00
Maintenance and repairs	\$192,374.83	\$247,725.00	\$55,350.17	22.34%	\$164,433.36	\$233,400.00
Taxes and licenses	\$83,770.48	\$95,544.00	\$11,773.52	12.32%	\$87,565.77	\$90,455.00
Financial expenses	\$11,908.79	\$6,400.00	(\$5,508.79)	(86.07%)	\$8,899.29	\$6,428.00
Purchased and contracted services	\$4,833,550.86	\$7,051,634.00	\$2,218,083.14	31.45%	\$5,448,537.64	\$7,476,266.00
Transfer to own funds	\$1,525,873.44	\$5,536,528.00	\$4,010,654.56	72.44%	\$1,306,966.09	\$4,342,829.00
Capital expense	\$64,548.31	\$136,459.00	\$71,910.69	52.70%	\$40,438.33	\$137,159.00
Less: recoverable costs	(\$301,653.67)	(\$255,130.00)	\$46,523.67	(18.24%)	(\$227,031.41)	(\$255,130.00)
TOTAL OTHER EXPENSES	<u>\$16,489,267.41</u>	<u>\$27,520,768.00</u>	<u>\$11,031,500.59</u>	<u>40.08%</u>	<u>\$17,769,371.56</u>	<u>\$26,062,120.00</u>
	<u>\$35,612,213.55</u>	<u>\$53,932,208.00</u>	<u>\$18,319,994.45</u>	<u>33.97%</u>	<u>\$35,259,557.26</u>	<u>\$50,417,979.00</u>
NET (REVENUE)/EXPENDITURE	\$32,122,826.36	\$49,629,366.00	\$17,506,539.64	35.27%	\$30,499,669.94	\$45,735,130.00
Public Works	24,168,904.86	35,289,302.00	11,120,397.14	31.51%		
Engineering	7,953,921.50	14,340,064.00	6,386,142.50	44.53%		

Public Works - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	
	Actual	2024		Budget-Rem 25%	Actual To: September	Budget 2023
REVENUE						
Fees and user charges	(\$1,692,472.50)	(\$2,340,246.00)	(\$647,773.50)	27.68%	(\$1,866,670.60)	(\$2,337,007.00)
Government grants	(\$51,674.00)	(\$64,000.00)	(\$12,326.00)	19.26%	(\$370,987.90)	(\$568,703.00)
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$5,000.00)
Other income	(\$229,987.53)	(\$90,000.00)	\$139,987.53	(155.54%)	(\$375,539.12)	(\$90,000.00)
	<u>(\$1,974,134.03)</u>	<u>(\$2,499,246.00)</u>	<u>(\$525,111.97)</u>	<u>21.01%</u>	<u>(\$2,613,197.62)</u>	<u>(\$3,000,710.00)</u>
EXPENDITURES						
Salaries	\$12,156,538.06	\$17,010,846.00	\$4,854,307.94	28.54%	\$11,427,919.91	\$15,616,472.00
Benefits	\$3,743,281.26	\$4,706,732.00	\$963,450.74	20.47%	\$3,163,835.42	\$4,505,969.00
TOTAL SALARIES/BENEFITS	<u>\$15,899,819.32</u>	<u>\$21,717,578.00</u>	<u>\$5,817,758.68</u>	<u>26.79%</u>	<u>\$14,591,755.33</u>	<u>\$20,122,441.00</u>
Travel and training	\$80,380.95	\$88,990.00	\$8,609.05	9.67%	\$68,847.78	\$88,990.00
Vehicle allowance, maintenance and repairs	\$2,516,614.09	\$2,381,045.00	(\$135,569.09)	(5.69%)	\$2,896,529.81	\$2,383,958.00
Utilities and fuel	\$1,256,281.27	\$2,303,897.00	\$1,047,615.73	45.47%	\$1,582,515.94	\$2,249,104.00
Materials and supplies	\$3,295,580.25	\$4,055,460.00	\$759,879.75	18.74%	\$3,281,815.55	\$3,785,212.00
Taxes and licenses	\$83,770.48	\$95,544.00	\$11,773.52	12.32%	\$87,565.77	\$90,455.00
Financial expenses	\$11,121.46	\$5,000.00	(\$6,121.46)	(122.43%)	\$7,992.22	\$5,000.00
Purchased and contracted services	\$1,731,183.31	\$2,342,792.00	\$611,608.69	26.11%	\$2,482,458.37	\$3,369,405.00
Transfer to own funds	\$1,525,873.44	\$4,976,772.00	\$3,450,898.56	69.34%	\$1,306,966.09	\$3,704,294.00
Capital expense	\$44,067.99	\$76,600.00	\$32,532.01	42.47%	\$4,780.98	\$76,600.00
Less: recoverable costs	(\$301,653.67)	(\$255,130.00)	\$46,523.67	(18.24%)	(\$227,031.41)	(\$255,130.00)
TOTAL OTHER EXPENSES	<u>\$10,243,219.57</u>	<u>\$16,070,970.00</u>	<u>\$5,827,750.43</u>	<u>36.26%</u>	<u>\$11,492,441.10</u>	<u>\$15,497,888.00</u>
	<u>\$26,143,038.89</u>	<u>\$37,788,548.00</u>	<u>\$11,645,509.11</u>	<u>30.82%</u>	<u>\$26,084,196.43</u>	<u>\$35,620,329.00</u>
NET (REVENUE)/EXPENDITURE	\$24,168,904.86	\$35,289,302.00	\$11,120,397.14	31.51%	\$23,470,998.81	\$32,619,619.00

Operations					
Winter Control: Roadways and Sic	5,100,866.77	8,049,638.00	2,948,771.23	36.63%	
Sanitary Sewers	1,699,990.47	2,571,481.00	871,490.53	33.89%	
Storm Sewers	513,610.24	736,343.00	222,732.76	30.25%	
Roadways and Sidewalks	2,882,508.48	4,486,662.00	1,604,153.52	35.75%	
Supervision and Overhead	2,587,582.52	3,512,069.00	924,486.48	26.32%	
Traffic & Communications	1,528,008.74	2,039,896.00	511,887.26	25.09%	
Carpentry	787,403.24	825,844.00	38,440.76	4.65%	
Administration	1,623,705.91	1,732,524.00	108,818.09	6.28%	
Buildings & Equipment	2,661,551.19	2,446,975.00	(214,576.19)	-8.77%	
Waste Management	1,557,803.80	4,639,097.00	3,081,293.20	66.42%	
Parks	3,225,873.50	4,248,773.00	1,022,899.50	24.08%	

Engineering - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
Fees and user charges	(\$1,455,830.16)	(\$1,386,753.00)	\$69,077.16	(4.98%)	(\$1,177,036.35)	(\$1,346,540.00)
Government grants	(\$77,881.54)	(\$174,721.00)	(\$96,839.46)	55.43%	(\$969,653.35)	(\$174,721.00)
Contribution from own funds		(\$242,122.00)	(\$242,122.00)	100.00%		(\$160,878.00)
Other income	\$18,458.54		(\$18,458.54)	0.00%		
	(\$1,515,253.16)	(\$1,803,596.00)	(\$288,342.84)	15.99%	(\$2,146,689.70)	(\$1,682,139.00)
EXPENDITURES						
Salaries	\$2,547,575.03	\$3,739,878.00	\$1,192,302.97	31.88%	\$2,293,507.03	\$3,353,918.00
Benefits	\$675,551.79	\$953,984.00	\$278,432.21	29.19%	\$604,923.34	\$879,500.00
TOTAL SALARIES/BENEFITS	\$3,223,126.82	\$4,693,862.00	\$1,470,735.18	31.33%	\$2,898,430.37	\$4,233,418.00
Travel and training	\$24,534.30	\$42,650.00	\$18,115.70	42.48%	\$22,576.80	\$25,450.00
Vehicle allowance, maintenance and repairs	\$22,361.72	\$30,893.00	\$8,531.28	27.62%	\$35,260.52	\$29,852.00
Utilities and fuel	\$2,744,586.65	\$5,578,987.00	\$2,834,400.35	50.80%	\$2,890,368.67	\$5,259,192.00
Materials and supplies	\$138,555.14	\$219,686.00	\$81,130.86	36.93%	\$161,647.42	\$208,955.00
Maintenance and repairs	\$192,374.83	\$247,725.00	\$55,350.17	22.34%	\$164,433.36	\$233,400.00
Financial expenses	\$787.33	\$1,400.00	\$612.67	43.76%	\$907.07	\$1,428.00
Purchased and contracted services	\$3,102,367.55	\$4,708,842.00	\$1,606,474.45	34.12%	\$2,966,079.27	\$4,106,861.00
Transfer to own funds		\$559,756.00	\$559,756.00	100.00%		\$638,535.00
Capital expense	\$20,480.32	\$59,859.00	\$39,378.68	65.79%	\$35,657.35	\$60,559.00
TOTAL OTHER EXPENSES	\$6,246,047.84	\$11,449,798.00	\$5,203,750.16	45.45%	\$6,276,930.46	\$10,564,232.00
	\$9,469,174.66	\$16,143,660.00	\$6,674,485.34	41.34%	\$9,175,360.83	\$14,797,650.00
NET (REVENUE)/EXPENDITURE	\$7,953,921.50	\$14,340,064.00	\$6,386,142.50	44.53%	\$7,028,671.13	\$13,115,511.00

Community Development & Enterprise Services - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem 25%	Actual To: September	2023
REVENUE						
Fees and user charges	(\$7,807,775.28)	(\$9,449,683.00)	(\$1,641,907.72)	17.38%	(\$7,362,229.27)	(\$8,681,283.00)
Government grants	(\$1,385,018.93)	(\$2,209,915.00)	(\$824,896.07)	37.33%	(\$1,066,341.95)	(\$2,123,705.00)
Contribution from own funds	(\$4,200.00)	(\$519,294.00)	(\$515,094.00)	99.19%		(\$609,265.00)
Other income	(\$316,313.85)	(\$126,705.00)	\$189,608.85	(149.65%)	(\$293,459.80)	(\$249,662.00)
	<u>(\$9,513,308.06)</u>	<u>(\$12,305,597.00)</u>	<u>(\$2,792,288.94)</u>	<u>22.69%</u>	<u>(\$8,722,031.02)</u>	<u>(\$11,663,915.00)</u>
EXPENDITURES						
Salaries	\$11,054,104.07	\$15,626,851.00	\$4,572,746.93	29.26%	\$10,428,815.43	\$14,602,863.00
Benefits	\$2,839,641.02	\$4,138,899.00	\$1,299,257.98	31.39%	\$2,623,338.98	\$3,879,946.00
TOTAL SALARIES/BENEFITS	<u>\$13,893,745.09</u>	<u>\$19,765,750.00</u>	<u>\$5,872,004.91</u>	<u>29.71%</u>	<u>\$13,052,154.41</u>	<u>\$18,482,809.00</u>
Travel and training	\$61,417.72	\$190,126.00	\$128,708.28	67.70%	\$62,827.54	\$186,567.00
Vehicle allowance, maintenance and repairs	\$963,260.23	\$1,119,909.00	\$156,648.77	13.99%	\$817,854.40	\$1,090,218.00
Utilities and fuel	\$2,711,681.48	\$4,020,946.00	\$1,309,264.52	32.56%	\$2,718,674.14	\$3,870,290.00
Materials and supplies	\$766,834.68	\$1,081,211.00	\$314,376.32	29.08%	\$928,656.00	\$1,166,635.00
Maintenance and repairs	\$1,156,936.72	\$1,434,917.00	\$277,980.28	19.37%	\$1,064,104.46	\$1,344,118.00
Program expenses	\$213,358.48	\$169,540.00	(\$43,818.48)	(25.85%)	\$60,519.80	\$169,540.00
Goods for resale	\$653,173.73	\$753,071.00	\$99,897.27	13.27%	\$504,530.67	\$621,971.00
Rents and leases	\$95,204.50	\$90,255.00	(\$4,949.50)	(5.48%)	\$72,238.38	\$90,255.00
Taxes and licenses	\$186,358.67	\$179,970.00	(\$6,388.67)	(3.55%)	\$175,775.67	\$173,250.00
Financial expenses	\$176,647.62	\$101,187.00	(\$75,460.62)	(74.58%)	\$114,547.43	\$97,187.00
Purchased and contracted services	\$1,329,102.73	\$2,027,907.00	\$698,804.27	34.46%	\$1,290,943.11	\$2,193,458.00
Grants to others	(\$444,680.68)	\$104,500.00	\$549,180.68	525.53%	\$30,325.58	\$66,500.00
Transfer to own funds		\$2,081,270.00	\$2,081,270.00	100.00%		\$1,576,913.00
Capital expense	\$110,929.43	\$74,579.00	(\$36,350.43)	(48.74%)	\$82,802.49	\$68,569.00
TOTAL OTHER EXPENSES	<u>\$7,980,225.31</u>	<u>\$13,429,388.00</u>	<u>\$5,449,162.69</u>	<u>40.58%</u>	<u>\$7,923,799.67</u>	<u>\$12,715,471.00</u>
	<u>\$21,873,970.40</u>	<u>\$33,195,138.00</u>	<u>\$11,321,167.60</u>	<u>34.10%</u>	<u>\$20,975,954.08</u>	<u>\$31,198,280.00</u>
NET (REVENUE)/EXPENDITURE	<u>\$12,360,662.34</u>	<u>\$20,889,541.00</u>	<u>\$8,528,878.66</u>	<u>40.83%</u>	<u>\$12,253,923.06</u>	<u>\$19,534,365.00</u>

Humane Society	516,280.50	688,374.00	172,093.50	25.00%
LIP	(498,502.75)	-	498,502.75	0.00%
Economic Development	491,497.97	778,358.00	286,860.03	36.85%
Tourism and Community Development	416,011.89	956,048.00	540,036.11	56.49%
Planning	519,711.97	936,247.00	416,535.03	44.49%
Parking	79,760.17	254,800.00	175,039.83	68.70%
Cemetery	241,110.12	306,817.00	65,706.88	21.42%
Transit	6,353,959.57	9,198,917.00	2,844,957.43	30.93%
School Guards	228,537.96	304,455.00	75,917.04	24.94%
Recreation & Culture	1,188,419.10	2,002,983.00	814,563.90	40.67%
Locks	(14,177.69)	42,367.00	56,544.69	133.46%
Community Centres				
John Rhodes Community Centre	798,568.23	1,756,142.00	957,573.77	54.53%
Northern Community Centre	238,599.07	306,441.00	67,841.93	22.14%
GFL Memorial Gardens	395,737.77	984,266.00	588,528.23	59.79%
Outdoor Pools/Misc. Concessions	235,302.99	323,325.00	88,022.01	27.22%
Facility Administration	555,776.19	868,370.00	312,593.81	36.00%
Downtown Plaza	177,307.08	296,049.00	118,741.92	40.11%
Downtown Ambassador Program	(88,730.80)	63,942.00	152,672.80	238.77%
Mill Market	4,388.59	-	(4,388.59)	0.00%
Administration	521,104.41	821,640.00	300,535.59	36.58%

Levy Boards - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	2023
				25%	September	
REVENUE						
EXPENDITURES						
Grants to others	\$18,501,924.75	\$24,794,407.00	\$6,292,482.25	25.38%	\$17,359,441.58	\$23,509,890.00
TOTAL OTHER EXPENSES	\$18,501,924.75	\$24,794,407.00	\$6,292,482.25	25.38%	\$17,359,441.58	\$23,509,890.00
	\$18,501,924.75	\$24,794,407.00	\$6,292,482.25	25.38%	\$17,359,441.58	\$23,509,890.00
NET (REVENUE)/EXPENDITURE	\$18,501,924.75	\$24,794,407.00	\$6,292,482.25	25.38%	\$17,359,441.58	\$23,509,890.00

Outside Agencies - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	
				25%	September	2023
REVENUE						
Fees and user charges	(\$170,000.00)	(\$130,000.00)	\$40,000.00	(30.77%)	(\$198,086.70)	(\$130,000.00)
Government grants	(\$166,071.00)	(\$200,000.00)	(\$33,929.00)	16.96%	(\$60,881.00)	(\$200,000.00)
	(\$336,071.00)	(\$330,000.00)	\$6,071.00	(1.84%)	(\$258,967.70)	(\$330,000.00)
EXPENDITURES						
TOTAL SALARIES/BENEFITS	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
Materials and supplies	\$1,364,204.57	\$270,000.00	(\$1,094,204.57)	(405.26%)	\$330,387.61	\$220,000.00
Grants to others	\$30,450,825.18	\$41,475,055.00	\$11,024,229.82	26.58%	\$27,410,572.39	\$37,770,853.00
Transfer to own funds		\$580,000.00	\$580,000.00	100.00%		\$580,000.00
TOTAL OTHER EXPENSES	\$31,815,029.75	\$42,325,055.00	\$10,510,025.25	24.83%	\$27,740,960.00	\$38,570,853.00
	\$31,815,029.75	\$42,325,055.00	\$10,510,025.25	24.83%	\$27,740,960.00	\$38,570,853.00
NET (REVENUE)/EXPENDITURE	\$31,478,958.75	\$41,995,055.00	\$10,516,096.25	25.04%	\$27,481,992.30	\$38,240,853.00
Outside Agencies - Main	3,155,262.03	4,225,332.00	1,070,069.97	25.3%		
Outside Agencies - Other	221,928.88	140,000.00	(81,928.88)	-58.5%		
Economic Diversification	1,250,165.69	500,000.00	(750,165.69)	-150.0%		
Police	26,851,602.15	37,129,723.00	10,278,120.85	27.7%		

Corporate Financials - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem 25%	Actual To: September	2023
REVENUE						
Taxation	(\$143,247,329.65)	(\$143,335,325.00)	(\$87,995.35)	0.06%	(\$136,815,594.69)	(\$136,832,579.00)
Payment in lieu of taxes	(\$3,060,223.17)	(\$4,888,407.00)	(\$1,828,183.83)	37.40%	(\$3,063,272.48)	(\$4,573,680.00)
Fees and user charges	(\$14,579,315.29)	(\$18,764,458.00)	(\$4,185,142.71)	22.30%	(\$12,635,799.11)	(\$15,562,939.00)
Government grants	(\$13,738,667.93)	(\$17,897,249.00)	(\$4,158,581.07)	23.24%	(\$13,416,898.69)	(\$17,262,176.00)
Interest and investment income	(\$5,182,753.14)	(\$6,289,000.00)	(\$1,106,246.86)	17.59%	(\$6,027,356.26)	(\$4,780,000.00)
Contribution from own funds		(\$1,000,000.00)	(\$1,000,000.00)	100.00%		(\$1,300,000.00)
Other income	(\$1,799,410.35)	(\$2,500,000.00)	(\$700,589.65)	28.02%	(\$1,727,909.99)	(\$2,500,000.00)
	(\$181,607,699.53)	(\$194,674,439.00)	(\$13,066,739.47)	6.71%	(\$173,686,831.22)	(\$182,811,374.00)
EXPENDITURES						
Salaries	\$300.00		(\$300.00)	0.00%	\$109.48	
Benefits			\$0.00	0.00%	(\$8,364.63)	
TOTAL SALARIES/BENEFITS	\$300.00	\$0.00	(\$300.00)	0.00%	(\$8,255.15)	\$0.00
Materials and supplies	\$39,770.15	\$294,365.00	\$254,594.85	86.49%	\$163,319.90	\$294,365.00
Program expenses	\$620,218.50	\$741,652.00	\$121,433.50	16.37%	\$559,991.46	\$746,655.00
Financial expenses	\$1,400,249.52	\$2,372,601.00	\$972,351.48	40.98%	\$1,274,518.79	\$2,431,006.00
Purchased and contracted services	\$286,945.75	\$11,000.00	(\$275,945.75)	(2,508.60%)	\$1,162,336.46	\$11,000.00
Grants to others			\$0.00	0.00%		
Transfer to own funds		\$14,580,466.00	\$14,580,466.00	100.00%	\$836,600.22	\$14,324,943.00
TOTAL OTHER EXPENSES	\$2,347,183.92	\$18,000,084.00	\$15,652,900.08	86.96%	\$3,996,766.83	\$17,807,969.00
	\$2,347,483.92	\$18,000,084.00	\$15,652,600.08	86.96%	\$3,988,511.68	\$17,807,969.00
NET (REVENUE)/EXPENDITURE	(\$179,260,215.61)	(\$176,674,355.00)	\$2,585,860.61	(1.46%)	(\$169,698,319.54)	(\$165,003,405.00)

Capital Levy & Debenture Debt - Third Quarter Ended September 30, 2024

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2023	Budget
	Actual	2024		Budget-Rem	Actual To:	
				25%	September	2023
REVENUE						
EXPENDITURES						
Long term debt	\$663,557.37	\$1,400,000.00	\$736,442.63	52.60%		\$1,866,135.00
Transfer to own funds		\$7,392,943.00	\$7,392,943.00	100.00%		\$7,192,204.00
TOTAL OTHER EXPENSES	\$663,557.37	\$8,792,943.00	\$8,129,385.63	92.45%	\$0.00	\$9,058,339.00
	\$663,557.37	\$8,792,943.00	\$8,129,385.63	92.45%	\$0.00	\$9,058,339.00
NET (REVENUE)/EXPENDITURE	\$663,557.37	\$8,792,943.00	\$8,129,385.63	92.45%	\$0.00	\$9,058,339.00

Appendix B

Net Assessment Growth to September 30, 2024

Class	2024 Total Assessment Based on Returned Roll		2024 Total Assessment to September 30, 2024		Difference Between Returned Roll and Year End			
	CVA	Municipal	CVA	Municipal	\$	%	Municipal	
							\$	%
Taxable								
Residential	5,664,776,856	88,018,848	5,683,916,933	88,316,245	19,140,077	0.34%	297,397	0.34%
New Multi-residential	19,566,000	328,944	26,309,000	442,308	6,743,000	34.46%	113,364	34.46%
Multi-residential	434,749,096	7,309,015	433,968,096	7,295,885	-781,000	-0.18%	-13,130	-0.18%
Com. Occupied	713,850,825	21,494,634	711,125,425	21,412,570	-2,725,400	-0.38%	-82,064	-0.38%
Com. Exc. Land	4,899,692	103,274	5,948,892	125,388	1,049,200	21.41%	22,115	21.41%
Shopping Occ.	147,578,576	4,717,293	147,747,976	4,722,708	169,400	0.11%	5,415	0.11%
Office Occupied	17,279,391	723,302	17,279,391	723,302	0	0.00%	0	0.00%
Parking/Vac. Land	24,215,200	539,074	24,237,700	539,575	22,500	0.09%	501	0.09%
Ind. Occupied	44,138,572	2,858,444	42,184,772	2,731,914	-1,953,800	-4.43%	-126,529	-4.43%
Ind. Exc. Land	1,015,900	42,764	1,015,900	42,764	0	0.00%	0	0.00%
Ind. Vac. Land	6,023,100	253,539	5,942,100	250,129	-81,000	-1.34%	-3,410	-1.34%
Ind. Agg. Ext.	0	0	2,454,800	158,975	2,454,800	0.00%	158,975	0.00%
Large Ind. Occ.	62,049,200	7,136,693	62,020,200	7,133,358	-29,000	-0.05%	-3,335	-0.05%
Large Ind. Exc.	245,200	18,331	245,200	18,331	0	0.00%	0	0.00%
Pipelines	26,929,000	876,135	27,547,000	896,242	618,000	2.29%	20,107	2.29%
Farm	2,610,900	10,142	2,419,500	9,399	-191,400	-7.33%	-744	-7.33%
Managed Forests	2,861,100	11,114	2,861,100	11,114	0	0.00%	0	0.00%
Commercial Total Taxable	907,823,684	27,577,576	906,339,384	27,523,543	-1,484,300	-0.16%	-54,034	-0.20%
Industrial Total Taxable	113,471,972	10,309,771	113,862,972	10,335,471	391,000	0.34%	25,700	0.25%
Total Taxable	7,172,788,608	134,441,546	7,197,223,985	134,830,205	24,435,377	0.34%	388,660	0.29%

Appendix C - 2024 Q3 - Summary of Capital Projects

	2024 Approved Capital Budget	2024 Capital Budget Amendments (Note 1)	2024 Amended Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
Roads/Bridges/Storm Sewer	22,553,206	1,039,702	23,592,908	30.21%	18,565,853	5,027,055
Landfill Upgrades, Fleet & Equipment	2,456,179		2,456,179	3.15%	56,286	2,399,894
Public Works Fleet & Equipment	3,809,000	9,000	3,818,000	4.89%	3,527,183	290,817
Engineering Fleet & Equipment	155,000		155,000	0.20%	132,873	22,127
Transit Fleet & Equipment	9,930,000		9,930,000	12.71%	251,516	9,678,484
Community Services Fleet & Equipment	396,500		396,500	0.51%	356,917	39,583
Building Capital Maintenance	5,784,600	27,899	5,812,499	7.44%	770,215	5,042,284
Fire Fleet & Equipment	3,150,000		3,150,000	4.03%	-	3,150,000
Corporate/ Outside Agencies	979,000	82,150	1,061,150	1.36%	396,046	665,104
Sanitary Sewer	27,813,927	(88,828)	27,725,099	35.50%	2,426,749	25,298,350
Total	77,027,413	1,069,923	78,097,336	100.00%	26,483,638	51,613,698

Note 1

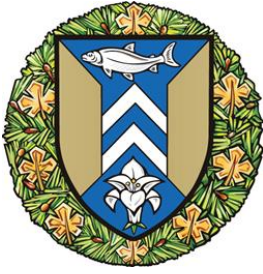
As per the City's Capital Budget and Financing Policy dated September 28, 2020, Finance is required to provide a summary of all capital budget changes with the Capital Budget reporting. Below is a summary of all 2024 capital budget amendments as of September 30, 2024:

Capital Budget Item	2024 Approved Capital Budget	2024 Capital Budget Amendments	2024 Amended Capital Budget	Reference
Public Works Fleet & Equipment				
Parks Upgrades	300,000	20,000	320,000	Additional \$20,000 from Barrier Removal Reserve approved April 8, 2024. Mower deferred to accommodate pickup as per May 13, 2024 meeting.
60 Inch Deck Rider Mower	27,000	(26,000)	1,000	
2014 Pickup from Police Services	-	15,000	15,000	
Building Capital Maintenance				
GFL Memorial Gardens - Foundation Work	100,000	(100,000)	-	Excess of \$7,874 will be funded from operations as per June 24, 2024 meeting.
Sand Filters JRCC Pool	-	107,874	107,874	
Old Stone House - Roof Replacement	160,000	(75,000)	85,000	As approved on June 24, 2024. Roof replacement project is under budget and funds were reallocated to fence, gate, shed and Blockhouse repairs.
Old Stone House - Fence & Gate	-	21,000	21,000	
Old Stone House - Shed	-	15,000	15,000	
Old Stone House - Clergue Blockhouse	-	39,000	39,000	
Bellevue Kayak Dock Replacement	-	20,025	20,025	Funding availability from grants and the Barrier Removal Reserve as approved August 12, 2024.

Appendix C - 2024 Q3 - Summary of Capital Projects

Note 1 (continued)

Capital Budget Item	2024 Approved Capital Budget	2024 Capital Budget Amendments	2024 Amended Capital Budget	Reference	
<u>Sanitary Sewer</u>					
Emergency Repairs	621,000	(88,828)	532,172	Excess of \$917,573 is recommended to be used from the Active Transportation Fund to fund Contract 20254-8E.	
<u>Roads/Bridges/Storm Sewer</u>					
Various Roads	3,888,609	1,006,401	4,895,010		
Asset Management Plan - Phase III	200,000	33,301	233,301	Additional funding from the Asset Management Reserve as approved September 9, 2024.	
<u>Corporate Equipment</u>					
EV Charging Stations - Phased Approach	60,000	82,150	142,150	Additional funding from the Asset Management and Green Initiatives reserves as approved September 9, 2024.	
Total Approved Amendments		1,069,923			



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Steve Facey, Manager of Finance
DEPARTMENT: Corporate Services
RE: 2025 User Fees

Purpose

Under the *Municipal Act*, section 391(1), municipalities have the authority to impose fees or charges for any activity or service that they provide. Staff is seeking Council approval of the user fees included in the schedules of By-law 2024-159 found elsewhere on the Agenda, with the effective date of January 1, 2025.

Background

User fees are one of the few controllable revenue sources that can reduce the reliance on property taxes. The rationale for user fees is that those who benefit from the service should be the ones to pay for it, which creates tax fairness and equity. Constraints exist that prevent full cost recovery for some activities and services, such as market pricing and the ability to pay.

All departments have reviewed their applicable user fees taking into consideration the recommended benchmark for cost recovery and the plan to achieve.

Where applicable, departments applied a 2.0% inflationary increase which is consistent with the inflationary factor that staff have used for the 2025 budget.

In 2023, Council directed staff to institute rounding rules to ensure that users are charged an amount that is simplified. These rounding rules continue in 2025 as follows:

Fee Amount	Rounding Rule
< \$50	Nearest \$0.25
> \$50 and < \$100	Nearest \$1.00
> \$100	Nearest \$5.00

Analysis

Municipalities continue to consider user fees to help offset the impact of municipal services on property taxes. Services funded through taxation result in the general tax base funding whether or not they receive any direct benefit. There is also a

range of services provided to benefit the common good of the community, which would be funded through all or in part through taxation.

Sanitary Sewer Revenue

For 2024, Council approved an increase to the sanitary sewer rate from 70% to 80% of the full water charge. For 2025, staff are recommending to maintain the same recovery percentage.

In addition to this, staff will return to Council with the outcome of a rate structure study, which will outline recovery rate recommendations, subject to the approval of the Sanitary Rate Supported Budget for 2025.

Financial Implications

The change in the User Fees as recommended reflects an estimated increase of revenue of approximately \$213,000 net of reserve transfers as highlighted in Appendix A. This amount relates to all services other than Sanitary and Building Services and it has been incorporated into the 2025 Preliminary Operating Budget.

The additional sanitary sewer revenue has been incorporated into the 2025 Sanitary Budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

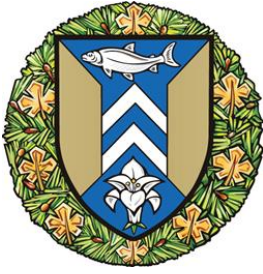
The relevant By-law 2024-159 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Steve Facey, CPA, CMA
Manager of Finance
705.989.5907
s.facey@cityssm.on.ca

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
APPENDIX A - USER FEES AND SERVICE CHARGES BUDGET
2025 BUDGET**

<u>DEPARTMENT:</u>	<u>\$</u>
Clerks	2,400
Community Development & Enterprise Services	
Bondar Pavilion	278
Bondar & Bellevue Marinas	5,454
Seniors Centre	1,816
Athletic Fields	1,445
Bellevue Park Events	64
John Rhodes Community Centre-Arena	17,837
John Rhodes Community Centre-Pool	11,329
Northern Community Centre-Arena	22,843
Northern Community Centre-Turf	7,573
GFL Memorial Gardens	3,814
Transit	120,184
Parking	11,960
Cemetery	-
Planning	2,716
Old Stone House	245
Engineering	1,575
Building Inspection	52,614
Finance	427
Fire	406
Legal	-
Public Works	487
<u>User Fee Impact</u>	<u>265,467</u>
<u>Less: Fees transferred to Reserve/Capital</u>	<u>(52,614)</u>
<u>Total User Fee Impact</u>	<u>212,853</u>



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 12, 2024

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

Purpose

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

Background

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

A listing of applications received for adjustment of realty taxes pursuant to section 357 of the *Municipal Act* is attached to this report.

Analysis

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

Financial Implications

There is an annual budget allocation for tax write-offs. The decreased revenue of \$9,215.72 can be accommodated within the existing budget allocation.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated November 12, 2024, concerning Property Tax Appeals be received and that the records be amended pursuant to section 357 of the *Municipal Act*.

Property Tax Appeals – November 2024

November 12, 2024

Page 2.

Respectfully submitted,

Lisa Petrocco, CPA, CGA

Manager of Taxation

705.541.7065

l.petrocco@cityssm.on.ca

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

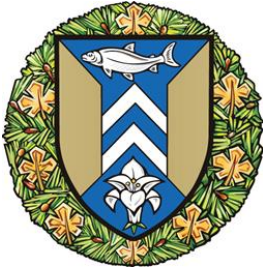
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2024 11 12
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	REASON	EXPLANATION	TAX CLASS	APPEAL NO.	TAXES	INTEREST	TOTAL
					2024			
020-038-177-00	00045 GRACE ST	A	Commercial assessment removed	CT/RT>RT	24-022	(1,533.02)	-	(1,533.02)
030-085-035-00	00920 GREAT NORTHERN RD	A	Commercial assessment removed	CT/RT>RT	24-023	(7,418.26)	-	(7,418.26)
050-023-060-00	00681 BRUNSWICK AVE	A	City Purchased-exempt	RT>E	24-024	(160.14)		(160.14)
050-023-061-00	00677 BRUNSWICK AVE	A	City Purchased-exempt	RT>E	24-025	(44.35)		(44.35)
050-023-062-00	00254 SYDENHAM RD	A	City Purchased-exempt	RT>E	24-026	(59.95)		(59.95)
REPORT TOTAL \$						(9,215.72) \$	- \$	(9,215.72)

- A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED
- B. BECAME VACANT OR EXCESS LAND
- C. BECAME EXEMPT
- D. SICKNESS OR EXTREME POVERTY
- D(i). RAZED BY FIRE, DEMOLITION OR OTHERWISE

- D(ii). DAMAGED AND SUBSTANTIALLY UNUSABLE
- E. MOBILE UNIT REMOVED
- F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR
- G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
Dan Perri, Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Automated Speed Enforcement – Update

Purpose

The purpose of this report is to provide Council with an overview of the public consultation program associated with Automated Speed Enforcement.

Background

At the April 8, 2024 meeting, Council endorsed the implementation of Automated Speed Enforcement (ASE) supported by the development of an Administrative Monetary Penalty System (AMPS).

Analysis

As part of the implementation, staff undertook a public consultation program. Two in-person open houses were held on August 19 and October 9 from 4 pm to 7 pm at the Civic Centre. Residents could also participate online via Public Input.

Over 700 unique comments were received from the open houses and the online platform. Numerous positive comments were received supporting traffic safety and reducing speed, citing positive examples from other Ontario communities. Concerns were also brought forward regarding the implementation of ASE. This report summarizes the most common concerns and provides the responses to those concerns.

The ASE units will be vandalized, requiring additional funds to repair or replace the damaged units.

The lease agreement with the provider of the units covers the repair and replacement of the unit. Staff will also review best practices from other communities regarding the ASE program.

Other forms of traffic calming should be used instead of ASE.

ASE is one of many tools available to ensure compliance with posted speed limits. At this time, ASE is only allowed to be placed in School Zones or in Community

Safety Zones. Staff will continue to recommend other forms of traffic calming to be implemented across the community.

ASE is a “cash grab”.

The focus is safety for all road users. Revenues from ASE should cover operating costs. If any revenue is generated, it will be used for other road safety initiatives. At this time, ASE is only allowed to be placed in School Zones or in Community Safety Zones where there is a higher presence of vulnerable road users.

ASE is an invasion of privacy.

At the time a photograph is taken, the ASE system will capture the following:

- Time and date of the offence;
- A description of the location, including the name of streets and direction of travel;
- The rate of speed at which a motor vehicle shown in the photograph was travelling;
- A line, mark, or other indicator to identify the motor vehicle shown in the photograph that was determined to be speeding;
- An indication of the lane in which the motor vehicle was travelling; and
- The posted speed limit on the roadway at the time and place the photograph was taken.

This information is stored on an encrypted device; only the vendor may access the device. The device is then delivered to the provincial offense officer, the only person who can access the encrypted information on the device. This is relevant for both the chain of evidence and privacy protection. Additional information required to complete the penalty notice is obtained from the Ministry of Transportation (MTO) database and is based on the licence plate number photographed; this includes the name and address of the vehicle's registered owner.

The City must enter into an agreement with the MTO to allow the provincial officer access to the database. In conjunction with the agreement with the MTO, the City must also complete a privacy impact assessment. The privacy impact assessment is where the Information and Privacy Commissioner of Ontario (IPC) will review the privacy measures and make any required recommendations. Many municipalities received approval from the IPC for their privacy measures related to ASE.

ASE does not allow for discretion for those travelling slightly above the speed limit.

Speed limits are laws, not guidelines. Staying at or below the posted limit ensures no ticket will be issued.

Automated Speed Enforcement – Update

November 12, 2024

Page 3.

Speed limits should be enforced by Police Services.

ASE is a tool that can only be used in School Zones or Community Safety Zones. This tool complements the enforcement by police and will allow them to patrol in other areas. Attached to this report is a letter of support from the Sault Ste. Marie Police Chief.

Financial Implications

The financial request to support ASE will be presented to Council during the 2025 budget deliberations.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the Infrastructure and Quality of Life focus areas of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer and the Director of Public Works dated November 12, 2024 concerning Automated Speed Enforcement – Update be received as information.

Respectfully submitted,

Maggie McAuley, P.Eng.
Municipal Services and Design Engineer
705.759.5385
m.mcauley@cityssm.on.ca

Dan Perri, P.Eng.
Director of Public Works
705.759.5206
d.perri@cityssm.on.ca



Dear City Council Members,

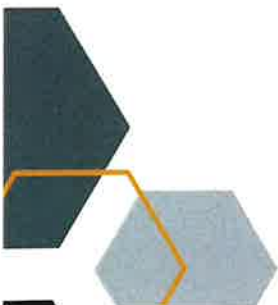
I am writing to express my strong support for the implementation of automated speed enforcement cameras in our community. Speeding remains a leading cause of collisions and serious injuries, particularly in residential areas and near schools where children are at increased risk. Automated speed cameras offer an effective solution to curb dangerous driving behaviours without requiring constant police presence. By reducing speeding in key areas, we can ensure safer roads for all residents, especially vulnerable pedestrians, cyclists, and children.

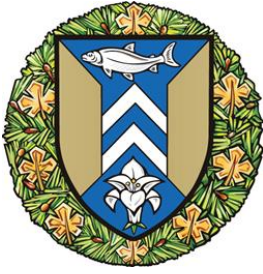
The effectiveness of automated speed cameras has been demonstrated in cities around the world, where they have successfully lowered average speeds, reduced collision rates, and, ultimately, saved lives. Unlike traditional enforcement methods, speed cameras operate consistently, around the clock, and without bias. This consistent monitoring creates a powerful deterrent effect, encouraging drivers to adopt safer, more responsible driving habits. Additionally, by automating the process, police resources can be better allocated to other community priorities, such as responding to emergencies and addressing other forms of crime.

Beyond enhancing road safety, automated speed enforcement cameras provide an efficient and sustainable method for promoting responsible driving. By implementing this technology, along with public education campaigns from both the Sault Ste. Marie Police Service and the City of Sault Ste. Marie, the cameras not only protect our community but also demonstrates our commitment to making our city a safer, more liveable place for all. I strongly urge you to consider the long-term benefits of this technology and approve the implementation of automated speed enforcement cameras in our community.

Sincerely,

Hugh E. Stevenson, M.O.M., Ed.D
Chief of Police





The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director Tourism and Community
Development
DEPARTMENT: Community Development and Enterprise Services
RE: Amendments to Tourism By-Law No. 1

Purpose

The purpose of this report is to seek Council approval for the amendment to By-Law No. 1 of the corporation, Tourism Sault Ste. Marie (“TSSM”).

Background

In 2017, the Province of Ontario amended the *Municipal Act* to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less. The Regulations require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism, which includes the development of tourism products.

Tourism Sault Ste. Marie, a non-profit corporation, was incorporated on June 8, 2020, with an independent Board comprised of representatives from the tourism and hospitality sector. In January 2021, shortly after incorporation, Tourism Sault Ste. Marie passed By-Law No.1, which is generally related to the transaction of the affairs and mandate of the Corporation. At that time, Tourism Sault Ste. Marie was enabled subject to the legislative requirements of the Ontario *Corporations Act*. However, it was noted in the By-Law that once the Ontario *Not-For-Profit Corporations Act*, 2010, was proclaimed into force, TSSM was required to amend its by-law to ensure they were compliant with the new legislation.

Section 1 of By-Law No.1 states that any amendments to By-Law No. 1 will be made by resolution of the City Council for the City of Sault Ste. Marie.

Analysis

Given the passing of the *Ontario Not-For-Profit Corporations Act, 2010 (ONCA)*, on October 19, 2021, TSSM's By-Law No.1 requires minor amendments. Amendments to the existing By-law include:

- Including the term *Members* under section 1.2 *Definitions of By-law No.1*. *Members are now defined as the elected representatives from time to time that comprise the City of Sault Ste. Marie Municipal Council, with the term of Members to end in accordance with the Municipal Act, 2001. Under Ontario's Not-for-Profit Corporations Act, 2010, members have the right to vote on key matters such as electing Directors, amending bylaws, and approving major decisions like mergers or asset sales. It should be noted that, as set out in the Procedure By-law, that the board and committee nomination task force recommend the appointment of Directors to Council.*
- Including the term *Directors* under section 1.2 *Definitions of By-law No.1*. *Directors are now defined as a person appointed by the Members. Under Ontario's Not-for-Profit Corporations Act, 2010, Directors are responsible for managing or supervising the corporation's activities and affairs.*
- Section 3.10 Reappointment: Section 3.10 has been modified from:

Reappointment: *Any Board member is eligible for reappointment on the expiration of his or her term of office, subject to any by-laws of the Board within the following parameters:*

- a) *No person shall serve as a Member of the Board for more than two (2) consecutive two (2) year terms. A 2-year leave from the board shall occur to be eligible for any reappointment to the Board, save for any exemption within this by-law.*
- b) *The Chair of the Board may serve (1) an additional term if the total full consecutive term is not exceeded prior to appointment as the Chair.*

To:

Reappointment: *A Director of the Board shall serve a two (2) year term. Any director is eligible for reappointment on the expiration of his or her term of office, subject to any by-laws of the Board and Council.*

The Amendment of Section 3.10 of the By-Law aligns with the reappointment established for other committees of Council within the City. It also allows for continuity of Directors who are involved with multi-year projects, including the Waterfront Design Plan and the implementation of TSSM's 5-year strategic plan (2023 -2028).

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:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development – Develop partnerships with key stakeholders and reconciliation.

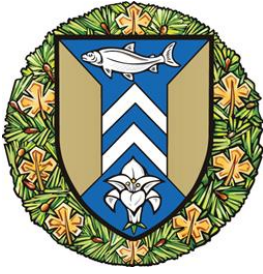
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-161 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Travis Anderson
Director, Tourism and Community Development
705.989.7915
t.anderson@cityssm.on.ca



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director Tourism and Community
Development
DEPARTMENT: Community Development and Enterprise Services
RE: Tourism Development Fund Applications October 2024

Purpose

The purpose of this report is to provide recommendations to Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds.

Background

The Tourism Development Fund (TDF) was implemented on June 1, 2021, to provide financial support to the broader tourism sector in two different streams – Festivals and Special Events and Attractions and Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax.

Consideration is given to support initiatives that produce positive results in at least one of the following criteria:

- Development of quality tourism products and events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault’s tourism product offerings;
- Support of the City’s reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in Sault Ste. Marie.

Upon receipt of a TDF application, tourism staff review it for eligibility and assessment criteria and make recommendations to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates applications and recommends distribution of the grant funds to Council.

Analysis

Tourism Development Fund applications are permitted on an ongoing intake and are reviewed monthly at Tourism Sault Ste. Marie Board of Directors meetings.

The recipient expenses the funds and then claims them through the Tourism Development Fund after the event is completed.

At the Tourism Sault Ste. Marie Board of Directors' meeting held on October 22, 2024, three applications were reviewed with the following recommendations:

1. Gathering at the Rapids Pow Wow (\$20,000)
2. Docs on Ice Hockey Tournament (\$15,000)
3. Skate Ontario Provincial Series (\$2,000)

Gathering at the Rapids Pow Wow

Background

Algoma University's 19th Annual Gathering at the Rapids Pow Wow: Celebrating Lifelong Learning will take place on Saturday, February 15, and Sunday, February 16, 2025, at the GFL Memorial Gardens. This is also the closing weekend of the Bon Soo Winter Carnival. The Pow Wow is led by Algoma University's Makwa Waakaa'igan, Anishinaabe Academic Resource Centre, and the Shingwauk Anishinaabe Student's Association. External committee members include the Indigenous Friendship Centre of Sault Ste. Marie, Shingwauk Kinoomaage Gamig, Nogdawindamin, OLG, Algoma Steel, Metis Nation of Ontario and the Algoma District School Board.

This annual celebration of Anishinaabe culture is open to everyone and includes traditional drumming, singing and competition dancing. Further, it allows Indigenous artisans, craftsmen and traders to display and sell their work at the event.

The Gathering at the Rapids Pow Wow is Ontario's largest mid-winter Pow Wow and is considered the second largest competition pow wow in Ontario. There are three long-term visions for the Gathering; the first is to become the largest competition Pow Wow in Ontario; the second is to sustain and increase corporate and community sponsorships to elevate the Pow Wow to become the largest in Ontario; the third is to increase Indigenous enrolment numbers and Algoma University's profile as a university of choice in the Indigenous community.

As the Pow Wow has outgrown capacity at the George Leach Centre on the Algoma University campus, organizers have secured the GFL Memorial Gardens to accommodate a much larger number of participants and spectators.

Participants/ Visitation Projections

Local: 3000

Regional: 1200

Ontario: 700

Canada: 800

USA: 800

Economic Impact

2300 x 2 days x \$150 per person per day = \$690,000

In recognition of the significant positive impact the Gathering at the Rapids Pow Wow will have on the local tourism industry, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$20,000 through the Tourism Development Fund – Product Development Stream to support the Gathering at the Rapids Pow Wow February 15-16, 2025 and that a report be submitted to the City Council for consideration and approval.

Docs on Ice Hockey Tournament

Docs on Ice is the premier Ontario Physician Ice Hockey Tournament that brings together over 800 physicians annually to various communities within Ontario. This two-day tournament fosters camaraderie among medical professionals and serves a noble cause raising awareness and funds for local charities. The tournament has been running since 1993, last hosted in Sault Ste. Marie in 1997. Docs on Ice was scheduled to be hosted in Sault Ste. Marie in 2020 but was canceled due to the COVID-19 pandemic. The event was rescheduled to 2025.

Docs on Ice is hosted by a different city each year to bring doctors together to play hockey and to give back to the community by raising money and awareness for local charity. The tournament is run by local physicians and volunteers to raise money through donations, sponsorship, registration fees, and special events. All funds for the 2025 Docs on Ice will support the United Way of Sault Ste. Marie and Algoma.

Participants/ Visitation Projections

Visitor projections are based on annual attendance of the tournament

Local: 120

Regional: 0

Ontario: 800

Canada: 0

USA: 0

Economic Impact

800 x 2 days x \$150 per person per day = \$240,000

In recognition of the positive impact the Docs on Ice Hockey Tournament will have on the local tourism industry, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$15,000 through the Tourism Development Fund – Conferences

and Special Events Stream to support the 2025 Docs on Ice Tournament April 4-5, 2025, and that a report be submitted to City Council for consideration and approval.

Skate Ontario Provincial Series

The Skate Ontario Provincial Series Competition is an annual event hosted in Sault Ste. Marie where athletes compete in freestyle, artistic, and team programs. The event is open to two different designations of skating athletes. Athletes 'Under 5 star' are given the opportunity to hone their skills in a Provincially structured environment while 'over 5 star' are given the opportunity to advance to Provincial competition based on an accumulation of high scores via multiple Provincial series competitions. Along with Sault Ste. Marie, only Sudbury and Thunder Bay host provincial series competitions, making Sault Ste. Marie attractive to visiting athletes.

Participants/ Visitation Projections

Local: 216

Regional: 159

Ontario: 20

Canada: 0

USA: 0

Economic Impact

179 out of town visitors x 3 days x \$150 per person per day = \$80,550

In recognition of the positive impact of the Skate Ontario Provincial Series Competition, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$2000 through the Tourism Development Fund – Conferences and Special Events Stream to support the Skate Ontario Provincial Series Competition and that a report be submitted to City Council for consideration and approval.

Financial Implications

No new funds would be required. The Tourism Development Fund currently has \$454,805 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development – Develop partnerships with key stakeholders and reconciliation.

Recommendation

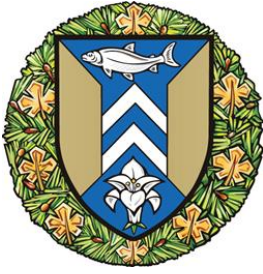
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$37,000 as detailed below be approved:

1. Gathering at the Rapids Pow Wow (\$20,000)
2. Docs on Ice Hockey Tournament (\$15,000)
3. Skate Ontario Provincial Series (\$2,000)

Respectfully submitted,

Travis Anderson
Director, Tourism and
Community Development
705.989.7915
t.anderson@[cityssm.on.ca](mailto:t.anderson@cityssm.on.ca)



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

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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director Tourism and Community
Development
DEPARTMENT: Community Development and Enterprise Services
RE: Sault Ste. Marie Bid for Ontario Winter Games 2028

Purpose

The purpose of this report is to seek approval and endorsement for Sault Ste. Marie to bid to host the 2028 Ontario Winter Games.

Background

The Ontario Winter Games, run by the Province of Ontario as part of the Games Ontario program, is the province's largest multi-sport winter event for amateur athletes. The Games promote competition and skill development across various sports, with upwards of 25 unique sports competing. Held every two years, the Games bring together approximately 2,800 participants, including athletes, coaches, and officials, to compete in multiple sports. Ontario's goal for these Games is not only to encourage athletic excellence but also to boost community involvement, provide economic benefits, and leave a positive legacy in the host community.

The Ontario Winter Games were last hosted in Sault Ste. Marie in 2000. Since then, the Games have taken place in Southern Ontario, except for Thunder Bay, which hosted in 2024.

Staff are preparing a bid to host the Games in 2028. The timeline for the bid to host Ontario Winter Games 2028 is as follows

- October 30th – Expression of Interest Due
- December 20th – Bid package submitted to the Ministry
- January 2025 – Site Review
- March 2025 – Official Announcement
- March 2028 – Event Dates

To host the Games, a city must show it can accommodate a large-scale, multi-sport event and assemble a strong volunteer organizing committee - both of which our community can effectively demonstrate. The bid process requires a review of

sports venues, lodging, volunteer resources, and other logistics. The bid must include a detailed plan, including a proposed budget, venue evaluations, and a statement of community support through a Council resolution.

If selected, the City will receive support from the Ministry of Tourism, Culture and Sport (MTCS) to cover core costs. Every Ontario Games host city receives a grant from the province, paid in installments, based on specific deliverables, to help cover hosting costs. Alongside this grant, registration fees and revenue generated by the host city, such as municipal contributions and sponsorships, help fund the event. MTCS's grant to the successful community is \$1 million, plus an additional \$325,000 for a legacy/contingency fund, totaling \$1.325 million in financial support from the province.

Analysis

Hosting the 2028 Ontario Winter Games would bring a significant economic boost to our community. Previous host cities have reported over \$5 million in economic impact, driven by spending on hotels, restaurants, transportation, and local activities. With thousands of visitors, including athletes, coaches, officials, family members, fans, and media, the Games would significantly support local businesses across multiple sectors

The Games are also a unique chance to build community pride and unity. Hosting an event of this size will encourage residents to participate as spectators, volunteers, and supporters. By engaging youth and local sports groups, the Games may also inspire interest in sports and promote active lifestyles, encouraging an improved quality of life for residents.

Hosting the Ontario Winter Games also fits with the broader goals to boost tourism and economic growth, especially in the winter season. As the City works to establish itself as a destination for major events, a successful bid would help strengthen community reputation and hosting resume. It would also showcase the City's ability to host large-scale, multi-sport events and position it as an attractive location for other potential tournaments, events, and athlete training camps. The exposure from hosting would also serve as a powerful promotional tool, raising the City's profile across the province. As the climate continues to shift, Sault Ste. Marie is poised to be an excellent host location for winter events where we can showcase winter products to participants from across the province.

In a demonstration of their support for the bid to host the Ontario Winter Games, the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie contribute \$125,000 from the General Development Fund to support the 2028 Ontario Winter Games. Further, be it resolved that this financial contribution be contingent upon a) Sault Ste. Marie being awarded the Games and b) securing the required additional funds from other funding sources.”

Staff is recommending that Council to pass the resolution proposed below to support our bid for the 2028 Ontario Winter Games.

Financial Implications

If successful in the bid to host the Ontario Winter Games, Staff proposes that \$37,500 per year (2025 -2028) be allocated from the Tourism Community Development budget for a total contribution of \$150,000.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development – Develop partnerships with key stakeholders and reconciliation.

Recommendation

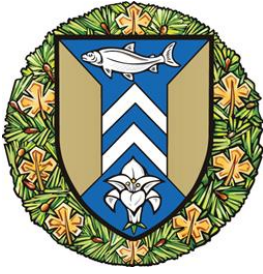
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 concerning Ontario Winter Games Bid 2028 be received and that Council:

- endorse the bid to host the 2028 Ontario Winter Games and
- allocate funds through the Tourism and Community Development budget:
 - \$37,500 in 2025
 - \$37,500 in 2026
 - \$37,500 in 2027
 - \$37,500 in 2028

Respectfully submitted,

Travis Anderson
Director Tourism and Community Development
705.989.7915
t.anderson@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Noise By-Law Exemption Request New Year's Eve Event

Purpose

The purpose of this report is to request Council approval of a Noise By-Law Exemption for the 2024 New Year's Eve Puck Drop at the Downtown Plaza on December 31, 2024.

Background

The New Year's Eve Event, which will take place at the Downtown Plaza, will require an exemption to by-law 80-200.

The festivities will begin at 6 p.m. on December 31 and end at 12:45 a.m. The first portion of the evening will focus on family-based and children's activities, with the first puck drop at 8 p.m. and second drop occurring at midnight. Programming will continue throughout the evening, with the festivities wrapping up at 12:45 a.m.

Analysis

The New Year's Eve Puck Drop event will require an extension of the noise by-law to 1 a.m. on January 1, 2025. This will accommodate the puck drop ceremony at midnight and the continuation of the New Year's Eve celebrations afterward with live music.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

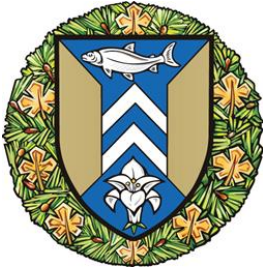
It is therefore recommended that Council take the following action:

The relevant By-law 2024-157 is listed under Agenda item 12 and will be read with all by-laws under that item.

Noise By-Law Exemption Request New Year's Eve Event
November 12, 2024
Page 2.

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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Roger Nenonen, Manager of Cemeteries
DEPARTMENT: Community Development and Enterprise Services
RE: Reallocation of Funds Approved for Mausoleum Master Plan

Purpose

The purpose of this report is to seek Council approval to reallocate Mausoleum Master Plan funds to the construction of more columbarium structures.

Background

Funds for a new Mausoleum Master Plan (\$50,000) were requested and approved by Council in the 2024 Capital Budget due to the fact that the original Master Plan was complete (the land at the present location for mausoleum in Holy Sepulchre Cemetery is fully occupied). The new Master Plan would have reviewed and recommended a new section of land in Holy Sepulchre Cemetery suitable for future structures.

Due to demand and cost, 2024 mausoleum crypt purchases have shown a marked decline, such that the current inventory of crypts will be adequate for another two years or more.

In contrast, demand for columbarium niches (for cremated remains) has increased continually in response to cremation being a popular option.

Analysis

Funds for a new Mausoleum Master Plan were approved by Council for 2024, at \$50,000, from the Cemetery Reserve Fund.

Average annual sales for mausoleum crypts are 31, barring the years where high initial sales created higher (outlier) averages (due to zero inventory on hand). Nine crypts have been sold thus far in 2024. Present inventory is 46 crypts.

Sales for columbarium niches, on the other hand, show continuing growth. Since 2015, for example, 51% growth for Holy Sepulchre Cemetery; 45% growth for New Greenwood Cemetery.

The diminished demand for mausoleum crypts may be primarily due to cost (crypt fees are 45% higher than previous mausoleum fees). This was due to much higher construction costs for the newest mausoleum.

Finally, the cost of a columbarium niche, along with inurnment, is much less than the cost of a mausoleum crypt and entombment (e.g., companion mausoleum crypt with entombment: average cost is \$22,753.69 plus HST; companion columbarium niche with inurnment: cost is \$2,367.25 plus HST).

Staff are recommending the reallocation of funds for a Mausoleum Master Plan to fund the construction of columbarium structures to meet demand. When future mausoleum demand is warranted, the plan can be incorporated with the next build.

Financial Implications

The reallocation of funds will not impact the funding requirements approved in the 2024 Capital Budget. The most recent columbarium structures were \$50,730 (100 niches) and \$71,020 (140 niches). The reallocated funds would be used to go towards the acquisition of additional columbaria.

Strategic Plan / Policy Impact / Climate Impact

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

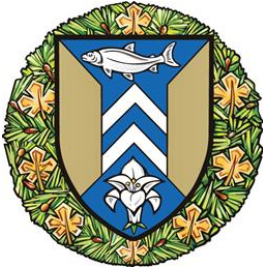
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Cemeteries dated November 12, 2024 concerning the Reallocation of Funds Approved for Mausoleum Master Plan be received and that the reallocation of \$50,000 from the Mausoleum Master Plan into funding for the construction of columbarium structures be approved.

Respectfully submitted,

Roger Nenonen
Manager of Cemeteries
705.759.5324
r.nenonen@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
Diane Morrell, Accessibility Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Green and Inclusive Community Building Funding

Purpose

The purpose of this report is to seek Council approval for an application to the Federal Government's Green and Inclusive Buildings (GICB) program for \$1,000,000 in funding to support the purchase and installation of LED lighting, a barrier-free seating platform and future rooftop solar to improve energy efficiency and accessibility at the John Rhodes Community Centre.

Background

The project aligns with the *Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020 – 2030* (the plan), unanimously approved on December 14, 2020 which prioritizes energy efficiency, and a September 11, 2024 Accessibility Advisory Committee (AAC) motion that seeks accessibility seating which reads:

Whereas there is no barrier-free seating at the John Rhodes Community Centre Arena 2, and whereas the new Northern Community Centre accessible seating has been well received, therefore be it resolved that the AAC recommend a funding application to the Green and Inclusive Communities grant to install barrier-free seating platform with the 20% municipal share to be taken from the barrier removal reserve.

This was supported at a meeting of the AAC on October 2, 2024, and a letter of support to the funding application has been provided (see attachment #1).

Analysis

The Green and Inclusive Community Buildings (GICB) Program is a national merit-based program that seeks to improve the accessibility and condition of community buildings in Canadian communities. The program advances the Government's climate priorities by improving energy efficiency, reducing GHG emissions, and enhancing the climate resilience of community buildings.

The JRCC Retrofit and Accessibility Project seeks to modernize the community centre infrastructure, improve energy efficiency, and continue to create an inclusive environment benefiting diverse community members, including families, seniors, and individuals with disabilities.

Financial Implications

The project budget is estimated to be \$1,000,000 which includes \$77,000¹ for LED lighting, \$40,000² for a barrier-free seating platform and rooftop solar \$883,000³.

The City's share of the \$8,000 for the barrier-free seating platform is recommended by the Accessibility Advisory Committee to be funded by the Barrier Removal Reserve. The reserve has a sufficient uncommitted balance to accommodate the request.

The City's share for the LED Lighting and Rooftop Solar in the amount of \$192,000 is subject to the approval of the 2025 Capital Budget. Recommended in the 2025 Capital Budget is \$175,000 for LED lighting at the John Rhodes Community Centre. If the budget is approved, the funding would be requested to be utilized for the City's share of both projects. The shortfall of \$17,000 of the City share would be share would be requested to be funded from the Asset Management Reserve.

As the 2025 Capital Budget is not yet approved, staff would return to Council pending the approval of the grant application to seek a capital budget amendment to add the projects and recommended funding sources.

Strategic Plan / Policy Impact / Climate Impact

Upgrades of existing infrastructure are included in the infrastructure focus area of the Corporate Strategic Plan, as is the value of Environment, to "Seek opportunities to implement sustainable solutions." LED lights offer longevity and efficiency, resulting in significant energy savings and improved lighting quality, making the center more welcoming for visitors. The future solar panel installation upgrade ensures structural integrity while reducing reliance on non-renewable energy sources, ultimately decreasing greenhouse gas emissions and aligning with the City's net zero climate goals.

Further, the project addresses focus area 4 of the Corporate Strategic Plan – service delivery to eliminate barriers and enhance accessibility. Installing accessible bleachers ensures that individuals with mobility challenges can participate in and enjoy events.

Recommendation

It is therefore recommended that Council take the following action:

¹ Quote received in 2024 by Mid-Canada to retrofit the remainder of the JRCC to LED (includes instant-discount incentives from the IESO).

² Quote obtained in 2024 by the Accessibility Coordinator, and 20% of costs approved by the Accessibility Committee (resolution from council required)

³ Estimate provided in the draft JRCC Deep Energy Retrofit Audit, with a 30% added contingency

Green and Inclusive Community Building Funding

November 12, 2024

Page 3.

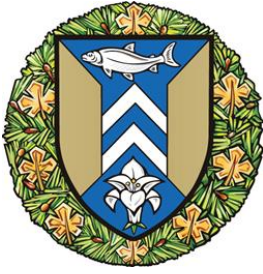
Resolved that the report of the Sustainability Coordinator and Accessibility Coordinator dated November 12, 2024 concerning Green and Inclusive Community Building Fund be received and that Council authorize staff to proceed with an application to the Green and Inclusive Community Building Fund to support the John Rhodes Community Centre Retrofit and Accessibility project (LED lighting, a barrier-free seating platform and future rooftop solar) in the amount of \$1,000,000;

Further that Council approves that 20% of the Barrier Free Seating Platform costs be taken from the barrier removal reserve should funding be successful.

Respectfully submitted,

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

Diane Morrell
Accessibility Coordinator
705.541.7310
d.morrel@cityssm.on.ca



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Climate Adaptation Plan Funding

Purpose

The purpose of this report is to seek Council approval to apply to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Climate-Ready Plans and Processes program for funding to develop a Sault Ste. Marie Community Climate Adaptation Plan.

Background

On December 14, 2020, the City of Sault Ste. Marie (the City) unanimously approved the Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan 2020 – 2030 (the plan)¹. The plan focused on mitigation (emission reduction actions and strategies); however, it also highlights the importance of climate resiliency work, including the development of a climate adaptation plan. The recently launched FCM GMF Climate-Ready Plans and Processes program funding supports municipalities in developing climate adaptation plans that support implementing measures that reduce impacts from future climate-related events and hazards.

The funding will cover up to 80% (maximum of \$105,000) of project costs (60% base funding, plus 5% based on population; and an additional 15% funding if it addresses reconciliation, anti-racism, equity and inclusion). The remaining 20% must be provided by the applicant and can come in the form of in-kind staff wages.

Analysis

Every corner of Canada has been touched by climate change in some way, whether through increased frequency of storms, floods, heatwaves, and droughts, damaging infrastructure, and, in tragic cases, claiming lives. Despite its wide reach, it is also the most vulnerable members of communities who are most at risk of feeling the impacts of climate change the most².

¹ <https://saultstemarie.ca/Cityweb/media/Community-Services/FutureSSM/GHG/2021-07-12-GHG-Reduction-Plan-Final.pdf>

² <https://www.canada.ca/en/health-canada/services/climate-change-health/populations-risk.html>

Combating climate change has largely been understood as a matter of Federal and Provincial jurisdiction; however, the effects of climate change are most significant at the municipal level largely due to extreme weather events. Many Ontario cities, including, but not limited to [Thunder Bay](#), [Timmins](#), [Hamilton](#), [Windsor](#), [Guelph](#), and [Waterloo](#) have acted on this by creating community climate adaptation plans. To achieve climate resiliency in the future, municipalities will need to invest in infrastructure, policy, and planning in areas including but not limited to buildings/development infrastructure, communication systems, transportation systems, green infrastructure, waste management, and water systems.

The FCM GMF Climate-Ready Plans and Processes funding program supports municipalities with funding either the development of a climate risk assessment (which the City completed in 2020³) or a climate adaptation plan. A climate adaptation plan takes the climate risk assessment a step further by outlining specific actions that municipalities can take to address the identified risks. These plans help municipalities prioritize climate adaptation measures across various sectors within the municipality. They also allow for the integration of climate resilience-building strategies into existing municipal plans, such as asset management and land-use planning, and enhance community resilience by implementing solutions that reduce the long-term risks of climate-related hazards

A climate adaptation plan also supports legislatively mandated requirements, such as the *Emergency Management and Civil Protection Act*, which mandates the City conduct a Hazard Identification and Risk Assessment (HIRA), taking into account the climate change adaptation frameworks. This risk assessment helps to establish a focus for emergency management programs, allocate resources, and plan appropriately. With funds dedicated to climate adaptation planning, the City will be able to specifically address climate-related hazards, including extreme weather events such as flooding and heat waves. These funds will enable staff to prioritize climate risks across sectors, ensuring that adaptation strategies target the most vulnerable areas with proactive solutions to mitigate long-term risks. This funding will also fortify the municipality's long-term resilience against climate threats.

A steering committee made up of department leads, including the Sustainability Coordinator, Emergency Management Coordinator, Director of Public Works, Director of Engineering, and the Deputy CAO Community Development and Enterprise Services, will be formed to lead the project, should funding be received. The project is expected to support City infrastructure planning and policy, as well as regulatory compliance (e.g., HIRA), infrastructure resilience, future funding opportunities, data-driven decision-making, and City sustainability goals.

³ https://saultsternarie.ca/Cityweb/media/Community-Services/GHG/Final-Report-Climate-Change-Risk-Assessment_SSM.pdf

Financial Implications

The maximum funding will be applied for this project, with an expected project cost of \$131,250. The FCM will fund 80% of project costs (up to \$105,000), and the remaining 20% (\$26,250) will be accommodated by the City in-kind through staff wages up to a maximum of 263 hours. The climate adaptation plan project aligns well with the HIRA work planned for 2025 by the City's Emergency Management Coordinator, allowing for efficient use of staff hours and maximizing resources by integrating both projects, pending funding. Steering committee staff hours will also be accommodated through this.

Strategic Plan / Policy Impact / Climate Impact

The Climate Adaptation Plan Funding Project aligns with the City of Sault Ste. Marie's Strategic Plan 2024-2027 infrastructure focus area, which encourages opportunities to implement sustainable solutions and upgrade assets for climate resilience. The project will have a positive impact and aligns with the values of equity as it will look at ways to support the City's most vulnerable.

The funding request project aligns with the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, which recommends developing a climate adaptation plan.

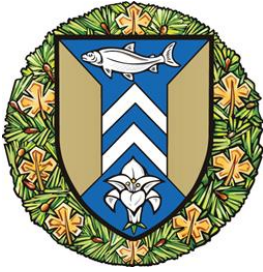
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated November 12, 2024 concerning Climate Adaptation Plan Funding be received and staff be authorized to proceed with the preparation of an application to the Federation of Canadian Municipalities Green Municipal Fund Climate-Ready Plans and Processes program for funding to develop a Sault Ste. Marie Climate Adaptation Plan.

Respectfully submitted,

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



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

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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Herkimer Street Bridge Closure

Purpose

The purpose of this report is to obtain approval to close Herkimer Street from Victoria Street to Carpin Beach Road.

Background

The Herkimer Street bridge is located approximately 0.5km west of Carpin Beach Road over the Big Carp River. The bridge, built in 1963, is a wood timber bridge. The Province of Ontario mandates that bridge structures are inspected biennially following the Ontario Structural Inspection Manual.

Analysis

During the 2024 inspection, the Structural Engineer hired to complete the program noted structural defects at the Herkimer Street Bridge and recommended that the bridge be immediately closed to traffic.

Public Works staff installed barricades, and a media release was issued to notify the public and relevant agencies about the closure.

Staff is now seeking a by-law to close Herkimer Street from Victoria Street to Carpin Beach Road until November 30, 2025. There are limited access requirements on this section of road. The City is working with the property owners to meet their requirements.

During this closure staff will review the need for this bridge structure and start the process for decommissioning it or start the design to replace it. The final recommendation will be the subject of a future Council report.

Financial Implications

There are no immediate financial implications to this report. Approval will be sought at the time the proposed replacement or decommissioning of the bridge is presented to Council.

Herkimer Street Bridge Closure

November 12, 2024

Page 2

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-165 is listed under Agenda item 12 and will be read with all by-laws under that item

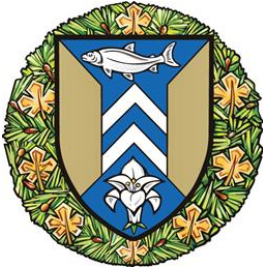
Respectfully submitted,

Maggie McAuley, P. Eng.

Municipal Services and Design Engineer

705.759.5385

m.mcauley@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng, Manager of Development and
Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Wastewater Operations Agreement

Purpose

The purpose of this report is to seek Council approval for a revised contract with PUC Services Inc. (PUC) to operate and maintain the City's wastewater treatment facilities and large pump station infrastructure.

Background

The City of Sault Ste. Marie is the owner of all public wastewater collection, transmission, and treatment infrastructure throughout the community. The replacement cost of these assets is estimated at approximately \$1.78 billion. The City contracts the operations of major wastewater facilities (including two treatment plants, six major pumping stations, and two sanitary storage tanks) to the PUC. All gravity sewers and small pumping stations are operated and maintained by Public Works.

PUC Services Inc. initially assumed operations in 2003 which aligned with PUC's broader service integration objectives and has been supported by several contract amendments, including a major update in 2007 to accommodate the East End Plant's expansion and the implementation of advanced biological nutrient removal (BNR) processes.

Since the Agreement was executed there have been a number of new operational expenditures that are required on an ongoing basis. Examples include but are not limited to items such as new chemicals utilized to enhance odour mitigation efforts, new regulatory reporting and testing requirements, ongoing brushing of fence lines, and load bank testing. These expenditures are better aligned with the operations contract, and therefore, periodic contract updates are warranted to ensure that the contract reflects the current regulatory and operational landscape.

On December 18, 2023, Council approved By-law 2023-205 to allow for an Amending Agreement to the current Wastewater Treatment Services Agreement

between the City and PUC Services Inc. This Amending Agreement modified the terms, permitting a month-to-month renewal effective January 1, 2024, while discussions for a more comprehensive revision continued. As a result of the contract and operations review, a new contract is being recommended for approval.

Analysis

The proposed contract includes the addition of services and the adjustment of costs to recent actuals. Under this updated contract proposal, PUC seeks to continue its role as the City's wastewater treatment partner, adding essential support for the City's SCADA systems, assumption of new telecommunications system fees, and transferring annual budgeted items not covered under the previous contract, to better align with operations into the base contract.

The proposed 25% increase in the operating contract, amounting to \$758,067 for 2024, reflects adjustments to align costs with recent actuals and includes essential additions to PUC's services as the City's wastewater treatment partner. Key updates under this contract include support for the City's SCADA systems, new telecommunications fees, and the transfer of several annual budgeted items into the base contract to improve financial alignment moving forward. This transfer addresses the City's evolving operational and regulatory demands, which have introduced new expenditures since the last contract period.

New expenditures include, but are not limited to, ongoing odour mitigation through enhanced chemical usage, expanded regulatory reporting and testing requirements, and regular brushing of fence lines to maintain security. Enhanced testing, now feasible due to upgrades in electrical infrastructure, has also been included to improve system reliability. These updates reflect the true cost of operations and support continued compliance with evolving environmental regulations.

Financial Implications

The approval of the agreement for services will reflect an increase of 25.6%, or \$758,067 before taxes, over the previous contract for year one – 2024. Year two – 2025 will include a transfer of items previously included within the annual capital requirement that are operational in nature in the amount of \$308,850 before taxes. Year two – 2025, will add an inflationary amount as set out in the agreement. The 2024 approved and the 2025 proposed sanitary rate supported budgets can accommodate the increases for the contract. Future budgets will be reviewed and may require an increase in the sanitary sewer rate for contract increases and future capital requirements.

Strategic Plan / Policy Impact / Climate Impact

The report links to the City's strategic focus area of maintaining existing infrastructure. Continuing with the City's existing service provider enables leveraging of established knowledge to support informed decision-making as it relates to climate mitigation efforts.

Wastewater Operations Agreement

November 12, 2024

Page 3

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

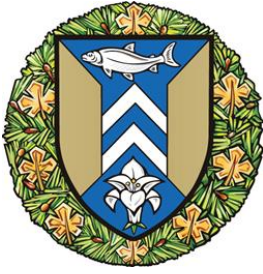
Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759-5380

c.taddo@cityssm.on.ca



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

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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Surplus property 103 Victoria Street

Purpose

The purpose of this report is to recommend to Council that the City owned property described as PIN 31613-0177(LT) LT 45-46 PL 58 AWENGE; SAULT STE. MARIE, being 103 Victoria Street (“Property”) be declared surplus and offered for sale by the City in accordance with the City’s policy for the disposition of land to both abutting owners.

Attachments

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

Background

The Legal Department received a request to purchase the property from the abutting owners. The request was circulated to various City Departments, the District of Sault Ste. Marie Social Services Administration Board (“DSSMSSAB”) and the Sault Ste. Marie Region Conservation Authority (“SSMRCA”) for comment.

The Public Works Department, Engineering, Planning, Building, Community Development and Enterprise Services Department, and DSSMSSAB have no issue with declaring the property surplus. Building and Planning both advised that 103 Victoria Street cannot be developed on its own and it is their recommendation that it be sold to the abutting owners. Rocky O’Neill (99 Victoria Street) and Gordon Dale Page and Cynthia Margaret Page (107 Victoria Street) are the abutting owners.

The SSMRCA advised that the Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development Interference with Wetlands and Alterations to Shoreline and Watercourses. Any proposed development on the Property will require a site plan review and may require a permit from SSMRCA. SSMRCA has no objection to the proposed sale of the property.

Surplus property 103 Victoria Street

November 12, 2024

Page 2.

The Legal Department requested a valuation of the Property. The abutting property owners have agreed to purchase the property for the sum of \$20,000 which is consistent with valuation obtained. The abutting property owners will each be responsible for their one-half share of the purchase price and reference plan costs. Each abutting owner will also be responsible for their own legal fees.

Analysis

If Council declares the property surplus, the property will be advertised on the City's web page with the notation that it will be sold to the abutting property owners. Negotiations will then follow with the abutting owners to determine the purchase price.

Financial Implications

If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property, it may be assessable 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:

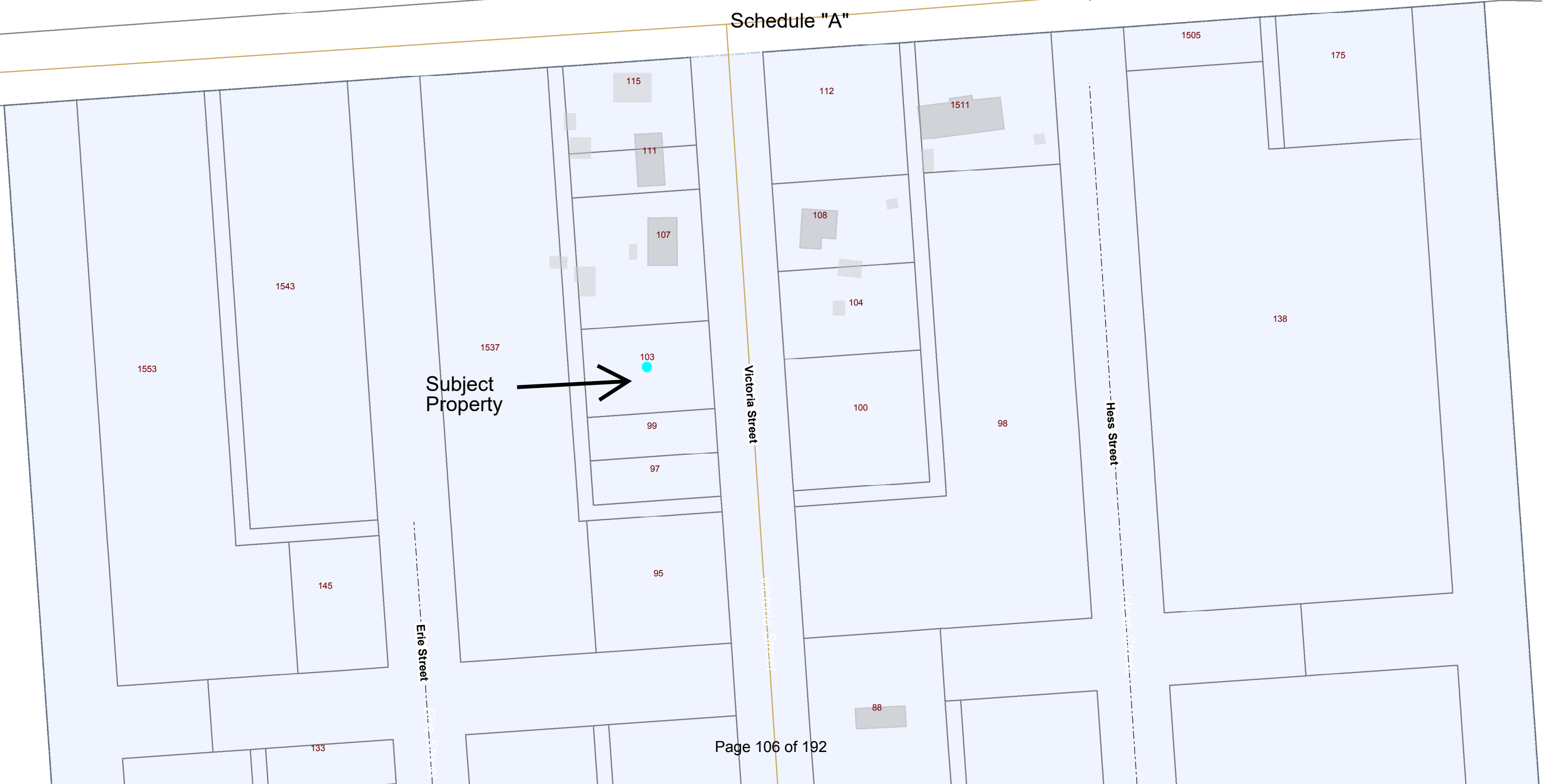
The relevant By-law 2024-167 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

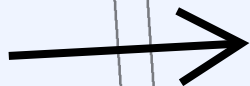
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

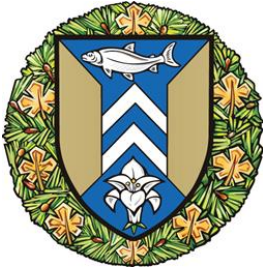
Schedule "A"

Herkimer Street



Subject Property





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

November 12, 2024

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 surplus property 97 Victoria Street

Purpose

The purpose of this report is to advise Council of the offer received for the sale of 97 Victoria Street, legally described as LT 43 PL 58 AWENGE; SAULT STE. MARIE.

Attachment

Attached as Schedule "A" is the map of the subject property ("Property").

Background

The abutting property owner, Rocky O'Neil is interested in acquiring the Property. On June 13, 2022, By-law 2022-122 declared the Property surplus to the City's needs and approved the disposition of same.

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.

The sale of this Property could not proceed until the sale of another property also before Council (being 103 Victoria Street) was ready for consideration. Rocky O'Neil cannot purchase and develop 97 Victoria Street on its own or even together with his current property, given their respective small size.

The abutting property owner has provided the legal department with a formal valuation completed by Tim Gardiner, Broker, Exit Realty. Consistent with the market valuation, the abutting property owner has agreed to purchase the property for \$10,000.

Analysis

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 surplus property 97 Victoria Street

November 12, 2024

Page 2.

Financial Implications

The property is presently owned by the City and is exempt from property taxes. Upon the sale of 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:

The relevant By-law 2024-166 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

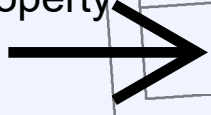
1553
1543
145

1537
115
111
107
103
99
97
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112
1511
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88
84

138

Subject Property

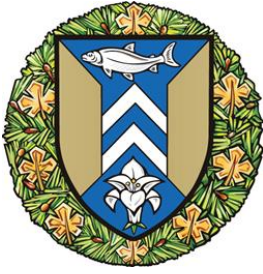


97

Erie Street

Victoria Street

Hess Street



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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Surplus Property – Part of 330 Industrial Park Crescent

Purpose

The purpose of this report is to recommend to Council that the property described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent, be declared surplus and offered for sale to the abutting owner, being 1584836 Ontario Inc., operating as First General SSM (Rico Briglio).

Attachment

Attached as Schedule “A” is a map of 330 Industrial Park Crescent with the portion desired to be purchased by First General SSM outlined in black (80’ x 200’) (“Subject Property”).

Background

The Legal Department received a request from Rico Briglio, President, First General SSM (“Requestor”) on May 13, 2024 following a site visit with City staff proposing the purchase of the Subject Property. The request to purchase the Subject Property was circulated for comment and the following comments were received:

Public Works

Public Works has no concerns or further comments.

Engineering

Engineering has no issues with Mr. Briglio acquiring the lands in black subject to the previous comments provided.

Building

Building Division provided the following comments:

- Based on city GIS mapping, there are overhead powerlines on the east side of industrial park crescent.
- If a new main entrance is created in the future, a permit will be required for a new culvert.
- Property is under the jurisdiction of SSMRCA.
- Zoned Parks and Recreation zone (PR). Any building must follow Section 12.2 in the PR Zone.

Sault Ste. Marie Region Conservation Authority

The subject property, 330 Industrial Park Crescent as described in the circulation, is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg.41/24 – Prohibited Activities, Exemptions and Permits.

SSMRCA staff member Anjum Amin, P.Eng. has provided the following comments:

1. The SSMRCA assumes no responsibility or liability for any flood, erosion or slope failure damage which may occur in future as the area was previously filled with unknown non-engineered fill.
2. The regulation setback is 15 metres from the stable top of the slope. If the purchaser intends to construct a structure on the top of the slope in the future, a slope stability analysis will be required. The report must be prepared by a Qualified Professional Geotechnical Engineer.
3. Erosion is a natural phenomenon that is often associated with ravines. The private property owner is responsible to maintain erosion protection measure. The private property owner is also responsible for remediation of issues related to slope and erosion within the property. The SSMRCA is not responsible for carrying out maintenance on private properties. Any future erosion or slope repair will be the responsibility of the private property owner.

Any development (fill/grading) on the subject property will require a permit from our office.

Community Development and Enterprise Services

No comments or objections

Analysis

If Council declares the property surplus, the property will be advertised on the City's web page with the notation that it will be sold to the abutting property owner.

Financial Implications

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

Surplus Property – Part of 330 Industrial Park Crescent

November 12, 2024

Page 3.

owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable 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:

The relevant By-law 2024-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

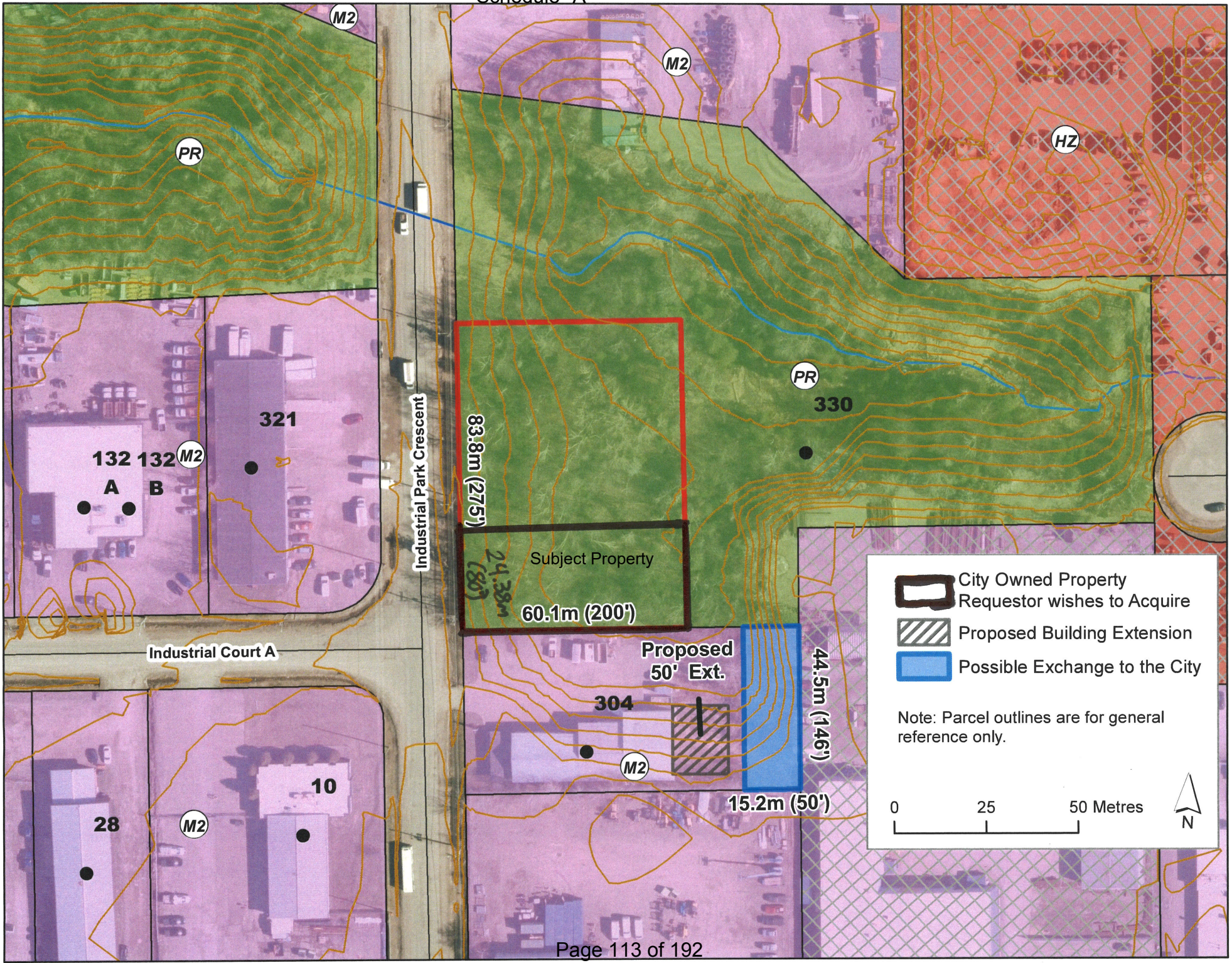
Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior

Litigation Counsel

705.759.5403

m.borowiczsibenik@cityssm.on.ca



Industrial Park Crescent

Industrial Court A

83.8m (275')

24.38m (80')

Subject Property
60.1m (200')

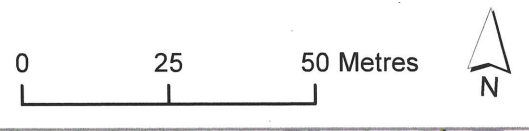
Proposed
50' Ext.

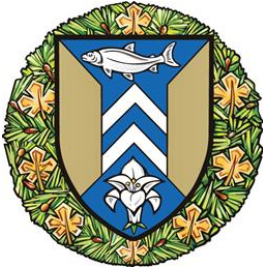
44.5m (146')

15.2m (50')

- City Owned Property
- Requestor wishes to Acquire
- Proposed Building Extension
- Possible Exchange to the City

Note: Parcel outlines are for general reference only.





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

November 12, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Sault Area Hospital Enforcement Officer Update

Purpose

The purpose of this report is to update By-law 2022-58 that sets out the enforcement responsibilities of Sault Area Hospital Enforcement Officers.

Background

In 2022, Sault Area Hospital (SAH) staff approached the City to expand the powers of their contracted enforcement officers to include the City's Smoking By-law and parking provisions found within the City's Traffic By-law. A specific appointment by-law was created for this request because it encompasses Part 1 (smoking) and Part II (parking) offences. Algoma Public Health (APH) welcomed SAH officers gaining expanded power under the Smoking By-law as APH has limited enforcement resources.

Analysis

When the appointment by-law was approved in 2022, SAH enforcement was under contract with N1 Solutions. SAH has since changed service providers for enforcement, requiring the by-law to be updated to reflect the service provider accurately. Also, to avoid the need to amend the by-law in the future if the named service provider changes, staff recommends using more generic language within the appointment by-law. The amendment replaces the "N1 Solutions Officers" reference to reflect "Sault Area Hospital Enforcement Officers". The amendment also deems the employee's termination with the service provider to end their appointment as an officer.

By-law 2024-60, passed by Council in April of this year, delegates authority to appoint officers to the Director of Community Services, who will update the appointed officers list under Schedule "A" and keep officers current should the service provided experience staff change.

Financial Implications

There are no financial implications with this report.

Strategic Plan / Policy Impact / Climate Impact

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

Sault Area Hospital Enforcement Officer Update

November 12, 2024

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-155 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-155

APPOINTMENT OF SAULT AREA HOSPITAL ENFORCEMENT OFFICERS: A by-law to amend By-law 2022-58 being a by-law that sets out the enforcement responsibilities and the appointment of Sault Area Hospital Enforcement Officers.

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 55 of the *Community Safety and Policing Act*, S.O. 2019, c. 1, Schedule 1 and amendments thereto, ENACTS as follows:

1. **AMENDMENTS TO BY-LAW 2022-58**

Remove “N1 Solutions Officers” throughout and replace it with “Sault Area Hospital Enforcement Officers”.

Remove section 2 in its entirety and replace with:

“Schedule “A” forms part of this by-law.

In the event that any of the persons whose names appear on Schedule “A” to this by-law, cease to be employed by the service provider as procured by the Sault Area Hospital N1 Solutions, that person’s appointment is automatically terminated.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

November 4, 2024

Bylaw Security Numbers

Name	Security #	ByLaw Numbers
Kieran O'Brien	11126761	150
Dan Bougie	57680	460
Arshpreet Singh	11260880	772
Ray Sleeman	10779905	459
Isaac Hurley	11401734	846
Adam Whalen	11296249	856
Tanuj Lilran	11406721	852
Meghan Eckford	11419510	848
Jobinjeet Singh	11401448	869
Jils James	11422575	849
Wisdom Ononuju	11441169	863
Rob Kemp	11161866	735
Akshaj	11395486	859
Yuvraj Singh	11326751	847
Sahil Banger	11300625	858
Jatin Malik	11460764	867

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-157

REGULATIONS: A by-law to exempt the New Year's Eve Puck Drop at the Downtown Plaza on December 31, 2024 from 6:00 p.m. to 1:00 a.m. on January 1, 2025 from Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the New Year's Eve Puck Drop at the Downtown Plaza on December 31, 2024 from 6:00 p.m. to 1:00 a.m. on January 1, 2025 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-158

DELEGATION TO THE CHIEF ADMINISTRATIVE OFFICER (“CAO”): A by-law authorizing the CAO, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie agreements related to up-front funding for Concerts and Events at the GFL Memorial Gardens and allocate the upset limit of up-to \$300,000 per Concert or Event.

WHEREAS on October 21, 2024, Council passed a resolution transferring \$300,000 from the Contingency Reserve to the GFL Event Reserve and authorized that the relevant delegation By-law appear on a future Agenda;

AND WHEREAS Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, (the “Act”) allows for Council to delegate its powers under the Act to officers and employees of the City;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the Act, **ENACTS** as follows:

1. **STEPS FOR ALLOCATION OF FUNDS AND EXECUTION OF RELATED AGREEMENT APPROVAL**

- (i) The Manager of Community Arenas shall review the Concert or Event opportunity and prepare a break-even analysis.
- (ii) If the Concert or Event opportunity and analysis prepared by the Manager of Community Arenas demonstrates a positive rate of return, the opportunity and analysis shall be presented to the Director of Community Services.
- (iii) If the Director of Community Services supports the opportunity and analysis, the opportunity and analysis will be forwarded to the Chief Financial Officer/Treasurer (“CFO-Treasurer”) and Deputy CAO of Community Development and Enterprise Services (“DCAO CD&ES”).
- (iv) If supported by the DCAO CD&ES and CFO-Treasurer, and the amount can be supported by internal reserves, the opportunity and analysis are presented to the CAO for final approval and commitment of an amount up to \$300,000 for the upcoming Concert or Event.
- (v) Legal will review any associated agreement of offer; and
- (vi) Once Legal reviews the agreement, the CAO may execute the offer or extend a signed offer to the promoter.
- (vii) A copy of any agreement signed under this delegated authority shall be filed with the Clerk’s Office and kept as part of the City’s official records.

2. **COUNCIL AUTHORITY DELEGATED**

- (i) Council hereby delegates to the CAO, or their delegate, signing authority to execute agreements relating to up-front funding for Concerts and Events at the GFL Memorial Gardens and any associated up-front funding up to \$300,000 per Concert(s) or Event(s).

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-159

FINANCE: A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **USER FEES ADOPTED**

That Council does confirm and ratify the user fees and service charges described in Schedules “A” to “I” attached to and forming part of this By-law and are outlined as follows:

- Schedule A - Clerk’s Department
- Schedule B - Community Development & Enterprise Services Department
- Schedule C - Engineering Department
- Schedule D - Planning Department
- Schedule E - Building Services Department
- Schedule F - Finance Department
- Schedule G - Fire Services
- Schedule H - Legal Department
- Schedule I - Public Works Department

2. **BY-LAW 2023-183 REPEALED**

By-law 2023-183 is hereby repealed.

3. **EFFECTIVE DATE**

This By-law is effective on January 1, 2025.

PASSED in open Council this November 12, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "A"
CLERK'S DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
MARRIAGE LICENCES			
- Sale of Marriage Licenses - per license	\$145.00	\$150.00	Exempt
MAP SALES			
- Sale of City Maps - per map	\$2.00	\$2.00	Included
OTHER			
- Photocopying - per page	\$0.50	\$0.50	Included
LOTTERY LICENCES			
- Raffle under \$50,000 value	\$10.00 or 3% of prize value	\$10.00 or 3% of prize value	Exempt
- Raffle over \$50,000 value	to province	to province	Exempt
- Bingo - prize under \$5,500	\$10.00 or 3% of prize value	\$10.00 or 3% of prize value	Exempt
- Bingo - prize over \$5,500	to province	to province	Exempt
- Bazaar (maximum 3 wheels)	\$10.00/wheel	\$10.00/wheel	Exempt
- Nevada Tickets	3% of prize value	3% of prize value	Exempt
SHORT TERM RENTAL LICENSING FEE (THREE-YEAR)			
- Lost licence fee	\$500.00	\$510.00	Exempt
	\$20.00	\$20.00	Exempt
GENERAL LICENCES			
Pawnbroker – annual	\$310.00	\$315.00	Exempt
Pawnbroker – additional late fee	\$150.00	\$155.00	Exempt
Pawnbroker– lost licence fee	\$20.00	\$20.00	Exempt
Pawnbroker – re-inspection fee	\$110.00	\$110.00	Exempt
Plumber – Master – annual	\$30.00	\$35.00	Exempt
Plumber – Master – additional late fee	\$15.00	\$15.00	Exempt
Plumber – Master – lost licence fee	\$20.00	\$20.00	Exempt
Adult Entertainment Parlour – Owner / Operator – annual	\$2,225.00	\$2,270.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – annual	\$120.00	\$120.00	Exempt
Adult Entertainment Parlour – Owner / Operator – additional late fee	\$1,115.00	\$1,135.00	Exempt
Adult Entertainment Parlour – Burlesque Attendant – additional late fee	\$55.00	\$56.00	Exempt
Adult Entertainment Parlour – lost licence fee	\$20.00	\$20.00	Exempt
Adult Entertainment Parlour – re-inspection fee	\$110.00	\$110.00	Exempt
Amusement Arcade – annual	\$315.00	\$320.00	Exempt
Transfer of Ownership of Licence for Amusement Arcade	\$60.00	\$60.00	Exempt
Amusement Arcade – additional late fee	\$155.00	\$160.00	Exempt
Amusement Arcade – lost licence fee	\$20.00	\$20.00	Exempt
Amusement Arcade – re-inspection fee	\$110.00	\$110.00	Exempt
Vehicle for Hire Driver – initial	\$40.00	\$41.00	Exempt
Vehicle for Hire Driver – renewal	\$25.00	\$40.00	Exempt
Vehicle for Hire Driver – replacement	\$15.00	\$15.00	Exempt
Owner – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Owner – renewal	\$100.00	\$100.00	Exempt
Owner – replacement	\$15.00	\$15.00	Exempt
Vehicle for Hire – initial additional vehicle to fleet	\$100.00	\$100.00	Exempt
Vehicle for Hire – renewal per vehicle	\$50.00	\$51.00	Exempt
Vehicle for Hire – replacement licence	\$25.00	\$50.00	Exempt
Broker – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Broker – renewal per vehicle	\$100.00	\$100.00	Exempt
Broker – replacement	\$15.00	\$15.00	Exempt
Hotel Shuttle Bus Owner – initial	\$200.00	\$200.00	Exempt
Hotel Shuttle Bus Owner – renewal per vehicle	\$50.00	\$50.00	Exempt
Hotel Shuttle Bus Owner – replacement	\$15.00	\$15.00	Exempt
Rideshare Owner – initial (includes 1 vehicle)	\$400.00	\$400.00	Exempt
Rideshare Owner – renewal	\$100.00	\$100.00	Exempt
Rideshare Owner – replacement	\$15.00	\$15.00	Exempt
Rideshare Driver for Hire – initial	\$40.00	\$40.00	Exempt
Rideshare Driver for Hire – renewal	\$25.00	\$25.00	Exempt
Rideshare Driver for Hire – replacement	\$15.00	\$15.00	Exempt
Rideshare vehicle – initial	\$100.00	\$100.00	Exempt
Rideshare vehicle – renewal	\$50.00	\$50.00	Exempt
Rideshare vehicle – replacement	\$25.00	\$25.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "A"
CLERK'S DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Payday Loan annual licensing fee	\$1,115.00	\$1,115.00	Exempt
Payday Loan – additional late licence fee	\$550.00	\$550.00	Exempt
Payday Loan re-inspection fee	\$110.00	\$110.00	Exempt
Payday Loan lost licence fee	\$20.00	\$20.00	Exempt
Food Vendor and Peddler – re-inspection fee	\$110.00	\$110.00	Exempt
Food Vendor and Peddler – lost licence fee	\$20.00	\$20.00	Exempt
PART III - FOOD VENDOR - RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$85.00	\$85.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$165.00	\$165.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	\$85.00	\$85.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	\$165.00	\$165.00	Exempt
Class 5 – Ice cream or hotdog cart (seasonal)	\$270.00	\$270.00	Exempt
Class 6 - Annual Sales (valid only in the calendar year issued)	\$305.00	\$305.00	Exempt
PART III - FOOD VENDOR - RESIDENT - ADDITIONAL LATE FEES/ PENALTY			
	\$155.00	\$155.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$165.00	\$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$335.00	\$335.00	Exempt
Class 3 – Mobile day sales (maximum of 7 day licence)	\$165.00	\$165.00	Exempt
Class 4 – Mobile temporary sales (maximum of 3 month licence)	\$335.00	\$335.00	Exempt
Class 5 – Ice-cream or hotdog cart (seasonal)	\$335.00	\$335.00	Exempt
PART III - FOOD VENDOR - NON-RESIDENT - ADDITIONAL LATE FEES / PENALTY			
	\$155.00	\$155.00	Exempt
PART IV – PEDDLER – NON-RESIDENT			
Class 1 – Stationary day sales (maximum of 7 day licence)	\$165.00	\$165.00	Exempt
Class 2 – Stationary temporary sales (maximum of 3 month licence)	\$335.00	\$335.00	Exempt
Class 3 – Door-to-door day sales (maximum of 7 day licence)	\$165.00	\$165.00	Exempt
Class 4 – Door-to-door temporary sales (maximum of 3 month licence)	\$335.00	\$335.00	Exempt
PART IV – PEDDLER – NON-RESIDENT – ADDITIONAL LATE FEES / PENALTY			
	\$155.00	\$155.00	Exempt

NOTE: Licence fees for taxis, limousines, etc. are governed by Police Services By-law 154 but administered by the Clerk's Department.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
BONDAR PAVILION			
- Full Day Rental - Non Profit Group	\$230.09	\$234.51	Added
- Part Day Rental - Non Profit Group	\$146.02	\$150.44	Added
- Full Day Rental - Commercial	\$884.96	\$902.65	Added
- Part Day Rental - Commercial	\$460.18	\$469.03	Added
- Wedding Receptions	\$1,141.59	\$1,163.72	Added
- Wedding Ceremony Only - Base Fee	\$296.46	\$300.88	Added
- Wedding Ceremony and Reception	\$1,526.55	\$1,557.52	Added
- Clean Up - Minor	\$75.22	\$76.99	Added
- Clean Up - Major	\$296.46	\$300.88	Added
- Barriers	\$1.55	\$1.55	Added
- Tables	\$5.31	\$5.31	Added
- Chairs	\$0.66	\$0.66	Added
- Sound System (per day)	\$42.04	\$42.92	Added
- Kitchen (per day)	\$66.37	\$68.14	Added
- Supervision of Volunteers (per hour)	\$22.79	\$23.23	Added
- Alcohol event admin fee per event per day	\$38.27	\$38.94	Added
- Facility Booking - per booking	\$38.27	\$38.94	Added
- Waste Removal (Additional Bin)	\$203.54	\$207.96	Added
- Electrical Surcharge per day (film productions) connected to special events panel - per day	\$106.19	\$107.96	Added
MARINA FEES			
- Fuels	Road Price + \$ 0.05	Road Price + \$ 0.05	Included
- Sewage Pumpouts - per service (single tank)	\$12.83	\$13.27	Added
- Cruise Ship Dockage Fee - rate per meter	\$6.86	\$7.08	Added
- Cruise Ship Pumpout fee - rate per cubic meter	\$3.32	\$3.32	Added
- Cruise Ship set-up fee	\$181.42	\$185.84	Added
- Bondar - Slip Rental - Daily - per foot	\$1.99	\$1.99	Added
- Bondar - Slip Rental - Weekly - per foot	\$9.07	\$9.73	Added
- Bondar - Slip Rental - Monthly - per foot	\$26.55	\$27.43	Added
- Bondar Dock - Ship/Barge Dockage (per metre) - per day	\$1.75	\$1.77	Added
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	\$5.75	\$6.19	Added
- Bellevue - Slip Rental - Weekly - Serviced per foot	\$7.30	\$7.96	Added
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	\$26.33	\$26.55	Added
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	\$29.65	\$30.09	Added
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	\$17.48	\$17.70	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- Bellevue - Slip Rental - Monthly - Serviced per foot	\$20.80	\$21.24	Added
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	\$34.07	\$34.51	Added
- Bellevue - Slip Rental - Seasonal - Serviced per foot	\$38.94	\$39.82	Added
- Bellevue - Slip Rental - Daily - Serviced per foot	\$1.99	\$1.99	Added
- Bellevue - Slip Rental - Daily - Non Serviced per foot	\$1.55	\$1.55	Added
- Winter Storage - Monthly per foot	\$1.99	\$1.99	Added
- Slip Cancellation Fee	\$28.50	\$29.00	Included
- September Special	50% fee discount	50% fee discount	Added
- Launch Ramp Fee - Daily	\$7.00	\$7.00	Included
- Launch Ramp Fee - Seasonal	\$70.00	\$70.00	Included
Bike Rentals			
- Hourly	\$7.00	\$7.00	Included
- Half Day (4 hours)	\$15.25	\$16.00	Included
- Full Day (8 hours)	\$26.25	\$27.00	Included
SENIORS 55+ PROGRAMMING			
- Supervision (outside normal operating hours) - per hour	\$22.35	\$23.23	Added
- Main Hall - Half day rental	\$61.00	\$62.00	Included
- Main Hall - Full Day Rental	\$135.00	\$140.00	Included
- Meeting Room - Full Day rental (55+)	\$110.00	\$115.00	Included
- Community Room Rental per hour	\$19.03	\$19.47	Added
- Kitchen (per use)	\$34.00	\$35.00	Included
- AV Equipment (Laptop/Projector/Screen) - per use	\$21.75	\$22.00	Included
- Drop-In Fee (per visit per general program)	\$2.50	\$2.50	Included
- Drop-In Card 25 visits - 25% off Regular Admission	\$47.00	\$47.00	Included
- Drop-In Card 10 visits - 15% off Regular Admission	\$21.25	\$21.25	Included
- Coffee/Tea Pot 10 cup	\$13.25	\$14.00	Included
- Coffee/Tea Airpot 25 cup	\$19.75	\$20.00	Included
- Coffee Urn 50 cup	\$27.50	\$28.00	Included
- Coffee Urn 100 cup	\$55.00	\$56.00	Included
ARENA FEES (John Rhodes and Northern Community Centre)			
- Ice/Complex Rentals - per hour - Adult	\$210.00	\$215.00	Included
- Ice/Complex Rentals - per hour - Youth	\$190.00	\$195.00	Included
- Ice/Complex Rentals - per hour - Youth Organized	\$170.00	\$175.00	Included
- Ice/Complex Rentals - per hour - Non Ice (Lacrosse)	\$100.00	\$105.00	Included
- Rental of NCC or Rhodes Centre - each pad / per day	\$1,150.00	\$1,175.00	Included
- Rental of NCC Meeting Room - per hour	\$21.00	\$22.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- Ice Skating - Admission - Adult	\$4.75	\$4.75	Included
- Ice Skating - Admission - Student	\$4.25	\$4.25	Included
- Ice Skating - Admission - Senior	\$4.25	\$4.25	Included
- Ice Skating - Admission - Child	\$3.50	\$3.50	Included
ARENA FEES (GFL Memorial Gardens)			
- Ice Rentals - per hour - Adult	\$225.00	\$230.00	Included
- Ice Rentals - per hour - Youth	\$200.00	\$205.00	Included
- Ice Rentals - per hour - Youth Organized	\$180.00	\$185.00	Included
- GFL Memorial Gardens Angelo Bumbacco Room - Full Day	\$215.00	\$220.00	Included
- GFL Memorial Gardens Multi Purpose Room - hourly rate	\$34.00	\$34.75	Included
- GFL Memorial Gardens Multi Purpose Room - Full Day	\$145.00	\$150.00	Included
POOL FEES			
- Public Swim Admission - Adult	\$5.31	\$5.53	Added
- Public Swim Admission - Senior	\$3.98	\$4.20	Added
- Public Swim Admission - Child	\$3.54	\$3.76	Added
- Public Swim Admission - Group	\$14.60	\$15.04	Added
- Swim Card 10 Visits 15 % off Reg Admission - Adult	\$44.25	\$47.12	Added
- Swim Card 25 Visits 25% off Reg Admission - Adult	\$97.35	\$103.76	Added
- Swim Card 10 Visits 15 % off Reg Admission - Senior	\$33.85	\$35.84	Added
- Swim Card 25 Visits 25% off Reg Admission - Senior	\$74.34	\$78.76	Added
- Swim Card 10 Visits 15 % off Reg Admission - Child	\$30.75	\$32.08	Added
- Swim Card 25 Visits 25% off Reg Admission - Child	\$68.14	\$70.58	Added
- Pool Rental - per hour - Competitive Teams	\$59.29	\$60.62	Added
- Pool Rental - per hour - School Boards	\$94.00	\$96.00	Exempt
- Private Pool Rental - per hour - Public - includes lifeguards	\$261.06	\$269.91	Added
- Public Lessons - per lesson + surcharge	\$9.00	\$9.25	Exempt
- Non-Resident Public Lessons - per lesson + surcharge	\$10.50	\$10.75	Exempt
- John Rhodes meeting room rental (per hour)	\$19.03	\$20.35	Added
- John Rhodes meeting room rental daily rates	\$137.17	\$146.02	Added
- Lifeguard Fee (per hour)	\$19.69	\$20.13	Added
NORTHERN COMMUNITY CENTRE			
- Single Turf Field Rental Per Hour-Prime Time	\$146.02	\$150.44	Added
- Single Turf Field Rental Per Hour-Non-Prime Time	\$90.27	\$92.04	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- Off Season Tournament rate per hour	\$90.27	\$92.04	Added
- Coaching/Referring Clinics	\$110.62	\$115.04	Added
- Single turf prime-time rental per hour - organized SASA	\$128.32	\$132.74	Added
- Multi-Use Space Rental per hour	\$82.30	\$84.07	Added
- Community Room Rental per hour	\$19.03	\$19.47	Added
ATHLETIC FIELDS			
- Athletic Field Booking per evening - Adult	\$76.11	\$77.88	Added
- Athletic Field Booking per evening - Youth/Highschool	\$38.05	\$38.72	Added
- Athletic Field Tournament Rate per field per day	\$48.89	\$49.78	Added
- Cricket - per field per day	\$305.31	\$309.73	Added
- Elementary School - Track and Field Meet	\$159.29	\$163.72	Added
- Highschool Track and Field Meet	\$305.31	\$309.73	Added
- Steeler Football - per game	\$606.19	\$619.47	Added
- Fall Off-Peak - Rocky DiPietro Field per weekend per day	\$305.31	\$309.73	Added
- Fall Off-Peak - Queen E., B Field per evening/day	\$38.05	\$38.72	Added
- Fall Off-Peak - Rocky DiPietro Field hourly	\$19.91	\$20.35	Added
- Highschool/ College Football - per game	\$442.48	\$451.33	Added
- Sabercats Football - per game	\$305.31	\$309.73	Added
- Soo Minor Football - per day game fee (QE "B")	\$150.44	\$154.87	Added
- Soo Minor Football - Rocky DiPietro Field per day	\$305.31	\$309.73	Added
- Speed Skating Club - per competition	\$761.06	\$774.34	Added
- Ultimate Frisbee - per field per night	\$38.05	\$38.72	Added
- Soccer Queen E. Mini Complex League Play per night	\$76.11	\$77.88	Added
- Soccer Queen E. Mini Complex Weekend Tournament	\$150.44	\$154.87	Added
- Dressing Room Rental per event	\$38.05	\$38.72	Added
- Public Address System - per event	\$38.05	\$38.72	Added
- Beer Garden - per event per day	\$40.04	\$40.93	Added
- Sport field lining - special request	\$362.83	\$371.68	Added
- Special Event Booking - Event more than 500 people	\$738.94	\$752.21	Added
- Special Event Booking - Event more than 200 people	\$367.26	\$376.11	Added
- Special Event - Garbage Pick-up and Recycling	\$283.19	\$287.61	Added
BELLEVUE PARK			
- Facility Booking - per booking	\$38.27	\$38.94	Added
- Special Event Booking - Event more than 250 people	\$725.66	\$738.94	Added
- Special Event Booking - Event less than 250 people	\$362.83	\$371.68	Added
- Bandshell part day	\$146.02	\$150.44	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- Bandshell full day	\$234.51	\$238.94	Added
- Supervision	\$23.89	\$24.34	Added
- Sound System (per day)	\$38.05	\$38.72	Added
- Premier Flower Bed Design (Seasonal) Bay and Pim Street Beds	\$172.57	\$176.99	Added
Street Closures and Licence to Occupy City Property			
- Application (30 days prior to event)	\$50.00	\$50.00	Included
- Late Application (less than 30 days prior to event)	\$100.00	\$100.00	Included
PLAZA			
- Clean Up - Minor	\$75.22	\$76.99	Added
- Clean Up - Major	\$296.46	\$300.88	Added
- Barriers	\$1.55	\$1.55	Added
- Tables	\$5.53	\$5.53	Added
- Chairs	\$0.66	\$0.66	Added
- Sound System (per day)	\$42.04	\$42.92	Added
- Supervision of Volunteers (per hour)	\$23.01	\$23.23	Added
- Facility Booking - per booking	\$38.27	\$38.94	Added
- Waste Removal (Additional Bin)	\$203.54	\$207.96	Added
- Electrical Surcharge per day (film productions) connected to special events panel - per day	\$106.19	\$110.62	Added
- Alcohol event admin fee per event per day	\$38.27	\$38.94	Added
Municipal Heritage Committee			
Request for Heritage Status Letter	\$49.56	\$50.44	Added
Heritage Easement Agreement Registration	\$119.47	\$123.89	Added
HISTORIC SITES BOARD			
ADMISSIONS:			
- Admission - Adult	\$15.00	\$15.00	Included
- Admission - Senior	\$12.00	\$12.00	Included
- Admission - Youth	\$9.00	\$9.00	Included
- Admission - Child 5 to 12	\$5.00	\$5.00	Included
- Admission - Children 5 & under	\$0.00	\$0.00	Included
- Admission - Family	\$40.00	\$40.00	Included
- Admission - Adult Group Rate (10 or more)	\$13.00	\$13.00	Included
- Admission - Group Rate (10 or more)		\$13.00	Included
- Admission - Senior Group Rate (10 or more)	\$12.00	\$12.00	Included
- Admission - Bus Tours (50 or more)	\$13.00	\$13.00	Included
- Audio Tour - Wand Rental	\$5.00	\$5.00	Included
- Bus Tours with box lunch & learning tour	\$35.00	\$35.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
EDUCATIONAL TOURS:			
- 1.5 hour tours	\$5.00	\$5.00	Exempt
- 2 hour tours	\$6.00	\$6.00	Exempt
- 3 hour tours (lunch included)	\$10.00	\$10.00	Exempt
- After hours - Brownies/Scouts	\$10.00	\$10.00	Exempt
- Brownie/Guide sleepover badge program	\$75.00	\$75.00	Exempt
- Workshops - fees & supplies	\$30.00	\$30.00	Included
- Outreach programs (minimum 2 hour fee)	\$80.00	\$80.00	Exempt
- Outreach kit	\$25.00	\$25.00	Included
- Virtual Curriculum Engagement - 1 hour session	\$80.00	\$80.00	Exempt
- Virtual Curriculum kits (per class) in addition to above fee	\$25.00	\$25.00	Included
EVENTS:			
- Bracelet Days - Adults	\$10.00	\$10.00	Included
- Bracelet Days - Youth	\$5.00	\$5.00	Included
- Heritage Tea (desserts & tea)	\$18.00	\$18.00	Included
- Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	\$20.00	\$20.00	Included
- Heritage High Tea (fancy sandwiches & desserts, beverage) ie.: Lilac & lavender - 3 course	\$30.00	\$35.00	Included
- Virtual & Curbside Tea kits - small	\$20.00	\$20.00	Included
- Virtual & Curbside Tea kits - medium	\$40.00	\$40.00	Included
- Virtual & Curbside Tea kits - large	\$60.00	\$60.00	Included
- Heritage Culinary Lunch (soup, main, dessert, beverage)	\$25.00	\$30.00	Included
- Heritage Culinary Dinner (apps, soup, main, dessert, beverage, demo)	\$40.00	\$50.00	Included
- Heritage Cocktail & Appetizers (usually for a show)	\$30.00	\$30.00	Included
- Heritage Dinner menu, theatrical, & program (group rate)	\$60.18	\$70.00	Included
- Evening in the Summer Kitchen	\$60.00	\$60.00	Included
- Birthday Parties (up to 10 people) (hearth baking, games, craft)	\$150.00	\$150.00	Included
- Extra attendees for Birthday Party	\$10.00	\$10.00	Included
- Extra hour time usage of site for birthday (per hour)	\$50.00	\$50.00	Included
- Extra food, craft, beverage, and/or activity (each)	\$10.00	\$10.00	Included
WALKWAY ENGRAVING BRICKS (trust fund - capital fundraising)	\$75.00	\$75.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
RESEARCH FEES:			
- Individual research fee - daily	\$25.00	\$30.00	Included
- Individual research fee - yearly	\$101.77	\$125.00	Included
- Reproduction fees, photocopying	\$0.44	\$1.00	Included
- Reproduction fees, digital for exhibit or education (for each)	\$25.00	\$30.00	Included
- Reproduction fees, digital for other uses (following copyright laws)	\$101.77	\$125.00	Included
SITE USE:			
- Summer Kitchen / Theatre Only / Grounds (rental of a space)			
- Basic Rental - Not for Profit - half day	\$199.12	\$250.00	Included
- Basic Rental - Not for Profit - 8 hour day	\$300.88	\$350.00	Included
- Basic Rental - Commercial - half day	\$398.23	\$500.00	Included
- Basic Rental - Commercial - up to 8 hours	\$800.88	\$950.00	Included
- Wedding Ceremony and/or Photographs	\$349.56	\$400.00	Included
- Wedding Ceremony and Rehearsal	\$500.00	\$600.00	Included
- Wedding Ceremony only	\$252.21	\$300.00	Included
- Wedding Photographs only or professional photography request	\$199.12	\$230.00	Included
- Basic rental Film Crew - Daily ** This is for Complete Site Rental **		\$1,500.00	Included
- Supervisory Fees - hourly for after hours	\$49.56	\$57.00	Included
- Theatre for meeting added, if Heritage menu ordered	\$101.77	\$115.00	Included
ADDITIONAL FEES:			
- Non refundable deposit on Site Rentals, Events, Weddings, etc. ** Applicable to total invoice**	\$49.56	\$100.00	Included
- Non refundable deposit for Commercial bookings (i.e. film companies) ** Applicable to total invoice**	\$252.21	\$300.00	Included
- Cleaning Fees	\$75.22	\$87.00	Included
- Tables - per table (after the original 36 on site)	\$5.09	\$6.00	Included
- Chairs - per chair (after what is available on site)	\$1.99	\$2.50	Included
- Waste Disposal	\$300.88	\$350.00	Included
- AV equipment	\$49.56	\$58.00	Included
- Security fees - once tents are set up on lawn (hourly)	\$34.96	\$40.00	Included
- Auxillary Kitchen for caterer	\$199.12	\$250.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- Damage fees will apply depending on damage to the site and cost of repair	\$101.77	\$120.00	Included
Refreshments:			
- Coffee, Tea, Water & all condiments (environmental cups, cream & stir)	\$30.09	\$40.00	Included
- Coffee Big Urn & cups, cream, stir & water	\$49.56	\$57.00	Included
- Coffee, Muffins & Fruit - only for meetings booked - per person	\$17.92	\$21.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
TRANSIT CASH FARES			
- Adults, Seniors, & Youth	\$3.25	\$3.50	Exempt
- Students	N/A	N/A	Exempt
- Children (12 and under free when with an adult)	Free	Free	Exempt
TRANSIT BUS PASSES			
- Monthly Pass - Adult	\$77.00	\$79.00	Exempt
- Monthly Pass - School Board	\$53.00	\$54.00	Exempt
- Monthly Pass - Senior	\$66.00	\$67.00	Exempt
- Monthly Pass - Youth	\$33.50	\$34.25	Exempt
- Punch Pass - 20 Rides	\$53.00	\$55.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	\$10.50	\$12.00	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	\$21.25	\$24.00	Exempt
- Community Living Algoma	\$61.00	\$62.00	Exempt
- Single Bus Pass	\$3.25	\$3.50	Exempt
- Semester Pass (one semester)	\$210.00	\$215.00	Exempt
SOCIAL EQUITY PASSES			
- Monthly Pass - Adult	\$38.50	\$39.25	Exempt
- Monthly Pass - Youth	\$16.75	\$17.00	Exempt
- Monthly Pass - Adult - 3 months	\$115.00	\$115.00	Exempt
- Monthly Pass - Youth - 3 months	\$50.00	\$51.00	Exempt
TRANSIT SMART CARD REPLACEMENT - per card	\$5.00	\$5.00	Exempt
TRANSIT CHARTERS - LOCAL			
- Weekdays per hour (minimum 2 hour)	\$181.42	\$185.84	Added
- Sundays per hour (minimum 2 hour)	\$181.42	\$185.84	Added
- Statutory Holidays per hour (minimum 1 hour)	\$199.12	\$203.54	Added
TRANSIT BUS ADVERTISING			
- Governed by Agreement			
COMMUNITY BUS CASH FARES			
- Cash Fare	\$3.25	\$3.50	Exempt
- Punch Pass - 20 Rides	\$53.00	\$54.00	Exempt
PARA BUS FARES			
- Cash Fare	\$3.25	\$3.50	Exempt
- Ambulatory Cash Fare	\$3.25	\$3.50	Exempt
- Attendant Cash Fare	\$3.25	\$3.50	Exempt
- 40 Ride Pass	\$92.00	\$94.00	Exempt
- Out of Zone	\$16.75	\$17.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
PARKING METERS			
- Queenstown Area per hour	\$1.60	\$1.75	Included
- City Centre Area per hour	\$1.60	\$1.75	Included
HOODING OF PARKING METERS			
- Single Meter per day	\$6.00	\$6.25	Included
- Double Meter per day	\$12.00	\$12.50	Included
PARKING LOTS			
- Rental - Monthly	\$53.00	\$54.00	Included
- Yearly Rate - Non Refundable	\$540.00	\$550.00	Included
- Daily Rate	\$6.00	\$6.00	Included
HOLIDAY PARKING			
- 2 Week Downtown Holiday Parking	\$0.00	\$0.00	Included

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
CEMETERY			
Graves			
Adult			
1 grave lot – minimum 4.0' x 10.0'	\$1,601.77	\$1,632.74	Added
Child (6-10 years)	\$415.93	\$424.78	Added
Child Under 6 Years	\$176.99	\$176.99	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).	\$292.04	\$292.04	Added
Cremation Graves (Urn Garden and Cremation Ranges, New Greenwood & Holy Sepulchre)			
1 grave (2.0' x 4.0')	\$823.01	\$823.01	Added
Columbaria (All Cemeteries)			
Single niche (one urn/container)	\$1,176.99	\$1,199.12	Added
Companion niche (two urns/containers)	\$1,902.65	\$1,942.48	Added
Mausoleum crypts			
Row 1 (single)	\$12,920.35	\$13,176.99	Added
Rows 2 & 3 (single)	\$15,207.96	\$15,513.27	Added
Row 4 (single)	\$12,274.34	\$12,517.70	Added
Row 1 (companion)	\$21,814.16	\$22,252.21	Added
Rows 2 & 3 (companion)	\$25,699.12	\$26,212.39	Added
Row 4 (companion)	\$20,747.79	\$21,163.72	Added
Interment Charges			
Adult - casket	\$1,584.07	\$1,615.04	Added
Child under 6 years	\$0.00	\$0.00	
Child 6-10 years - casket	\$690.27	\$703.54	Added
Cremated remains			
Adult	\$464.60	\$473.45	Added
Child under 6 years	\$0.00	\$0.00	
Child 6-10 years	\$230.09	\$234.51	Added
Entombment in mausoleum	\$1,044.25	\$1,066.37	Added
Cremation			
Adult	\$592.92	\$592.92	Added
Child under 6 years	\$0.00	\$0.00	
Child 6-10 years	\$340.71	\$340.71	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Disinterment Charges			
Another gravesite in a municipal gravesite			
Adult	\$2,818.58	\$2,876.11	Added
From single depth to double depth	\$3,057.52	\$3,119.47	Added
Child under 6 years	\$721.24	\$734.51	Added
Child 6-10 years	\$1,203.54	\$1,225.66	Added
Cremated remains	\$473.45	\$482.30	Added
Niche to niche	\$261.06	\$265.49	Added
Same gravesite or removal from a municipal cemetery			
Adult	\$1,982.30	\$2,022.12	Added
Child under 6 years	\$402.65	\$411.50	Added
Child 5-10 years	\$809.73	\$827.43	Added
Cremated remains	\$256.64	\$261.06	Added
Niche to niche	\$230.09	\$234.51	Added
Mausoleum adult, disinterment & removal from Sault	\$1,800.88	\$1,836.28	Added
From inground burial to mausoleum	\$4,084.07	\$4,163.72	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.			
Double depth disinterments are not permitted.			
Additional Miscellaneous Charges			
<i>Saturday Interment Surcharge</i>			
Casket	\$460.18	\$469.03	Added
Cremated remains	\$314.16	\$318.58	Added
Niche plate, brass casting (including installation)	\$296.46	\$300.88	Added
Removal of mausoleum crypt plate for additional engraving and/or ornamentation installation.	\$123.89	\$128.32	Added
Removal of columbarium niche plate plate for additional engraving and/or ornamentation installation.	\$58.41	\$59.29	Added
Mailing of cremated remains			
Inside Canada (insured)	\$92.92	\$94.69	Added
To USA (insured)	\$110.62	\$115.04	Added
Outside Canada or USA (insured)	\$243.36	\$247.79	Added
Removal of trees or shrubs from lots – per tree	\$92.92	\$94.69	Added
Transfer fee	\$58.41	\$59.29	Added
Rental of temporary storage facility (flat rate)	\$207.96	\$212.39	Added
Monument cleaning	\$62.83	\$63.72	Added
Tree trimming - per tree	\$62.83	\$63.72	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Flat marker less than 1,116.3 sq m (173 sq in)	\$0.00	\$0.00	
Flat marker over 1,116.3 sq m (173 sq in)	\$101.77	\$101.77	Added
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, including base	\$199.12	\$199.12	Added
Upright monument measuring more than 1.22 m (4 ft) either in height or length, including base	\$398.23	\$398.23	Added
Commemorative Tree & Plaque	\$575.22	\$588.50	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "C"

ENGINEERING DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
SEWER CONNECTIONS			
- 100 mm diameter lateral per connection	\$4,640.00	\$4,735.00	Exempt
- 150 mm diameter lateral per connection	\$5,050.00	\$5,150.00	Exempt
- Additional Connection Charges	\$2,405.00	\$2,455.00	Exempt
- Class A Pavement - Additional Charge	\$2,935.00	\$2,995.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$2,465.00	\$2,515.00	Exempt
- Curb and Gutter - Additional Charge	\$1,350.00	\$1,375.00	Exempt
- Concrete Sidewalk - Additional Charge	\$1,645.00	\$1,680.00	Exempt
- Oversized Excavation for Separate Utilities	\$2,405.00	\$2,455.00	Exempt
- Class A Pavement for Separate Utilities - Additional Charge	\$1,765.00	\$1,800.00	Exempt
- Class B Pavement for Separate Utilities - Additional Charge	\$1,530.00	\$1,560.00	Exempt
- Curb and Gutter for Separate Utilities- Additional Charge	\$765.00	\$780.00	Exempt
- Concrete Sidewalk for Separate Utilities - Additional Charge	\$945.00	\$965.00	Exempt
- CCTV Mainline Sewer Inspection - per hour	\$235.00	\$240.00	Included
CULVERTS			
- Single Driveway - per driveway	\$3,520.00	\$3,590.00	Exempt
- Double Entrance Driveway - per driveway	\$5,870.00	\$5,985.00	Exempt
<i>Additional Charges</i>			
- Culvert Couplings - per coupling	\$295.00	\$300.00	Included
- Additional Culvert length - per meter	\$1,170.00	\$1,195.00	Included
DIGITAL DATA FEES			
- Info Light (Vector) customized to user needs	\$115.00	\$115.00	Included
- Full data Extract	\$295.00	\$300.00	Included
- Raster Image	\$150.00	\$155.00	Included
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	\$29.00	\$30.00	Included
- Customized Hardcopy/pdf Mapping Products - large format	\$57.00	\$58.00	Included
- Plan and Profile Drawings - per sheet	\$11.00	\$11.00	Included
- Lawyer Requests for Sanitary/Lateral Services	\$29.00	\$30.00	Included
MUNICIPAL CONSENT FEE			
- Permit Application Fee	\$56.64	\$57.52	Added
PAVEMENT DEGRADATION FEE (cost per square metre of road cut)			
- Roads Reconstructed or Resurfaced in the past 0-10 years	\$23.01	\$23.89	Added
- Roads Reconstructed or Resurfaced in the past 11-20 years	\$17.04	\$17.70	Added
- Roads Reconstructed or Resurfaced in the past 21-25 years	\$11.06	\$11.50	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "D"
PLANNING DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>		<i>GST/HST Included or Added</i>
REZONING FEES				
- Official Plan Amendment	\$2,505.00	\$2,555.00	/amendment	Exempt
- Rezoning Application Fee	\$2,505.00	\$2,555.00	/application	Exempt
- Combined Official Plan & Rezoning Application	\$3,825.00	\$3,900.00	/application	Exempt
- Removal of a Holding Provision	\$390.00	\$400.00	/removal	Exempt
- Subdivision/Condominium Approval Fee	\$4,775.00	\$4,870.00	/application	Exempt
- Condominium Conversion Fee	\$3,700.00	\$3,775.00	/application	Exempt
- Site Plan Review (Development Control)	\$1,025.00	\$1,045.00	/application	Exempt
- Signs - Minor Amendment	\$390.00	\$400.00	/sign	Exempt
- Deferred Application	\$88.00	\$90.00	/application	Exempt
- Deferred Application if new Notice is Required	\$365.00	\$370.00	/application	Exempt
- Preparation of a Subdivision Agreement	\$4,895.00	\$4,995.00	/application	Exempt
- Staff Attendance at LPAT Hearings	\$610.00	\$620.00	/hearing day	Exempt
- Telecommunication Tower Review	\$600.00	\$610.00	/review	Exempt
- Site Plan amendments	\$390.00	\$400.00	/application	Exempt
- Patio Agreement Application	\$285.00	\$290.00	/application	Exempt
COMMITTEE OF ADJUSTMENT FEES				
- Minor Variance Application (Single Unit Residential)	\$600.00	\$610.00	/application	Exempt
- Minor Variance Application (Multiple Unit <50 RA /R1 Zone)	\$835.00	\$850.00	/application	Exempt
- All Other Zones	\$970.00	\$990.00	/application	Exempt
- Fence in All Zones	\$480.00	\$490.00	/application	Exempt
- Deferred Minor Variance Application	\$88.00	\$90.00	/application	Exempt
- Consent Application (Base fee)	\$700.00	\$715.00	/application	Exempt
- Consent Application (Plus per lot/Lot Addition)	\$465.00	\$475.00	plus per lot	Exempt
- Consent Application (Plus - per easement)	\$355.00	\$360.00	plus per easement	Exempt
- Final Consent Application	\$235.00	\$240.00	/deed	Exempt
- Deferred Application Fee - No New Notice	\$88.00	\$90.00	/application	Exempt
- Deferred Application Fee if New Notice Required	1/2 Application Fee	1/2 Application Fee		Exempt
- Property Standards Appeal Fee				
- Single Residential Unit in any zone	\$570.00	\$580.00	/application	Exempt
- Less than 5 dwelling units or any other matters in RA and R1 Zones	\$835.00	\$850.00	/application	Exempt
- All other matters	\$970.00	\$990.00	/application	Exempt
- Records Retrieval/Decision Search	\$87.61	\$89.38		Added
- Special Hearing	\$560.00 + Application Fee	\$560.00 + Application Fee		Exempt
- Appeal (Minister of Finance)	Flat fee established by MOF	Flat fee established by MOF		Exempt
- Appeal (Sault Ste. Marie)	\$163.72	\$168.14		Added

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "E"
BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

2. A minimum fee of \$130.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Additional fees for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the fee shall be an additional 25%.
 Where framing has commenced the fee shall be an additional 50%.

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>Service Index (SI)</i>	<i>GST/HST Included or Added</i>
BUILDING / BY-LAW ENFORCEMENT				
Administration fee (up to \$200.00)	\$49.56	\$119.47	+ HST	Added
Administration fee (over \$200.00)	25% of cost	25% of cost	+ HST	Added
Short term rental file review	\$130.00	\$135.00		Included
Short term rental on-site inspection fee	\$130.00	\$135.00		Included
New Construction / Alterations and Renovations:			\$ x 1m ² unless otherwise indicated	
Group A – (assembly occupancies)				
School, churches – New Construction	\$34.00	\$34.75		Exempt
Restaurants – New Construction	\$34.00	\$34.75		Exempt
All other assembly – New Construction	\$34.00	\$34.75		Exempt
Alterations and Renovations (includes decks & roof structures)	\$9.25	\$9.50		Exempt
Air supported structure	\$9.25	\$9.50		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Parking garage repairs	\$6.50	\$6.75		Exempt
Portable classrooms foundations	\$9.25	\$9.50		Exempt
Residing, re-roofing	\$1.25	\$1.50		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Tents - less than 225m ²	\$130.00	\$135.00	ff	Exempt
Tents - greater than 225m ²	\$440.00	\$450.00	ff	Exempt
Window / Door replacement	\$5.25	\$5.25	/opening + \$135.00 ff	Exempt
Group B - (institutional occupancies)				
All types – New Construction	\$34.00	\$34.75		Exempt
Alterations and Renovations (includes decks & roof structures)	\$9.25	\$9.50		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Parking garage repairs	\$6.50	\$6.75		Exempt
Residing, re-roofing	\$1.25	\$1.50		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Window/door replacement	\$5.25	\$5.50	/opening + \$135.00 ff	Exempt
Group C – (residential occupancies)				
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	\$28.00	\$28.50		Exempt
Single Dwelling Modular Units – New Construction	\$24.25	\$24.75		Exempt
All other multiple units – New Construction	\$22.50	\$23.00		Exempt
Hotels, motels – New Construction	\$30.00	\$30.50		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.50	\$7.75		Exempt
Balcony repairs	\$130.00	\$135.00	ff + \$9.25/unit	Exempt
Basement finishing	\$6.75	\$7.00		Exempt
Basement new under existing dwelling	\$7.50	\$7.75		Exempt
Canopy, carport	\$13.75	\$14.00		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, deck				
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$130.00	\$135.00	ff	Exempt
All others	\$1.25	\$1.50	m ²	Exempt
Attached garage and accessory buildings	\$6.75	\$7.00		Exempt
Detached garage	\$6.75	\$7.00		Exempt
Shed < 25 m ²	\$130.00	\$135.00		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Window / Door replacement				
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$130.00	\$135.00	ff	Exempt
All others	\$5.25	\$5.50	/opening + \$130.00 ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "E"
BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

2. A minimum fee of \$130.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Additional fees for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the fee shall be an additional 25%. Where framing has commenced the fee shall be an additional 50%.

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>Service Index (SI)</i>	<i>GST/HST Included or Added</i>
Group D – (business & personal services occupancies)				
Offices and all others – shell only – New Construction	\$25.75	\$26.00		Exempt
Interior tenant finishing – New Construction	\$7.00	\$7.25		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.50	\$7.75		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Parking garage repairs	\$6.50	\$6.75		Exempt
Residing, re-roofing	\$1.25	\$1.50		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Window / Door replacement	\$5.25	\$5.50	/opening + \$130.00 ff	Exempt
Group E – (mercantile occupancies)				
Retail store shell, department store, supermarkets, all other Group E – New Constructor	\$19.25	\$19.75		Exempt
Interior tenant finishing	\$7.00	\$7.25		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.50	\$7.75		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Parking garage repairs	\$6.50	\$6.75		Exempt
Residing, re-roofing	\$1.25	\$1.50		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Window/door replacement	\$5.25	\$5.50	/opening + \$130.00 ff	Exempt
Group F – (industries occupancies)				
Industrial building shell less than 7500 m ² – New Constructor	\$15.00	\$15.25		Exempt
Industrial building shell greater than 7500 m ² – New Constructor	\$12.25	\$12.50		Exempt
Pre Manufactured Personal Storage Buildings (single storey with direct exterior access to each unit - no interior corridors)	\$9.25	\$9.50		Exempt
Parking garage – New Construction	\$9.75	\$10.00		Exempt
All other F occupancies – New Construction	\$15.00	\$15.25		Exempt
Interior tenant finishing	\$7.00	\$7.25		Exempt
Alterations and Renovations (includes decks & roof structures)	\$7.50	\$7.75		Exempt
Emergency lighting	\$365.00	\$370.00	ff per storey	Exempt
Fire alarms	\$365.00	\$370.00	ff per storey	Exempt
Farm buildings	\$6.50	\$6.75		Exempt
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt
Parking garage repairs	\$6.50	\$6.75		Exempt
Residing, re-roofing	\$1.25	\$1.50		Exempt
Sprinkler, standpipes	\$365.00	\$370.00	ff plus \$0.60/m ²	Exempt
Window / Door replacement	\$5.25	\$5.50	/opening + \$130.00 ff	Exempt
Demolition				
Single Family Dwelling up to a 4 plex (including accessory buildings)	\$130.00	\$135.00	ff	Exempt
All other Part 9 Buildings (up to 3 storeys and 600 m ²)	\$280.00	\$285.00	ff	Exempt
Part 3 Buildings (greater than 3 storeys or 600 m ²)	\$130.00	\$135.00	ff plus \$0.60/m ²	Exempt
Designated Structures OBC Subsection 1.3.1.1.				
Crane runway	\$1,060.00	\$1,080.00	ff/structure	Exempt
Exterior tanks	\$1,060.00	\$1,080.00	ff/structure	Exempt
Outdoor pool and spa	\$35.25	\$36.00		Exempt
Wind power towers	\$1,060.00	\$1,080.00	ff/structure	Exempt
All other structures	\$485.00	\$495.00	ff/structure	Exempt
Standalone Mechanical				
New ductwork or piping	\$21.75	\$22.25	per diffuser, radiator, or unit	Exempt
Group C residential Single Family Dwelling (unit and ductwork)	\$205.00	\$210.00	ff	Exempt
New unit	\$205.00	\$210.00	/unit	Exempt
Special mechanical system (exhaust hoods, solar panels etc.)	\$440.00	\$450.00	ff	Exempt
Plumbing & drainage	\$20.25	\$20.75	/fixture	Exempt
Water Distribution Piping (including fire stopping)	\$360.00	\$365.00	ff plus \$0.60/m ²	Exempt
Sewer installation & capping (single residential unit)	\$130.00	\$135.00	ff	Exempt
Site services (water, sewer servicing for all other buildings) \$	\$440.00	\$450.00	ff	Exempt
Oil interceptor	130.00	\$135.00	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "E"
BUILDING SERVICES DEPARTMENT

1. Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

2. A minimum fee of \$130.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

3. For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

4. Additional fees for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the fee shall be an additional 25%. Where framing has commenced the fee shall be an additional 50%.

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>Service Index (SI)</i>	<i>GST/HST Included or Added</i>
Additional Charges				
Occupancy permit	\$22.50	\$23.00	ff/unit	Exempt
Conditional permit	10% of applicable building permit fees (\$205.00 ff min)	10% of applicable building permit fees (\$210.00 ff min)		Exempt
Change of use permit	\$450.00	\$460.00	ff	Exempt
Foundation for Portable Structures	\$9.25	\$9.50		Exempt
Permit renewal/transfer	\$230.00	\$235.00	ff	Exempt
Moving permit	\$130.00	\$135.00	ff	Exempt
Re-inspection	\$130.00	\$135.00	ff	Exempt
Sign permit (as regulated by Sign By-Law 2005-166)	\$130.00	\$135.00	ff each	Exempt
Portable signs	\$130.00	\$135.00	ff each	Exempt
<i>Culvert as determined by Pubic Works Department</i>				
Curb or sidewalk depression	\$130.00	\$135.00	ff	Exempt
Certificate of zoning conformity Single Family Dwelling	\$132.74	\$137.17	ff + HST	Added
Certificate of zoning conformity Other	\$265.49	\$269.91	ff + HST	Added
File Inquiry and plans inquiry Single Family Dwelling	\$132.74	\$137.17	/SFD + HST	Added
Other	\$265.49	\$269.91	/others + HST	Added
Removal of work order (By-Law)	\$195.00	\$200.00	ff	Exempt
Removal of Order (Building Code)	\$195.00	\$200.00	ff	Exempt
Liquor License Application - all data provided by applicant	\$132.74	\$137.17	ff + HST	Added
Liquor License Application - no data provided by applicant	\$641.59	\$654.87	ff + HST	Added
Alternative Solution Proposal (per application)	\$730.00	\$745.00	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "F"
FINANCE DEPARTMENT

<i>Services Offered</i>	2024 Current Fee	2025 Proposed Fee	GST/HST Included or Added
PENALTIES & INTEREST ON TAXES			
- On the first day after the due date	1.25%/month	1.25%/month	Exempt
- On the first day of each month that the taxes remain unpaid			
- On January 1 of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting/data processing fees - Library Board	\$13,480.00	\$13,895.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25%/month	1.25%/month	Exempt
TAX CERTIFICATES			
- Tax certificate (Certified Statement of Tax Account Status)	\$65.00	\$65.00	Exempt
TAX ACCOUNT TITLE SEARCHES			
- Title searches for property in arrears	\$75.00	\$75.00	Exempt
TAX ARREARS NOTICES			
- Fee for each tax arrears notice issued	\$5.00	\$5.00	Exempt
TAX SEARCHES & CONFIRMATIONS			
- Confirmation - previous years per property per year	\$10.00	\$10.00	Exempt
- Multiple tax balances per property (bank searches)	\$5.00	\$5.00	Exempt
OFFICIAL PROPERTY TAX RECEIPT/TAX BILL REPRINT			
- Fee for official receipt for income tax purposes (per account/per year)	\$10.00	\$10.00	Exempt
MULTI PROPERTY TAX STATUS INQUIRY			
- For providing system generated account information for Property Account Managers/Agents and owners with multiple properties (5+) in the form of multiple tax statements or compiled listing (Payment in Advance)	\$10.00	\$10.00	Exempt
TAX SALE PREPARATION AND REGISTRATION OF CERTIFICATE	\$300.00	\$300.00	Exempt
TAX SALE TITLE AND SHERIFF'S SEARCH	\$275.00	\$275.00	Exempt
NOTICE OF REGISTRATION (FARM DEBT NOTICE)	\$50.00	\$50.00	Exempt
NOTICE OF SALE - FIRST NOTICE/FINAL NOTICE	\$75.00	\$75.00	Exempt
- Fee is for each notice			
TAX SALE PREPARATION AND REGISTRATION OF CANCELLATION CERTIFICATE	\$200.00	\$200.00	Exempt
TAX SALE PREPARTATION AND REGISTRATION OF DEED OR VESTING	\$200.00	\$200.00	Exempt
TAX SALE - ADVERTISING COSTS	\$225.00	\$225.00	Exempt
TAX SALE - PAYMENT INTO COURT	\$300.00	\$300.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "F"
FINANCE DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
TAX SALE - CONDUCTING TAX SALE	\$400.00	\$400.00	Exempt
TAX SALE - PAYMENT OF EXCESS OUT OF COURT AFTER 1 YEAR	\$0.00	\$0.00	Exempt
TAX SALE - PREPARATION OF EXTENSION AGREEMENT	\$250.00	\$250.00	Exempt
TAX SALE - EXTRACT OF EXTENSION AGREEMENT - Fee is per page	\$2.75	\$2.75	Exempt
PAYROLL GARNISHEE - Fee for garnishee of payroll cheque per pay per cheque (where applicable)	\$10.00	\$10.00	Exempt
NSF CHEQUE FEE - Fee for a cheque being returned per cheque	\$40.00	\$40.00	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "G"

FIRE SERVICES

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
FILE SEARCHES			
- File Search	\$76.11	\$77.88	Added
- Rush Fee - 72 hours or less	\$51.33	\$52.21	Added
INSPECTION CHARGES			
- Residential Building - upto 4 dwelling units	\$132.74	\$137.17	Added
- Residential Building - 5 or more dwelling units		\$137.17 + \$50 per storey	Added
- Industrial, Mercantile, Office Space, Assembly - less than 3000sq ft		\$137.17	Added
- Industrial, Mercantile, Office Space, Assembly - 3000 sq ft to 4999 sq ft		\$212.39	Added
- Industrial, Mercantile, Office Space, Assembly - greater than 5000 sq ft		\$287.61	Added
- AGCO Liquor License		\$137.17	Added
- Daycare		\$137.17	Added
- Boarding, Rooming, Lodging House		\$137.17	Added
- Group Home		\$137.17	Added
- Short term rental file review and on-site inspection fee	\$132.74	\$137.17	Added
- Rush Fee - 72 hours or less	\$51.33	\$52.21	Added
Re-inspection Fees:			
- 1st Re-inspection Fee		\$0.00	
- Subsequent Inspection fee		\$100.00	Added
AIR BOTTLE REFILLS			
- Refill per bottle	\$7.30	\$7.52	Added
TRAINING			
- Fire Extinguisher Training (30 person maximum)	\$128.32	\$132.74	Added
BURNING PERMITS			
- Burning Permit - 4 year	\$63.00	\$64.00	Exempt
- Burning Permit - 1 year	\$31.00	\$32.00	Exempt
PROPANE FACILITY RSMP REVIEWS			
- Level 1 Facility <= 5k water gallons - all RSMPs		\$274.34	Added
- Level 2 Facility >5k water gallons - initial review		\$646.02	Added
- Level 2 Facility >5k water gallons - renewal		\$398.23	Added
APPROVALS			
- Approvals - Fireworks - Consumer/Family	\$84.07	\$85.84	Added
- Approvals - Fireworks - Exhibition	\$283.19	\$287.61	Added
- Rush Fee - 72 hours or less	\$51.33	\$52.21	Added
COST RECOVERY FEES - current MTO rate will be applied			
Fire Department Specific Response Fees			
Any Cost Recovery Fees as provided for in the Cost Recovery Fire Services By-law and Schedule "G" herein of the City's User Fee & Service Charges By-law for Fire Services attendance at a property for which the property owner has Fire Department insurance coverage.			
False Alarms			
Nuisance False Alarm Fee, Working on System – Not Notified Alarm Fee, Malicious False Alarm Fee			
Malfunction, System Maintenance - not notified, Malicious			

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "G"

FIRE SERVICES

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
- 1st Call Recovery Fee - no charge	\$0.00	\$0.00	
- 2nd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 3rd Call Recovery Fee - per truck per call	Current MTO rate	Current MTO rate	Added
- 4 or more calls - # of calls x per truck per call	Current MTO rate	Current MTO rate	Added
Natural Gas Leaks - caused by no locate			
- per truck per call	Current MTO rate	Current MTO rate	Added
Grow Operation/ Clandestine Labs			
Compliance Inspection Fee and any Fees/Expenses set out Section 8 of City's Cost Recovery By-Law Fire Services, as amended			
- per truck per call	Current MTO rate	Current MTO rate	Added
- plus any additional costs incurred			Added
Open Air Burning Violation			
Unapproved burning - truck response		Current MTO rate	Added
Miscellaneous			
Indemnification Technology	Recovery as per Indemnification Technology (Fire Marque)	Recovery as per Indemnification Technology (Fire Marque)	Added
Amount Invoiced to the City by a third party		Costs Incurred	Added
All Cost Recovery Fees are subject to an Administration Fee - 10% of costs billed			

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "H"

LEGAL DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>		<i>GST/HST Included or Added</i>	<i>By-Law or Resolution Reference</i>
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS					
S. & T. Electrical Contractors Limited (AG39)	\$200.00	\$200.00	/month	Added	2013-104
Lyon's Building Centre (Lyons Avenue & Wellington) (L-14)	\$85.00	\$85.00	/month	Added	3807
Hydro One (AG38)	\$250.00	\$250.00	/year	Added	Resolution
Rogers - 363 Second Line West (at Third Avenue) (AG79)	\$833.33	\$900.00	/month	Added	2009-203
Bell Mobility Cathcart Street - West Street (AG67)	\$6,800.00	\$6,800.00	/year	Added	2007-24
Bell Mobility Part 57 Des Chenes Drive (AG131)	\$5,500.00	\$5,500.00	/year	Added	2014-32
Bell Mobility - Site W3952 - GFL Memorial Gardens (AG145)	\$3,500.00	\$3,500.00	/year	Added	2015-182
Bell Mobility - Pine Street	\$6,100.00	\$6,100.00	/year	Added	2022-172
Rogers Communications Inc. - 638 Cathcart Street (AG132)	\$770.00	\$770.00	/month	Added	2014-58
POA rent - Civic Centre	\$4,714.50	\$4,714.50	/month	Added	No agreement
Sault Ste. Marie Innovation Centre rent - Civic Centre	\$6,265.39	\$6,265.39	/month	Added	Agreement
Superior 7 Signs - 331 Queen Street East (AG65)	\$900.00	\$900.00	/year	Added	Agreement
Algo Signs - 723 Great Northern Road (2 signs) (AG48)	\$2,400.00	\$2,400.00	/year	Added	2001-195
Superior 7 Advertising Ltd. - Sign - Lake Street (AG50)	\$950.00	\$950.00	/year	Added	2002-80
Sault Ste. Marie Model Aircraft Radio Control Club (AG73)	\$400.00	\$400.00	/year	Added	2018-31
Kevin Belsito (AG150)	\$500.00	\$500.00	/year	Added	2015-133
ANNUAL ENCROACHMENTS					
Kelly - Cuglietta Retail Inc. (274 North Street)	\$25.00	\$25.00	/year	Added	4263
Lyon's Building - 625 Queen Street East (Feifel, Marta Rose)	\$25.00	\$25.00	/year	Added	3945
Cambrian Nissan - 460-468 Pim Street	\$25.00	\$25.00	/year	Added	83-265
Flomor Automotive - 53,59 Great Northern Road & 7 Champlain	\$25.00	\$25.00	/year	Added	
Skyline Retail Real Estate Holdings Inc. - 31 Trunk Road (EN)	\$100.00	\$100.00	/year	Added	2018-141
Gugula, Smedley, Barban (123 East Street)	\$25.00	\$25.00	/year		77-335
Pozzo, Doreen Elizabeth (2 Strand Avenue)	\$20.00	\$20.00	/year		3685
Dusanjh, Manjit and Gurwinder & Jaswinder (622 Albert Street West)	\$50.00	\$50.00	/year		2021-18
D'Arpino, Aldo & Hornak, Helen (31 Lothian Ave)	\$250.00	\$250.00	/year		2021-18
LICENCE AGREEMENTS					
Perkovich, Jo-Anne - 1784 Queen Street East	\$100.00	\$100.00	/year	Included	2021-19
Edwards, Stephen - 1354 Queen Street East - retaining wall	\$100.00	\$100.00	/year	Included	2021-19
CIVIC CENTRE - MEETING ROOMS (Full Day)					
Council Chambers	\$285.00	\$289.00	/day	Included	
Russ Ramsay Board Room	\$110.00	\$112.00	/day	Included	
Biggings Meeting Room	\$110.00	\$114.00	/day	Included	
Thompson Meeting Room	\$110.00	\$114.00	/day	Included	
Plummer Meeting Room	\$56.00	\$57.00	/day	Included	
Korah Meeting Room	\$56.00	\$57.00	/day	Included	
Tarentorus Meeting Room	\$56.00	\$57.00	/day	Included	
Steelton Meeting Room	\$56.00	\$57.00	/day	Included	

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2024-159 - Schedule "I"
PUBLIC WORKS DEPARTMENT

<i>Services Offered</i>	<i>2024 Current Fee</i>	<i>2025 Proposed Fee</i>	<i>GST/HST Included or Added</i>
SEWER RODDING			
- Calls during regular hours	\$172.57	\$176.99	Added
- Calls outside regular hours	\$345.13	\$353.98	Added
- CCTV Lateral Inspection	\$245.00	\$250.00	Included
LANDFILL FEES (established by by-law 2003-140)			
- Tipping Fee per tonne	\$77.00	\$92.00	Exempt
- Gate Fee	\$11.00	\$13.25	Exempt
- Out of town (Prince/Rankin) Tipping Fee per tonne	\$100.00	\$120.00	Exempt
- Asbestos per bag following MOE Regulations (up to 4 bags)	\$50.00	\$60.00	Exempt
- Asbestos bulk load - MOE Regulations per tonne after 4 bags	\$200.00	\$240.00	Exempt
- Bio-Medical Waste per tonne per MOE Guideline	\$200.00	\$240.00	Exempt
- Refrigerator/Freezer Disposal (untagged)	\$25.00	\$30.00	Exempt
- Non Hazardous Industrial Solid Waste (for cover material)	\$38.50	\$46.25	Exempt
- Non Hazardous Industrial Solid Waste (non useable)	\$77.00	\$92.00	Exempt
- Residential pick up excess bag tag	\$2.00	\$2.50	Exempt
- Absbestos processing flat fee for bulk load (after 4 bags) Commercial	\$150.00	\$180.00	Exempt
- Container Washing (pressure washer not supplied)	\$65.00	\$78.00	Exempt
- 240 Litre Waste Cart Replacement Purchase (65 gallon) delivery NOT included	\$95.00	\$114.00	Exempt
- 360 Litre Waste Cart Replacement Purchase (95 gallon) delivery NOT included	\$110.00	\$132.00	Exempt

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-161

TOURISM: A by-law to amend Tourism Sault Ste. Marie’s By-law No. 1 (being a by-law relating generally to the transaction of the affairs and mandate of the Corporation.)

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

1. **TOURISM SAULT STE. MARIE BY-LAW NO. 1 AMENDED**

Tourism Sault Ste. Marie By-law No. 1 is amended as follows:

a) Section 1.2 Add

“Members are now defined as the elected representatives from time to time that comprise the City of Sault Ste. Marie Municipal Council, with the term of Members to end in accordance with the Municipal Act, 2001. Under Ontario's Not-for-Profit Corporations Act, 2010, members have the right to vote on key matters such as electing Directors, amending bylaws, and approving major decisions like mergers or asset sales.”

“Directors are now defined as a person appointed by the Members. Under Ontario's Not-for-Profit Corporations Act, 2010, Directors are responsible for managing or supervising the corporation's activities and affairs.

b) a) Removing Section 3.10 Reappointment and replacing it with:

“Reappointment: A Director of the Board shall serve a two (2) year term. Any director is eligible for reappointment on the expiration of his or her term of office, subject to any by-laws of the Board and Council.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-162

PROPERTY: A by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent, as surplus to the City's needs and to authorize the disposition of the said property to the abutting owner.

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" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

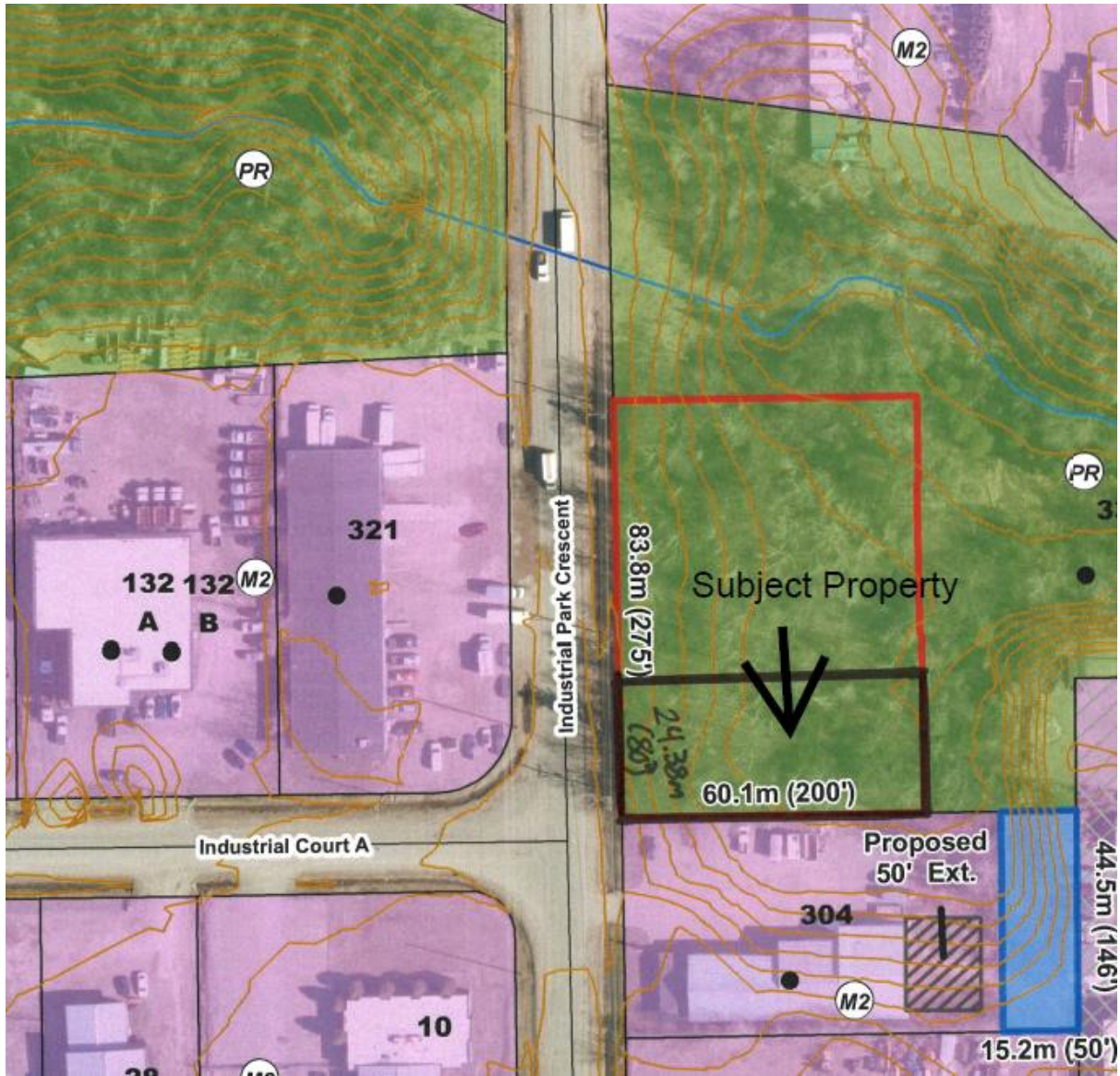
This by-law takes effect on the day of its final passing.

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-163

STREET ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2024-163

1. TOWN LINE AND HERKIMER STREET

PIN 31613-0382 (LT)
PART SECTION 6, AWENGE, PART 3, 1R14168; CITY OF SAULT STE.
MARIE

2. GREAT NORTHERN ROAD

PIN 31550-0490 (LT)
PART LOT 267 PLAN 9110 ST. MARY'S, PART 4 1R14008; CITY OF
SAULT STE. MARIE

PIN 31550-0489 (LT)
PART LOT 366 PLAN 9110 ST. MARYS, PART 2 1R14008; CITY OF
SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-164

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to operate and maintain the City's wastewater treatment facilities and large pump station infrastructure.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and PUC Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to operate and maintain the City's wastewater treatment facilities and large pump station infrastructure

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 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

WASTEWATER TREATMENT SERVICES AGREEMENT

THIS AGREEMENT made effective this 12th day of November, 2024,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "Owner" or "the City"

OF THE FIRST PART

AND

PUC SERVICES INC.
hereinafter called the "Contractor" or "PUC Services"

OF THE SECOND PART

CONCERNING:

**OPERATION AND MAINTENANCE OF THE
OWNER'S WASTEWATER TREATMENT FACILITIES**

RECITALS

- (a) The Contractor is in the business of providing operations and maintenance services ("Services") for water and wastewater facilities.
- (b) The Owner is the owner of the facility more particularly described in Schedule A (the "Facility").
- (c) The Owner wishes to retain the services of the Contractor to operate and maintain the Sault Ste. Marie Wastewater Facilities (as further described in Schedule A, the "Facility") in accordance with the provisions of this agreement (the "Agreement").
- (d) The Owner and the Contractor (collectively, the "Parties") are entering into this Agreement to clarify and set out their respective rights and obligations with respect to the operation and maintenance, invoicing and payment arrangements for The Facility.
- (e) The Council of the Owner on the 12th day of November, 2024, passed By-Law No. 2024-164 authorizing the Owner to enter into this Agreement.

NOW THEREFORE the Owner and the Contractor agree as follows:

ARTICLE 1 – INDEX TO DEFINITIONS

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF THE CONTRACTOR

Section 2.1 - Retention of the Contractor

The Owner retains the Contractor to provide management, operation, administration and maintenance services, as described in this agreement and in Schedule C to this Agreement, in respect of the Facility (the “Services”).

Section 2.2 - Performance of Services

- (a) The Contractor shall operate the Facility in compliance with all applicable laws, regulations and authorizations except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
- (i) the Owner not making the Capital Expenditures reasonably recommended by the Contractor as per Section 4.6 below;
 - (ii) mechanical failure of any equipment at the Facility, unless the mechanical failure is due to negligent maintenance or operation by the Contractor;
 - (iii) the wastewater transmitted to the Facility for treatment does not meet the requirements of the Owner’s sewer use by-law or any Applicable Law;
 - (iv) the wastewater transmitted to the Facility for treatment contains contaminants or other substances which cannot be treated or removed by the Facility’s processes; or
 - (v) the quantity of wastewater transmitted to the Facility exceeds the Facility’s design capacity.
- (b) The Contractor may temporarily cease to provide or reduce the level of provision of Services hereunder in the event of an emergency, a breakdown or any Uncontrollable Circumstance; provided, however, that the Contractor shall, when practicable, endeavor to give the Owner reasonable advance notice of each such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by the Contractor, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Owner if and to the extent caused by occurrences or circumstances beyond the reasonable control of the Contractor, including but not limited to decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances,

insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties (any such occurrence or circumstance is referred to as an "Uncontrollable Circumstance").

- (d) The Contractor, in its discretion, shall take remedial measures that it determines are reasonably necessary to maintain compliance with Applicable Laws. Within the context of Section 2, such measures may be beyond the Services and as such would be subject to extra costs as described in Paragraph 4.5 (f). The Contractor shall use its best efforts to contact the Owner and obtain the Owner's approval prior to undertaking such remedial measures.
- (e) Notwithstanding Paragraph 2.2(d) above, the Owner recognizes that such remedial measures taken by The Contractor may be as a result of an emergency situation or an Uncontrollable Circumstance and that in such situations the Contractor's primary concern will be making all reasonable efforts to maintain compliance with Applicable Laws.

Section 2.3 – Excluded Services

Any services not set out in the Services (the "Excluded Services") are excluded from this Agreement and, without limiting the generality of the foregoing, those services set out in Schedule "D" to this Agreement are examples of Excluded Services. If the Owner subsequently requires the Contractor to provide the Excluded Services, they may be provided at additional cost to the Owner.

Section 2.4 - The Contractor as Independent Contractor

In performing the Services, the Contractor shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither the Contractor nor its employees, agents or subcontractors shall be subject to the direction and control of the Owner, except as expressly provided in this Agreement. In the event that the Owner needs to have another contractor on site to accomplish work, the parties will work collaboratively to coordinate the work.

Section 2.5 - Authorized Representatives

Each of the Contractor and the Owner shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representatives"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative. In exceptional circumstances the Owner may be required to seek the approval of Council for the authorization.

Section 2.6 - Reporting

Within (30) thirty days of the completion of each calendar quarter or such other period as the Owner and the Contractor may agree upon, the Contractor shall provide the Owner's Authorized Representative with a report describing the Facility's performance for that period.

Section 2.7 – Access to the Facility

As the operator of the Facility, it is the responsibility of the Contractor to ensure the integrity of the operation of the Facility as well as the health and safety of the Contractors staff and, as necessary, any contractors and other persons visiting or working at the Facility, including any representatives of the Owner who may be visiting the Facility.

To ensure that both the Contractor and the Owner can meet their respective responsibilities with respect to the Facility, the Owner shall ensure that its staff, agents and/or contractors (the "Owner Representative") who have access to the Facility will follow the following protocol:

- (a) Owner Representatives will provide the Contractor's operations manager for the Facility with reasonable advance notice of their intention to visit the Facility;
- (b) All visits made by Owner Representatives shall be made during normal working hours while the Contractor staff are present at the Facility;
- (c) All Owner Representatives visiting the Facility must sign in and out of the logbook. At all times, the Contractor staff need to be aware of who is visiting the Facility and their whereabouts;
- (d) No Owner Representative will be allowed access to the Facility until they have received a risk/hazard orientation session with the Contractor staff. The purpose of this orientation session will be to ensure that all Owner Representatives are made aware of the potential safety risks/hazards at the Facility as well as those areas of the Facility where access is prohibited (e.g. confined spaces). All Owner Representatives visiting the Facility must wear appropriate attire (e.g. safety footwear) and be familiar with the Owner's safety procedures as well as the procedures set out in the Contractor's Safety Manual (recognizing that in some circumstances Contractors retained by the Owner may have their own Health and Safety Policy in place that is adequate to address the risks within the Facility or the work being performed);
- (e) Owner Representatives shall not in any way interfere with the Contractor's operation of the Facility and, in particular, Owner Representatives shall not at any time manipulate/adjust/re-set any equipment, process control, etc. within the Facility without the prior approval of the Facility's Operation Manager;
- (f) The Owner shall release the Contractor its directors, officers, employees and agents (collectively the "Released Parties") from any and all actions, damages, claims, liabilities, injuries, costs and charges (each a "Claim") associated with any action taken or failure to act by an Owner Representative while visiting the Facility and the Owner shall take full responsibility for any Claims resulting from any actions or failure to act of an Owner Representative at the Facility and shall indemnify the Contractor and the Released Parties for all such Claims incurred or suffered by the Contractor and/or anyone or more of the Released Parties as a result of such actions.

Section 2.8 - Indemnification of the Owner

The Contractor shall defend, indemnify and save harmless the Owner, its elected officials, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Owner that are caused by

the Contractor's negligence or willful misconduct when performing the Services. The Owner shall be deemed to hold the provisions of this Section 2.8 that are for the benefit of the Owner's elected officials, officers, employees and agents in trust for such officers, employees and agents as third-party beneficiaries under this Agreement.

Section 2.9 - Insurance

- (a) The Contractor shall arrange for insurance coverage of the Facility as described in Schedule "E" to this Agreement (the "Insurance") and, with the exception of automobile insurance, the Owner shall be an additional insured under such Insurance. If there is a significant change in the Insurance, the Owner will be notified of such a change.
- (b) The Owner shall be responsible for securing its own insurance for any operations with which it is involved or which are Excluded Services that are not the subject of this Agreement. The Owner acknowledges that it will have no recourse under The Contractor's policies of insurance for any such operations.
- (c) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (d) The Contractor acknowledges that the Owner does not carry liability insurance with respect to the operation and maintenance of the Facility. The Owner's insurance coverage is limited to situations unrelated to the Contractor's operation and maintenance of the Facility. The Contractor will be required to respond to claims arising from the operation of the Facility and the Owner shall not be called upon to respond to such claims.

Section 2.10 – Representations and Warranties of the Contractor

The Contractor represents and warrants to the Owner that the following are true and correct:

- (a) That it has power and authority and has taken all necessary steps to enter into and perform its obligations under this Agreement; and
- (b) The Contractor's staff are trained and capable of carrying out the terms of this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

Section 3.1 - Representations and Warranties of the Owner

The Owner represents and warrants to the Contractor that:

- (a) The Owner has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Owner has passed all necessary by-laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facility, including without limitation, any Authorizations required from

the Ontario Land Tribunal ("OLT") and the Ministry of the Environment Conservation and Parks, and the Authorizations are in good standing.

- (c) As the Owner of the Facilities, the Owner is fully aware of its responsibilities and obligations and, as part of its due diligence in operating the Facility, has selected the Contractor as operator to provide the Services.

Section 3.2 - Covenants of the Owner

The Owner hereby covenants for the benefit of the Contractor:

- (a) The Owner agrees to promptly provide the Contractor with any information relating to the Facility which could have a bearing on the provision of Services by the Contractor.
- (b) The Owner shall repair, maintain and keep in a good working state, in accordance with good engineering practice and the standards reasonably applicable to an owner of like facilities, all wastewater works that belong to or are under the control of the Owner and that collect and transmit wastewater to the Facility.
- (c) The Owner shall take reasonable steps to ensure that wastewater transmitted to the Facility complies with the Owner's sewer use by-law and any Applicable Law.

Section 3.3 - Exoneration and Indemnification of the Contractor

- (a) Subject to Paragraph 3.3(c) below, the Owner shall exonerate, indemnify and hold harmless the Contractor, its directors, officers, employees and agents (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrued against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, either arise from or are connected with the operation of this Agreement.
- (b) The Contractor shall be deemed to hold the provision of this Section 3 that are for the benefit of the Contractor's directors, officers, employees and agents in trust for all such Indemnified Parties as third-party beneficiaries under this Agreement.
- (c) Notwithstanding the other provisions of this Section 3, the Owner shall not be liable in respect of damages arising out of any Claim where:
 - (i) to the extent that such Claim is covered by the Insurance or a policy of insurance put in place by the Contractor, the premiums of which were paid for by the Owner; or
 - (ii) where the Claim arose solely as the result of the Contractor's negligence or willful misconduct in providing the Services.

ARTICLE 4 - TERM PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on January 1, 2024 and shall continue in effect for an initial term of five (5) years, ending on December 31, 2028 (the "Initial Term") and then may be renewed for successive five (5) year terms unless terminated under Section 6 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

- (a) Subject to any adjustments made pursuant to other provisions of this Agreement, the Owner shall pay the Contractor for provision of the Services, a price for each year of the Initial Term in the following amounts (the "Annual Price"):
- (i) For Year One from January 1, 2024 through to December 31, 2024 inclusive: \$3,727,498.
 - (ii) For Year Two beginning January 1, 2025 through to December 31, 2025 inclusive: \$4,036,348 plus an annual adjustments for inflation calculated as described below in Paragraph 4.2(b).
 - (iii) For Year Three and until the end of the Initial Term the previous year's Annual Price will be adjusted for inflation calculated as described below in Paragraph 4.2(b).
- (b) The inflation adjustment referred to in Paragraph 4.2(a) shall be the Statistics Canada Consumer Price Index, All Items (Ontario) ("CPI") with the reference period of September (previous contract year) to September (two years previous)."

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any renewal term will be as agreed between the Owner and the Contractor. If the Parties cannot agree on the Annual Price for any renewal term within six months of the beginning of the last year of the Initial Term or a renewal term (the "Current Term"), this Agreement will be terminated six months from the last day of the Current Term. During this six month period, the Owner shall pay the Annual Price paid for the last year of the Current Term, as indicated above, pro-rated over the six month period.

Section 4.4 - Payment of the Annual Price

The Owner shall pay the Contractor the Annual Price for each year of the Initial Term or any Current Term, in twelve monthly payments, in advance, on the first day of each month. Payment may be made by the Owner by pre-authorized bank debit from a bank account designated by the Owner or by payment upon receipt of invoice. Upon signing of the agreement, Year One of the Initial Term retroactive payment will be added to the next PUC monthly invoice, which will also include the new monthly rate based upon the Annual Price set out in Section 4.2(a)(i).

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, for each year of the Initial Term and any subsequent term, covers all charges for the Services, but does not cover items or matters that are outside the scope of the Services, and without restricting the generality of the foregoing, does not include the following:

- (a) any Capital Expenditures as agreed to by the Owner or resulting from any failure of the Owner to implement reasonably recommended Capital Expenditures;
- (b) any charges resulting from any changes in Services required by changes to Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.7(a) below);
- (d) the payment of municipal taxes or municipal grants in lieu of taxes;
- (e) any charges resulting from adverse tax changes in respect of the Services or the Facility, excluding income taxes payable by the Contractor on its own revenues;
- (f) any charges resulting from the Contractor having to address an Uncontrollable Circumstance and, without limiting the generality of the foregoing, such charges resulting from those situations addressed in Section 2.2 of this Agreement; and
- (g) any charges for utilities including hydroelectric power, natural gas and water.

Section 4.6 - Capital Expenditures

- (a) "Capital Expenditures" means the charges for all capital items in relation to the Facility, including new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair or maintenance, (excluding routine maintenance); any alterations and any associated installations, commissioning, including labour and preselection "charges, together with the Contractor's service fee.
- (b) No later than July 1 of each year this Agreement is in force, or a date as the parties may agree in writing, the Contractor will provide the Owner with an estimate of the Capital Expenditures reasonably required for the operation of the Facility for the following year. The Owner's written approval of any estimate authorizes The Contractor to incur the Capital Expenditures included in the estimate (the "Approved Capital Expenditures") and will procure in an open and competitive manner in accordance with their procurement policy.
- (c) The Contractor will invoice the Owner for the Approved Capital Expenditures together with any additional supporting documentation and the Owner shall pay the invoice within 30 days of receipt.
- (d) The Contractor shall submit all invoices to the Owner within sixty (60) days from the date services are performed. The Owner may reject invoices submitted after this period and retains discretion to process late invoices. All invoices must include the date of service where feasible, description of services rendered, amount due, and any other relevant information as required by the Owner. Repeated failure to comply with the invoice submission timeline or requirements may result in penalties, reduced future allocations, or other actions as deemed appropriate by the Owner.

Section 4.7 - Unexpected Expenses

- (a) "Unexpected Expenses" means unanticipated expenditures that the Contractor reasonably incurs in order to address equipment failure, acts of third parties, or other circumstances beyond the Contractor's reasonable control, including but not limited to unregulated septic dumping, illegal industrial waste discharges or overflows, any emergency situation or any situation resulting from an Uncontrollable Circumstance.
- (b) In the event that the Contractor is required to incur Unexpected Expenses, prior approval of the Owner with respect to those unexpected expenses will be required only if time permits. Within ten days of incurring the unexpected expenses, the Contractor will provide the Owner with a report detailing the reasons the unexpected expenses were incurred and the Owner shall pay the Contractor for the unexpected expenses within thirty (30) days of receipt of an invoice from the Contractor.

Section 4.8 - Partial Payment of Disputed Invoices

If the Owner disputes any portion of an invoice, the Owner shall nonetheless pay to the Contractor the undisputed portion of the invoice by the due date. If any additional amount is finally determined to be payable to the Contractor, the Owner shall pay the Contractor the additional amount, within thirty (30) days from the date of final determination.

Section 4.9 – Sanitary Fee Collection and Remittance – Septic Receiving Station

- (a) The Contractor shall collect the sanitary fee for the septic receiving station at the rate established by the Owner in the applicable by-law.
- (b) The Contractor shall remit the collected sanitary fees to the Owner in the same manner as the sanitary sewer rates currently collected on municipal water billing invoices.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 – Mediation and Arbitration

- (a) If a dispute arises between the Owner and the Contractor which cannot be resolved within a reasonable time, the issue shall be referred to a mediator appointed by mutual agreement between the Owner and the Contractor for resolution.
- (b) Failing agreement at mediation, the issue shall be determined by an arbitrator, agreed to by the parties. The determination of the sole arbitrator shall be final and binding upon The Contractor and the Owner and there shall be no appeal from the determination.
- (c) The arbitration shall be governed by the provisions of the *Arbitrations Act*.
- (d) The fees and expenses of the arbitrator shall be borne equally between the Parties.

ARTICLE 6 – EXISTING AGREEMENTS AND TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least twelve months before the expiry of the Initial Term, or any Renewal Term, either party may notify the other in writing whether it wishes to terminate this Agreement at the end of the Initial Term or any Renewal Term. If no notice is given as required by this section or the parties do not otherwise agree in writing, then the Agreement shall renew for a further five-year period ("Renewal Term").
- (b) During the Initial Term or any Renewal Term, this Agreement may be terminated by either the Owner or the Contractor ("Termination for Cause") if:
 - (i) there has been a material breach of the Agreement; and
 - (ii) the party complaining of the breach has given written notice of the breach to the other party; and
 - (iii) the other party does not correct the breach within thirty calendar days of receiving the notice.
 - (iv) After the thirty days referred to in paragraph (iii) above has expired, the party complaining of the breach shall give the other party six months written notice of termination.
- (c) If either Party disputes the existence of a breach or that the breach is material; the dispute may be referred to mediation under Section 5.1 of this Agreement.
- (d) After the Initial Term, either the Owner or the Contractor may terminate this Agreement as follows:
 - (i) in accordance with Section 4.3;
 - (ii) for any reason, upon twelve months prior written notice; or
 - (iii) if there has been a material breach of the Agreement, in accordance with the procedures described in Paragraph 6.1 (b) above.

Section 6.2 - Early Termination

- (a) Subject to paragraphs (b) and (c) below, the Owner shall be entitled to terminate this Agreement for any reason prior to the expiry of the Initial Term, on a six month prior written notice to the Contractor.
- (b) The Owner acknowledges that the Contractor is able to offer the Annual Price because of long term agreements the Contractor enters into with suppliers and other third parties. If the Owner terminates this Agreement early pursuant to paragraph (a) above, the Owner shall:
 - (i) assume for the duration of the Initial Term, any contractual obligations that the Contractor may have made with respect to the Facility or in connection with this Agreement for the supply of services, products or materials, including but not limited to any obligations to suppliers and sludge haulers, or the Owner shall compensate the Contractor for any costs, expenses and losses incurred by the Contractor in terminating this Agreement. Such costs, expenses and losses shall not include any claim for severance packages for employees or loss of profit.

- (ii) pay the Contractor a reasonable price for any equipment at the Facility purchased by the Contractor (and not paid for by the Owner) in order to make operations at the Facility more efficient.
- (c) If the Owner terminates this Agreement pursuant to paragraph (a) above, the last day on which the Contractor shall operate the Facility shall fall on the last day of a calendar quarter.

Section 6.3 - Inventory Count of Consumables/Supplies

The Contractor and the Owner will conduct an inventory count of consumables/supplies at the Facility on the first day of the Initial Term, or as soon as the parties may agree on. Upon termination of this Agreement, the Contractor shall either:

- (a) ensure that there is the same number of consumables/supplies at the Facility on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Owner for any shortfall.

If the number of consumables/supplies at the Facility on the date of termination exceeds the amount on the first day of the Initial Term, the Owner will either reimburse the Contractor for any excess or the Contractor may take possession of any excess, as the Contractor may determine.

Section 6.4 - Final Settlement

If the Contractor ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by the Contractor and amounts owing by or to the Owner under this Agreement and any Existing Agreement including, but not limited to the outstanding debt, if any, owed to the Contractor, no later than ninety days after the Contractor ceases to provide the Services.

ARTICLE 7 - INNOVATIONS

Section 7.1 - Innovations

Either Party may bring forward innovative ideas for the operation of the Facility and both parties agree to reasonably consider such innovative ideas.

ARTICLE 8 - GENERAL

Section 8.1 - Ownership of Technology

The Owner acknowledges and agrees that in providing the Services, the Contractor may utilize certain technology developed by or for the Contractor, whether existing now or in the future, including but not limited to technology such as WMS (work management system), and PCD (process control domain system) (the "Technology"), The Owner further agrees that the use of the Technology at the Facility does not in any way give the Owner any ownership rights in or Intellectual Property Rights to, the Technology.

Section 8.2 - Headings

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

Section 8.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Contractor with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Owner and the Contractor with respect thereto.

Section 8.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the parties hereto. All amendments shall be attached to this Agreement as a Schedule. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 8.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party and upon mutual agreement.

Section 8.6 - Survival

All outstanding payment obligations, warranties and indemnifications given by each of the parties, shall survive indefinitely the termination of this Agreement.

Section 8.7 - Severability

If any covenant, obligation or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining provisions or the application of each provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable.

Section 8.8 - Notices

- (a) Any notice, or other communication required or permitted to be given hereunder by either party to this Agreement shall be in writing and shall be delivered in person, sent by email or sent by registered mail, addressed as follows:
 - (i) if to the Owner:
City of Sault Ste. Marie, Engineering Department

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
Telephone: (705) 759-5380
Attention: Catherine Taddo, Manager, Development and Environmental
Engineering

- (ii) if to the Contractor:
 - PUC Services Inc.
 - P.O. Box 9000, 500 Second Line East, Sault Ste. Marie, ON P6A 6P2
 - Telephone: (705) 759-3314
 - Attention: Brooke Suurna, Director Water Operations

- (b) If delivered in person any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).

- (c) If mailed, any such notice or other communication shall be deemed to have been given and received on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days afterwards a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or sent by email as provided in this Section 8.8.

- (d) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 8.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 8.10 - Freedom of Information

The Parties understand and agree that this Agreement and any materials or information provided to the Contractor through the performance of the Services may be subject to the *Freedom of Information and Protection of Privacy Act, R.S.O., 1990, C-F, 31*, as amended, and the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 1990, c.M56*.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

PUC SERVICES INC.

Date of Signing

By: _____
President and CEO

Date of Signing

By: _____
Treasurer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date of Signing

By: _____
Mayor - Matthew Shoemaker

Date of Signing

By: _____
Deputy City Clerk - Madison Zuppa

SCHEDULE A **The Facility**

Part 1. Description of The Facility

In addition to components described hereunder, which is not an exhaustive list, The Facility includes all related buildings, building systems (eg. heating, ventilation, electrical and controls systems), yard piping and site improvements.

The Facility is comprised of the following:

Part 1A. West End Plant

The West End Plant is a 20,000 cubic meter per day conventional activated sludge wastewater treatment plant. The plant includes mechanical bar screens, grit removal equipment and two (2) primary clarifiers with scum removal equipment. Secondary treatment is provided by four (4) aeration cells with fine bubble diffusers and two (2) secondary clarifiers. Sludge management at the plant includes storage/holding, thickening and dewatering facilities. Three (3) lift stations are also associated with the West End Plant.

Sewage Receiving Facility

Hauled sewage is disposed of at a sewage receiving facility at the West End Plant. Users discharge sewage to a system that directs sewage through a rock tap, grinder and flow meter prior to discharging into a receiving maintenance hole.

Primary Treatment – Screening, Grit Removal, Channel Aeration and Primary Clarification

The screening and degritting building contains two (2) mechanically operated bar screens and one (1) manually cleaned screen for emergency purposes. Material collected by these screens are transferred to two (2) washer/compactor units via a screenings conveyor. Two (2) vortex grit removal units and one (1) grit classifier and hydrocyclone allow the collection and dewatering of inorganic material, which is ultimately disposed of at the City's landfill site. Screened and degrittled influent flows to the primary sedimentation tanks via a coarse bubble aerated channel. Air is provided by two (2) blowers (duty/standby) each with a capacity of 8.4m³/min.

The West End Plant primary sedimentation includes two (2) tanks with a total capacity of 2,904m³ allowing for 6.5 hours of detention time under average flow conditions. The primary clarifier tanks are both 44m x 11m x 3m, 1,452m³ in size. Slide gates allow inlet flow control. Travelling bridges direct the settled solids into four (4) hoppers with two (2) primary sludge pumps and one (1) in-line grinder for solids removal. Surface scum is removed with a cross-collector system and deposited in tanks for disposal at landfill.

Biological Treatment – Activated Sludge Process

The West End Plant biological process includes four (4) tanks with a total capacity of 4,600m³ for approximately 5.5 hours detention time under average flow conditions. Each tank is 30m x 15m x 5m, or 1,125 m³ in size. There are four (4) blowers located in the Blower Building, which can deliver up to 1,425 m³/hr air volume to provide the oxygen necessary for the micro-organisms.

Effluent Clarification

West End Plant secondary sedimentation system includes two clarifiers with a total capacity of 5,090m³ providing approximately 5.8 hours of detention time under average flow conditions. Each final clarifier tank is 30m diameter x 3.6m, for a capacity of 2,545m³. Alum is used to improve phosphorus removal.

Disinfection – Effluent Disposal

Chlorine gas stored in the Chlorine Building is used in the chlorination process of the final effluent and dechlorination is provided using a sodium bisulphite system. The average volume of treated effluent to be disposed of is 10,500 m³/d and is directed into the St Marys River after the final treatment stage via a 2km outfall.

Sludge Management

Waste activated sludge (WAS) is conveyed from the secondary clarifiers by a duplex pump system to a 600m³ WAS storage tank equipped with a submersible pump and nozzle system to provide mixing. Sludge transferred to 1 of 2 - 7m x 7m x 4m deep holding tanks is conveyed through inline macerators to the sludge thickening facilities. Thickening occurs via a system including two (2) - 12L/s rotating drum thickeners, one (1) polymer make-down system and three (3) polymer dosing pumps. Thickened sludge is stored in 1 of 2 50m³ sludge holding tanks. Sludge is dewatered using two (2) centrifuges (standby/duty) and a similar polymer make-down system.

Odour Control

Odour control additives/chemicals (e.g. product by benzaco scientific) are used to mask and/or neutralize odours generated onsite and from residuals hauled to the landfill site.

SCADA System

A distributed SCADA system and Programmable Logic Controllers (PLC) distributed in a star configured City Wide Area Network (WAN) allowing independent control of PLC during a LAN hardware failure. SCADA system will also gather data from remote locations and display it at a centralized control center along with long term data archiving.

Lift Stations

There are three (3) lift stations associated with the West WPCP: John Street lift station, Young Street lift station, and Main lift station.

The John Street lift station was commissioned in 2003 and is used to divert a portion of flow historically directed to the East End Plant to the West End Plant. The station has two (2) - 75 hp variable frequency driven duty pumps and two (2) - 215 hp constant speed pumps. The station is designed to deliver 7 ML/d to the west plant during dry weather flows, with a peak flow of 47.5 ML/d. A flow diversion structure at the inlet to the station allows excess flows to bypass to the east end collection system. A diesel generator provides full back-up power for the station.

The Young Street and Main lift stations were constructed in 1984, at the same time as the West End Plant. There are two (2) large and one (1) smaller screw pumps at each station providing a rated capacity of 410,000m³/day. Operating as the duty pump, the smaller pumps have a capacity of 30,000m³/d and the two (2) larger pumps standby pumps have capacities of 190,000m³/d. Each lift station is equipped with a standby diesel generator. The Main pump station generator produces 400 Kilowatts and operates all lift station equipment as well as the West End Plant Control Room in the administration building which contains the alarm system. Emergency power generation at the Young Street, or Intermediate, pump station is provided via a 300 Kilowatts diesel engine driven generator and will operate all station equipment.

A trailer-mounted 400kW emergency diesel generator is housed at the Young Street lift station that can be used to provide power to either the Young Street, Main or Clark Creek lift station in the event that the built-in generator at either of these lift stations fails.

Part 1 B. East End Plant

The East End plant is a secondary treatment plant with a *Rated Capacity* of 36,000 m³/day in Phase I (and planned to upgrade in the future to a rated capacity of 54,500 m³/day in Phase II). Three (3) lift stations are associated with the East End Plant.

Primary Treatment – Screening

The influent building is equipped with two (2) - 1.0 m wide mechanical influent bar screens with 6.0 mm bar spacing and screening capacity of 170,000 m³/day in 1.20 m wide channels, with one (1) - 285 mm diameter 7.5 m long screenings screw conveyor, one (1) screenings dewatering and washing press, and one (1) - 10.7 m³ capacity screenings/grit storage bin. A 1.20 m wide manual influent bar screen with 50.0 mm bar spacing with a nominal screening capacity of 85,000 m³/day is provided as a standby. An emergency bypass channel directs flows that exceed 2.5 times the Rated Capacity before the primary clarifier and two (2) times the Rated Capacity before the secondary treatment system to the effluent disinfection system prior to discharge through the outfall sewer.

Primary Treatment – Grit Removal

Grit removal is provided using two (2) - 4.9 m deep and 5.0 m diameter vortex type grit removal basins designed for peak wet weather flow of 215,000 m³/day, equipped with two (2) - 11.0 L/s capacity centrifugal type grit pumps and one (1) - 0.9 m³/hr capacity grit dewatering screw, discharging grit into a screenings/grit storage bin.

Primary Treatment – Clarification

Primary clarification of influent is provided by a system of three (3) rectangular primary clarifiers each 45.0 m long 7.5 m wide with an average side wall depth (SWD) of 4.4 m, each equipped with one (1) chain and flight sludge collector, open pipe troughs for scum collection, and top cover to capture odours. Primary sludge is pumped into a sludge fermenter or into a fermented sludge storage tank by two (2) double disc diaphragm primary sludge pumps each with a rated capacity of 15.0 L/s. Collected scum is directed to a fermented sludge tank by one (1) primary scum pump with a rated capacity of 10.0 L/s.

Biological Treatment - Biological Nutrient Removal (BNR)

Following primary clarification, biological treatment of sewage occurs in two (2) identical 6,000 m³ capacity multi-cell biological nutrient removal (BNR) reactors each with the approximate dimensions of 60 m long x 20 m wide x 5.0 m deep, consisting of the following:

- One (1) 650 L/s mixed liquor recycle pump;
- One (1) pre-anoxic cell with a volume of 120 m³, length of 4.8 m, width of 5.0m and depth of 5.0m equipped with 1 - 1.9 kW mixer;
- One (1) anaerobic cell with a volume of 420 m³, length of 18.8 m, width of 5.0m and depth of 5.0m, equipped with 1 - 3.0 kW mixers; and,
- One (1) anoxic cell 1 with a volume of 480 m³, length of 19.2 m, width of 5.0m and depth of 5.0m, equipped with 2 - 3.0 kW mixers.

Sludge Fermenter

The BNR process is supported by one (1) sludge fermenter with an interior diameter of 23.6m and SWD of 1.5m constructed within an historical primary clarifier (No.5) structure, including:

- Two (2) 24.0 L/s fermenter supernatant pumps discharging to the bioreactors;
- Two (2) 325 m³ capacity fermented primary sludge storage tanks equipped with top covers to capture odours; and,
- Two (2) 15 L/s capacity fermented sludge pumps.

Effluent Clarification

Prior to disinfection, effluent is clarified through three (3) - 32.0 m diameter secondary clarifiers, with SWD of 5.0m, each designed for the Rated Capacity of 36,000 m³/day and equipped with suction header type sludge collector mechanism. One (1) 150 L/s process drain pump located in the Blower Building is also provided.

Disinfection – Effluent Disposal

Treated effluent is disinfected using an ultraviolet (UV) irradiation system consisting of one (1) concrete UV disinfection channel with approximate dimensions of 12.8 m long x 1.702m wide x 4.572m deep, containing two (2) banks and each bank containing four (4) modules and each module consisting of 10 lamps (total of 80 medium pressure high output lamps) providing a UV dose of 24 mWs/cm² (at 65 % UV transmittance) designed for a peak flow of 171,000m³/day.

Disinfected effluent is then directed to the plant outfall chamber where it flows through one (1) - 1600mm diameter 968m long HDPE effluent outfall sewer pipe, with a maximum design hydraulic capacity of 215,000 m³/day, into Lake George channel of St. Marys River. The outfall sewer pipe terminates at a staged diffuser in a water depth of 5.9m to 6.9m. The 1600 mm diameter staged diffuser consists of 30 diffuser nozzles, each diffuser with a diameter of 300mm rising approximately 1m above the river bottom, constructed with backflow preventer check valves, and oriented approximately 30 degrees from the outfall sewer pointing towards the center of the river channel.

Sludge Management

Return activated sludge (RAS) is conveyed from the secondary clarifiers via three (3) - 250 L/s capacity centrifugal pumps (two duty and one standby), each equipped with a variable speed drive and a flowmeter. Two (2) waste activated sludge (WAS) pumps (one duty and one standby), each with a capacity of 24.0 L/s and equipped with variable speed drives, handle mixed liquor from the BNR reactors.

Two (2) rectangular dissolved air floatation (DAF) units are used WAS thickening, each providing a surface area of 30 m², constructed of fabricated stainless steel plate, and equipped with two (2) - 24.0 L/s capacity DAF subnate pumps (one duty and one standby), air compressor, sludge skimmer, and an aerated thickened WAS storage tank.

Two (2) solid bowl sludge centrifuges, each centrifuge designed for an average feed rate of 4.2 L/s at 4% solids to produce a 27% cake solids, for dewatering fermented primary sludge and thickened WAS added at 50:50 ratio with the addition of liquid polymer to improve solids recovery, including:

- Two (2) 12.0 L/s centrate pumps (one duty and one standby);
- Two (2) 5.0 L/s capacity fermented sludge feed pumps (one duty and one standby) and 2 - 5.0 L/s capacity thickened WAS feed pumps (one duty and one standby) to service the sludge dewatering centrifuges; and,
- Two (2) sludge cake screw conveyors and 2 - trailer loading bays for haulage and disposal of sludge cake in a licensed landfill site.

Air Blowers

Two (2) 150 kW multistage centrifugal air blowers and 2 - 187 kW multistage centrifugal air blowers supply air requirements.

Odour Control

Odours from the inlet building, primary sludge fermenter, primary clarifiers and sludge building are controlled using a two-cell closed-top biofilter with a total filter bed volume of 934m³. The biofilter discharges to the air through a stack at a maximum volumetric flow rate of approximately 15.6m³/s. A 0.6m x 1.7m x 3.8m packed bed wet scrubber, discharging to the biofilter, is used as an

intermediate control system for the primary sludge fermenter. Sodium hypochlorite is used as the scrubbing solution and sodium hydroxide provides pH adjustment. One (1) 1,400L sodium hydroxide storage tank and one (1) – 9,700L sodium hypochlorite storage tank are also provided.

Odour control additives/chemicals (e.g. product by benzaco scientific) are also used to mask and/or neutralize odours generated onsite and from residuals hauled to the landfill site.

Standby Power

Emergency power generation is provided by a system of three (3) – 1,000 kW diesel generators with a provision for a future third generator of similar size, including all controls, instrumentation, electrical and associated appurtenances.

SCADA System

A distributed SCADA system and Programmable Logic Controllers (PLC) distributed in a star configured City Wide Area Network (WAN) allowing independent control of PLC during a LAN hardware failure. SCADA system will also gather data from remote locations and display it at a centralized control center along with long term data archiving.

Lift Stations

There are three (3) lift stations associated with the East End plant: Pim Street, Clark Creek, and River Road.

The Pim Street lift station, including a 500m³ sewage storage tank, was commissioned in 2009 with four (4) dry pit submersible pumps each having a rated capacity of 500L/s and a total pumping capacity of 1,170L/s with three (3) pumps in operation. An emergency overflow pipe discharging to the St. Marys River is fitted with a flap gate check valve. The Pim Street station discharges to a forcemain, which travels east beneath Queen Street to Pine Street where it discharges into a gravity sewer. This sewer continues east on Queen Street and discharges to the Clark Creek lift station. Emergency power is provided by a 500kW standby by diesel generator set.

The Clark Creek lift station was constructed at the same time as the Pim Street station and the original East End Plant (1959). As with the Pim Street station, Clark Creek went through a number of upgrades, with the latest being 2003. Station influent flows through a manually cleaned bar screen prior to entering one of two wet wells. The station is equipped with four (4) - 215 hp electrical, variable speed driven pumps. The maximum discharge capacity remains the same as it was originally designed for, 30 MIGD (136.4 ML/d). This station has a standby diesel generator to service the entire station in the event of a power failure. To control odour that has historically emanated from the lift station inlet works from time-to-time, an ozone-based odour control system is also provided at this lift station.

An auxiliary pumping station (Drake Street station) was incorporated into wet well #1 of the Clark Creek lift station in 1999 to help alleviate the backup of sewage in nearby residential areas. This station has two (2) small submersible pumps that discharge over a wall into the wet well. The Clark Creek station discharges to the East End plant via a forcemain.

The River Road lift station, or Tarentorus station, was constructed in 1968, with a maximum capacity of 3.75 MIGD (17 ML/d). The station was rebuilt in 1990 to 7.7 MIGD (35 ML/d) with the construction of a new wet well and pump house with three (3) - 75 hp variable frequency driven pumps. The station also has a diesel generator for full emergency backup power. This station is located northeast of the plant and discharges by forcemain to the plant.

Bellevue SSO Tank

In 2003 construction of the Bellevue SSO tank was completed. The purpose of the facility is to provide additional storage within the sewage collection system in order to divert flows from the downstream Clark Creek station and the East End plant. This storage is for an interim basis until the peak flows within the system subside, thereby preventing premature discharge to the St. Marys River, and backup into residential basements. An overflow from the tank discharges to the St. Marys River in the event that high flows continue for a sustained period of time and exceed the capacity of the tank.

Following a high flow event, the tank is emptied back into the Queen Street sewer by a controlled flow system. Once the tank is empty, a flushing water system cleans the bottom of the tank to help minimize odour generation. The tank has a capacity of 12,000 cubic meters, and utilizes two (2) interceptor chambers to divert the flow: one at the intersection of Queen Street and Churchill Boulevard and the other at Queen and Lake Streets. A 750 L/s pumping station is utilized to pump into the SSO or into the sanitary sewage collection system as determined by wet weather flow conditions. Emergency power is provided by a 200kW diesel generator.

Part 2. Street Addresses of the Facility

The street addresses of the Facility are as follows:

West End Plant	55 Allen's Side Road, Sault Ste. Marie, ON
Main Lift Station	55 Allen's Side Road, Sault Ste. Marie, ON
Young Street Lift Station	800 Young Street, Sault Ste. Marie, ON
John Street Lift Station	291 John Street, Sault Ste. Marie, ON
East End Plant	2221 Queen Street East, Sault Ste. Marie, ON
Tarentorus Lift Station	62 River Road, Sault Ste. Marie, ON
Clark Creek Lift Station	1677 Queen Street East, Sault Ste. Marie, ON
Pim Street Lift Station	816 Bay Street, Sault Ste. Marie, ON
Bellevue SSO Tank	1265 Queen Street East, Sault Ste. Marie, ON

SCHEDULE B Definitions

In this agreement, the following terms are defined below or in the section in which they first appear:

"Agreement" means this agreement together with Schedules A, B, C, D and E attached hereto and all amendments made hereto by written agreement between PUC Services and the Owner.

"Annual Price" is defined in Paragraph 4.2 of this Agreement.

"Applicable Laws" is to be broadly interpreted and means, with respect to any person, property, transaction, event or other matter dealt with in this Agreement, any and all statutes, by-laws, regulations, enactments, ordinances, rules, permits, consents, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, common-law rules, decrees, injunctions, agreements, authorizations, regulations, policies, directives, objectives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers' compensation matters.

"Approved Capital Expenditures" is defined in Paragraph 4.6(b) of this Agreement.

"Authorizations" means each of the sewer use and water by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under any Applicable Law from time to time in order to operate the Facility.

"Authorized Representatives" is defined in Section 2.5 of this Agreement.

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Ontario.

"Capital Expenditures" is defined in Paragraph 4.6(a) of this Agreement.

"Claim" means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto) of any kind and nature whatsoever.

"Current Term" is defined in Section 4.3 of this Agreement.

"Excluded Services" is defined in Section 2.3 of this Agreement.

"Facility" is defined and described in Schedule "A" of this Agreement.

"Indemnified Parties" is defined in Section 3.3 of this Agreement.

"Initial Term" is defined in Section 4.1 of this Agreement.

"Insurance" is defined in Paragraph 2.9 and further described in Schedule "E" of this Agreement.

"Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

"Parties" is defined in Paragraph (d) of the Recitals to the Agreement.

"PCD" or "Process Control Data" means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

"Renewal Term" is defined in Paragraph 6.1(a) of this Agreement.

"Services" is defined in Section 2.1 and further described in Schedule C to this Agreement.

"Technology" is defined in Section 8.1 of this Agreement.

"Termination for Cause" is defined in Paragraph 6.1(b) of this Agreement.

"Uncontrollable Circumstance" is defined in Paragraph 2.2(c) of this Agreement.

"Unexpected Expenses" is defined in Paragraph 4.7(a) of this Agreement.

"WMS" or "Work Management System" means a computer program used to schedule a program of preventive maintenance activities for equipment in a facility.

SCHEDULE C **The Services**

The scope of services includes but is not limited to items in this Section. The Contractor shall perform regularly scheduled inspections and carry out associated Operations and Maintenance duties at the Facility, including, but not limited to, all process, equipment, building and property checks to ensure that the Facility is operating effectively and in accordance with applicable Federal and Provincial Regulatory requirements.

1. General

The Contactor shall supply all licensed, competent and knowledgeable personnel, material, utilities and services necessary to:

- 1) Operate, maintain and monitor the Facility in accordance with the requirements of all applicable legislation, Environmental Compliance Approvals, Operations and Maintenance Manuals, equipment manufacturers' documentation and industry standard procedures and methods;
- 2) Conduct testing of emergency power generation equipment and related appurtenances in accordance with the requirements of all applicable legislation, Environmental Compliance Approvals, Operations and Maintenance Manuals, equipment manufacturers' documentation and industry standard procedures and methods, including load bank testing;
- 3) Maintain daily log books providing a detailed record of actions taken during each work shift. Weather conditions, anomalies, complaints received, etc. are to be documented and recorded. The log books shall be a clear and concise record of daily activities and shall not be removed from The Facility;
- 4) Practice good housekeeping at the Facility (including the removal and disposal of domestic wastes);
- 5) Operate The Facility at an optimum capacity and efficiency, in as cost effective a manner as the system design will allow;
- 6) Investigate and implement (upon approval by the City) measures to improve the effectiveness of the Facility and share any cost savings with the City;
- 7) Provide support services, including but not limited to management, laboratory testing, SCADA operation, related computer system operation and maintenance, administration, purchasing and reporting;
- 8) Provide technical, management, administrative and other personnel for backup and support of operations staff;
- 9) Conduct a yearly comprehensive evaluation of The Facility and advise the City by no later than July 1 of each year of specific Capital Expenditures needed for replacement, repair and upgrades for the following calendar year;
- 10) Complete any and all duties requiring the services of a certified operator and/or Overall Responsible Operator and associated with the normal operation of the Facility;
- 11) Ensure adequate licensed and trained staffing of the Facility with personnel qualified in technical, laboratory and administrative/management issues to satisfy regulatory requirements and to provide Operation and Maintenance services in a responsible and professional manner. The Contactor must have an appropriate number of personnel certified as Operator with Overall Responsibility and licensed/capable of managing/operating wastewater facilities of appropriate classifications. All training must be certified in accordance with applicable Regulations;

- 12) Provide ongoing training programs for plant personnel in Operations and Maintenance procedures, management, laboratory and process control, Right-to-Know, and health and safety issues;
- 13) Carry out fall arrest inspections (i.e. roof anchors), and certifications of confined space retrieval hoists as required to comply with applicable legislation;
- 14) Provide all consumables such as fuels, chemicals and lubricants. Responsible for all fees associated with beeper/auto dialers, alarm fees, SCADA wide area network communications, internet fees, telephone and any other communication fees required for normal operation and maintenance;
- 15) Carry out emergency repairs to protect employees, equipment, buildings and grounds during Force Majeure events;
- 16) Conduct sampling, and analysis (in-house & laboratory) and reporting, as necessary and required, for the compliance with all applicable regulations and the Environmental Compliance Approvals;
- 17) Prepare a complete inventory of spare parts, materials and chemicals on site at the Facility and maintain an appropriate level of inventory;
- 18) Prepare and maintain a complete inventory of all equipment and tools;
- 19) Ensure security of the Facility by locking doors and gates, manage and maintain the electronic access control system for all facilities;
- 20) Attend meetings as requested and at least on a quarterly basis;
- 21) Ensure payment of all wages, salaries and benefits for all personnel employed at the Facility;
- 22) On an annual basis identify to the Owner all required modifications to the Operations and Maintenance Manuals; and
- 23) If modifications to Operations and Maintenance Manuals are required, revise and re-issue the documents.

2. Routine Maintenance

The Contractor, acting reasonably, will provide routine maintenance of the Facility by, at a minimum:

- 1) Performing routine maintenance duties to equipment by following the preventative maintenance procedures as specified by the Work Management System; by checking machinery and electrical equipment when required, overhauling of equipment when necessary; and by replacing filters, belts, hoses, etc. when required;
- 2) Carrying out a routine lubrication program including greasing and oiling as specified in manufacturer lubrication schedules and recommendations;
- 3) Annual cleaning and visual inspection of pump station wet wells and UV channel;
- 4) Cleaning of sludge tanks as required;
- 5) Annual boiler system inspections;
- 6) Maintaining an inventory on all equipment and tools; and,
- 7) Regularly inspecting process control equipment to ensure proper operation of all equipment.

3. Process Operations

The Contractor, acting reasonably, is responsible for ensuring an efficient operation of the Facility and keeping records on a daily basis and as required by, at a minimum:

- 1) Inspecting process control equipment to ensure proper operation of primary and secondary wastewater treatment clarifiers, the BNR process, pumps, blowers and aeration systems, alum and other chemical feeders;
- 2) Checking pumping stations for proper operation and taking routine readings;
- 3) Operating pump controls and valve controls for pumping of all process streams;
- 4) Operating detritor systems, sludge pumping and dewatering systems, aeration systems, all treatment chemical systems (e.g. alum, polymer, lime, sodium bisulphite, etc.), and disinfection systems;
- 5) Operating the fermenter, including costs (eg. alum) to handle sludge when the fermenter is offline for annual cleaning;
- 6) Operating scum collection equipment and pumping out scum collection chambers;
- 7) Raking bar screens and checking comminutors and mechanical bar screens;
- 8) Hosing down weirs, walls and channels in aeration tanks, clarifier, and detritor equipment;
- 9) Mixing and monitoring process chemicals such as chlorine, alum and polymer;
- 10) Recording and analyzing wastewater flow, chemicals used, chlorine residuals, process water and wastewater flow calculations;
- 11) Sounding clarifiers for sludge depth to ensure proper return rates;
- 12) Checking chemical feed pumps and return sludge rates, comparing to routine calculations and determining operational adjustment requirements;
- 13) Calculating, recording, and analyzing the amount of wastewater treated, the daily flows and monthly flows, pumping station running hours, diesel running hours, amount of chlorine and chemicals used, and the sludge hauled;
- 14) Performing routine wastewater tests such as suspended solids, BOD, total solids, chlorine residual, dissolved oxygen, total phosphorus, temperature, 30 minute settling and recording results, calculating plant process control parameters and making operational adjustments as required such as increasing chemical feed or wasting return sludge;
- 15) Operating the dewatering systems to efficiently produce a dewatered sludge that can be safely hauled away for further treatment or disposal at the City's landfill site;
- 16) On a routine basis, completing the daily operating forms for statistics for computer input and correcting the results of the output forms to ensure a proper monitoring of plant flows and process for wastewater treatment;
- 17) Collecting samples for heavy metals and trace organics, conducting routine analysis for coliform bacteria and chemicals and ensuring that they are shipped to the proper labs (samples to ensure a representative analysis);
- 18) Ensuring that daily operations comply with and fulfill the requirements of the related Environmental Compliance Approvals and other legal documents;
- 19) Inspecting the Bellevue SSO tank on a routine basis for water build-up, and activating the emptying cycle when required; and
- 20) Testing the operating cycle of the Bellevue SSO tank on a regular basis to ensure that the system is ready for high flow events.

4. Regulatory Matters and Changes to Regulatory Requirements

The Contractor shall handle day-to-day regulatory requirements and contacts with regulatory authorities with respect to The Facility. The Contractor will review all inspection reports that are prepared by regulatory authorities and provided to the Contractor. Subject to the City's approval, the Contractor shall correct deficiencies identified in such inspection reports or negotiate changes to the reports with regulatory authorities.

If, during the period of a contract, changes in regulations require that the scope of work originally intended under the contract be expanded, the Contractor shall notify the City of any required change. Should a change in scope of work require that the contract value be modified (increase or decrease), such modification shall be negotiated between the City and the Contractor. The City reserves the right to cancel the contract and re-tender for services if unable to negotiate a mutually agreed to modification.

5. Emergency Situations

The Contractor shall ensure that the Facility has a contingency plan(s) in place to deal with non-routine operational situations and emergencies such as spills, overflows, equipment failure, computer, SCADA, and hydro interruptions. The Contractor shall implement the contingency plan(s) as needed to ensure the uninterrupted operation of The Facility in compliance with Environmental Compliance Approvals and applicable legislation.

6. General Staffing

The Contractor shall staff The Facility with certified operators and other trained staff as required by applicable legislation, including the Ontario Water Resources Act.

All Contractor staff shall be trained for the normal process Operation and Maintenance of The Facility and shall also receive training on how to deal with emergency situations.

The Contractor shall have staff available to provide 24-hour coverage. Scheduling staff for vacations, coverage due to illness, coverage due to absence because of training, assistance during activities requiring confined space entry, and emergencies and non-standard situations is the responsibility of the Contractor.

7. Operator Training

The Contractor shall meet or exceed legislated staff training requirements, laboratory methods and sampling, Right to Know issues, as well as health and safety issues pertinent to the Facility. Training shall also meet the requirements to satisfy operator certification requirements.

8. Hours of Work

The Facility shall be in operation 24 hours per day, 7 days per week, on a year-round basis. Staffing of the Facility shall be such that the requirements of all applicable regulations, approvals, these Terms of Reference and any Contract are satisfied at all times. There shall be at least one person on call every day of every year during non-working hours to respond to alarms.

9. Cleanliness/Odour Control

The Contractor shall ensure that the Facility is kept in a clean and presentable condition and that waste is removed from the Facility on a regular basis and at least weekly.

The Contractor's staff shall wear Contractor issued clothing at all times. Clothing shall be clean and serviceable. All contract employees shall present a neat and tidy appearance at all times.

10. Vehicles

The Contractor shall supply and be responsible for all vehicles that are necessary to complete the scope of work. The City will not supply any vehicles to the Contractor. No claims shall be made by the Contractor to the City for maintenance or replacement of vehicles.

11. Occupational Health and Safety Act

The Contractor shall ensure their conformity to the *Occupational Health and Safety Act*. The Contractor shall not hold the City responsible for any violations committed under the Occupational Health and Safety Act and all work performed under the Contract shall be in conformance with the

Occupational Health and Safety Act, and the Contractor's Health and Safety Policy and standards.

Contractor employees, agents and representatives shall be familiar with the requirements of the *Act*, shall be knowledgeable in the safety procedures required during the performance of the Contract and shall be Competent Persons as defined in the *Act*.

12. Workplace Safety and Insurance Board

The Contractor shall comply with the *Workplace Safety and Insurance Act of Ontario* and shall furnish evidence of such compliance, which shall include a valid Certificate of Good Standing, to the City with five (5) days of being requested to do so.

13. Indemnification

The Contractor shall exonerate, indemnify and hold harmless the City, its officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the City that are caused by the Contractor's negligence or willful misconduct when performing the Services.

14. Ownership of the Facility

All land, buildings, permanent equipment and equipment and tools identified in the Contractor-prepared inventory is and shall remain the property of the City. All equipment installation or improvements that the Contractor may complete under a Contract shall become property of the City.

Upon completion of the duration of a Contract, any unused supplies that are still on hand shall be turned over to the City for the amount which appears on the invoice from the Contractor's supplier or the prorated amount for partially used products.

15. Protection of Property

The Contractor shall protect the City's and adjoining properties that could potentially become damaged from as a result of operation of the Facility. In the event that damage to the City's or adjoining properties does occur, it shall be the sole responsibility of the Contractor to restore all impacted properties to their original condition. No claim shall be made by the Contractor to the City for any property restoration costs.

16. Maintenance

The Contractor shall develop and implement a comprehensive maintenance program which shall include, but not be limited to inspection, preventive and predictive techniques and tasks in addition to breakdown and/or failure techniques and tasks. The comprehensive maintenance program shall at a minimum meet requirements identified by equipment manufacturers, consultants, and the Operations and Maintenance Manuals.

The Contractor is to visually inspect every piece of equipment at a frequency at which it is likely that potentially small or minor problems may be identified before they manifest themselves into larger problems possessing the potential to negatively impact operations and/or result in increased costs to the City to rectify.

The Contractor shall perform routine maintenance duties at the Facility including but no limited to: checking machinery, mechanical and electrical equipment when required, overhauling of equipment when necessary; and by replacing filters, belts, hoses, etc. when required.

The Contractor shall respond to all breakdowns to determine how they may be best addressed and to make recommendations to the City on how to proceed to rectify the breakdown. Critical issues, such as breakdowns that may result in public health or environmental concerns, are to be rectified, by the Contractor, without delay.

17. Capital Expenditures

"Capital Expenditures" means the charges for all capital items in relation to the Facility, including but not limited to new or replacement equipment, any overhaul or rebuild of equipment, any non-routine repair or maintenance; alterations and any associated installation, commissioning including labour and pre-selection charges, together with Contractor service fee (if any).

No later than July 1 of each year the agreement is in force, or other dates as the parties may agree to in writing, the Contractor will provide the City with an estimate of the Capital Expenditures required for the operation of The Facility for the following year. The City's written approval of any estimate authorizes the Contractor to incur the Capital Expenditures included in the estimate (the "Approved Capital Expenditures").

The Contractor will invoice the City for the Approved Capital Expenditures together with any additional supporting documentation and the City shall pay the invoice in accordance with the agreement.

18. Optimization

The Contractor shall routinely analyse, investigate and, where appropriate, implement measures to improve the effectiveness and efficiency of the Facility.

19. Unexpected Expenses

In the event that Unexpected Expenses are incurred, the prior approval of the City with respect to those Unexpected Expenses will be required only if time permits.

Within ten days of incurring the Unexpected Expenses, the Contractor will provide the City with a report detailing the reasons the Unexpected Expenses were incurred and the City shall pay the Contractor for the Unexpected Expenses in accordance with the agreement.

20. Facility Inventory

The Contractor is required to prepare an inventory of spare parts, materials and chemicals on site at the time of assuming responsibility for operation, maintenance, and management of the Facility. The Contractor is also required to prepare an inventory of equipment and tools at the Facility. Completed inventories are to be prepared and submitted to the City within one month of commencement of the Contract between the City and Contractor.

The Contractor and the City shall conduct an inventory count of consumables/supplies at the Facility on the first day of the Initial Term, or as soon as the City and Contractor may agree. Upon termination of the Contract, the Contractor shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facility on the date of termination as there was on the first day of the Initial Term; or
- (b) Reimburse the City for any shortfall.

If the amount of consumables/supplies at the Facility on the date of termination exceeds the amount on the first day of the initial term, either the City shall reimburse the Contractor for any excess or the Contractor may take possession of the excess consumables/supplies.

21. Final Settlement

If the Contractor ceases to operate and maintain the Facility, there shall be a final settlement of all accounts with respect to the annual price and any other expense incurred by the Contractor and amounts owing by or to the City under the operations agreement, not later than ninety (90) days after the written agreement of the amounts of all accounts between the City and Contractor.

22. Reports and Meetings

The Contractor shall provide the City, the Ministry of the Environment, Conservation and Parks, and other Ministries and Agencies with all reports required by applicable legislation and/or Environmental Compliance Approvals. The Contractor shall also prepare and submit to the City quarterly reports providing summaries of operations and maintenance issues, analyses, inspections, performance, etc. for the previous quarter (quarterly reports to be submitted within 30 days following each Calendar quarter). Quarterly reports shall also report and support recommended Capital Expenses.

The Contractor shall also make available all maintenance management logs and daily and weekly reports. Further to the quarterly reporting, the Contractor shall furnish the City with both written and oral reports on the yearly Operations, Maintenance and Management of the facility. The yearly report may take the form of reports required by Environmental Compliance Approvals and/or applicable regulations.

The Contractor shall be available for at least four meetings annually. The purpose of the meetings is to review the quarterly and annual reports as may be required, and to identify and discuss outstanding and related matters.

23. Contract Performance Assessment

The City reserves the right to conduct an ongoing assessment of the Contractor in order to determine whether or not to extend a Contract and to ensure compliance with the requirements of the Terms of Reference and Contract. The Contractor's performance shall be measured against criteria that include, but are not limited to, the following:

1. The Contractor's approach to dispute resolution as evidenced by the experience of such incidents throughout the term of a Contract.
2. The Contractor's approach and general disposition with respect to co-operative problem solving.
3. The Contractor's track record of the investigation, assessment, and implementation and sharing of cost saving measures as related to the Operation and Maintenance of the Facility.
4. The Contractor's co-operation with City staff and Consultants.
5. The Contractor's compliance track record in satisfying the legislated and other reporting and abatement requirements associated with the operation of The Facility.
6. The Contractor's response to emergency events and other unexpected operational challenges experienced throughout the duration of a Contract.
7. The Contractor's reporting, capital expenditure and capital budgeting track record experienced through the tenure of a Contract.

SCHEDULE D
Excluded Services

Services that will not be provided by the Contractor include but are not limited to, the following (“Excluded Services”):

1. Landscaping at all of the sewage lift stations (exclusive of grass cutting and brushing);
2. High pressure sewer flushing;
3. Installation and/or inspection of new water and sewers/sewer services;
4. Cost for non-routine sampling and lab analysis;
5. Hydroelectric, natural gas, municipal water and sewage utility costs;
6. Cost of operating and maintaining modifications or additions to The Facility. Such work will be conducted at a price to be negotiated with the City.

SCHEDULE E
Insurance

1. Commercial General Liability Insurance

The Contractor shall provide, maintain and pay for Commercial General Liability Insurance. The policy shall remain in place for the entire duration of the Contract. Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$20,000,000 per occurrence, an aggregate limit of not less than \$20,000,000, within any policy year with respect to completed operations and a deductible of not more than \$25,000. The policy shall include an extension for a standard provincial and territorial form of non- owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name The Corporation of the City of Sault Ste. Marie as an Additional Insured,
- (b) Cross-liability and severability of interest,
- (c) Blanket Contractual,
- (d) Products and Completed Operations,
- (e) Premises and Operations Liability,
- (f) Personal Injury Liability,
- (g) Contingent Employers Liability,
- (h) Tenant's Legal Liability,
- (i) Work performed on Behalf of the Named Insured by Sub-Contractors, and
- (j) The policy shall include 30 days' notice of cancellation.

2. Automobile Liability Insurance

The Contractor shall provide, maintain and pay for Automobile Liability Insurance for the entire duration of the Contract. Automobile Liability Insurance shall be standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$15,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

3. Property Insurance

The Contractor shall provide, maintain and pay for Property Liability Insurance for the entire duration of the Contract. "All risks" property insurance, including earthquake and flood, shall be in the names of both the Contractor and the City, insuring not less than the full replacement value of all reported properties including buildings and equipment situated within 1,000 feet of the premises. Includes pumping stations.

4. Boiler and Machinery Insurance

The Contractor shall provide, maintain and pay for Boiler and Machinery Insurance for the entire duration of the Contract insuring against loss or damage arising from an accident with Pressure Objects, Production Machines, and Machinery and Service Supply in use or connected and ready for use. Coverage shall include fired and unfired pressure vessels (Excess of 15PSI) piping, production machinery and service supply.

5. Environmental Impairment Liability Insurance

The Contractor shall provide, maintain and pay for Environmental Impairment Liability Insurance for the entire duration of the Contract. The Contractor shall carry an Environmental Impairment Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$20,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

6. Data Liability Insurance

Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than \$ 5,000,000. Coverage is to respond to but not limited to the following occurrences:

1. Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy our control personal information and include failure to comply with privacy laws and their respective regulation regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notifications of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
2. Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third-party computer information systems and will further include expenses related to third party computer forensics.
3. Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The policy shall be maintained continuously during the term of the agreement. If coverage is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the City.

7. Errors and Omissions Insurance

The Contractor shall take out and keep in force Professional Liability insurance in the amount of \$15,000,000, providing coverage for acts, errors and omissions arising from the operations performed under the agreement. The policy SIR/deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie.

Primary Coverage

The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Owner.

Certificate of Insurance

The Contractor shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement and every year, upon insurance policy renewal.

Deductible

The Contractor is responsible to pay any and all deductible amounts that may result from any insurance claim made.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-165

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Herkimer Street between Victoria Street and Carpin Beach Road from November 12, 2024, to November 1, 2025, to repair the Herkimer Street Bridge.

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 HERKIMER STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Herkimer Street between Victoria Street and Carpin Beach Road from November 12, 2024, to November 1, 2025 to repair the Herkimer Street Bridge.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-166

PROPERTY SALE: A by-law to declare the City owned property legally described as PIN 31613-0179(LT) LT 43 PL 58 AWENGE; SAULT STE. MARIE being civic 97 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owner, Rocky O'Neil 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 Rocky O'Neil 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 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

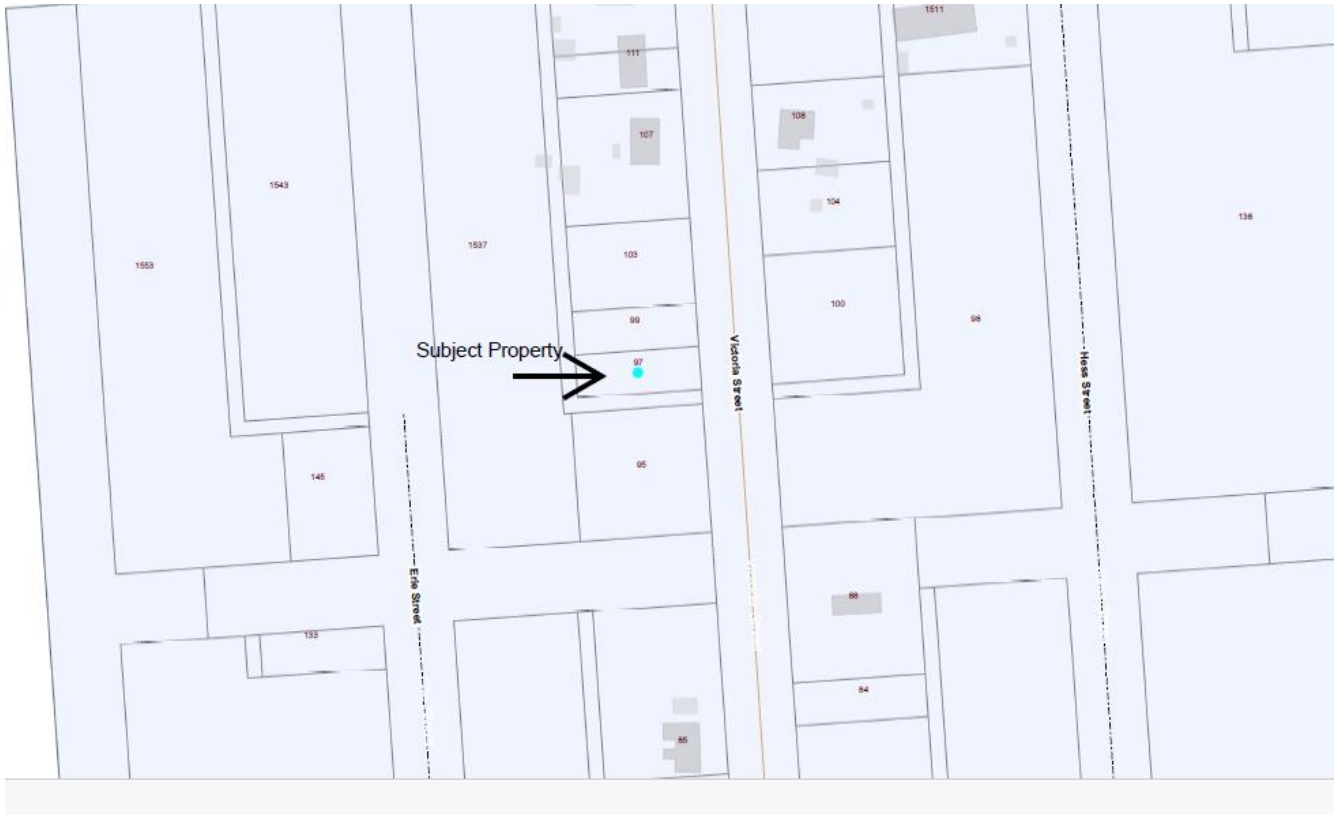
DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2024-166

PURCHASER: Rocky O'Neil

LEGAL DESCRIPTION: PIN: 31613-0179 (LT)
LT 43 PL 58 AWENGE; SAULT STE. MARIE

CONSIDERATION: TEN THOUSAND (\$10,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-167

PROPERTY SALE: A by-law to declare the City owned property legally described as PIN 31613-0177(LT) LT 45-46 PL 58 AWENGE; SAULT STE. MARIE being civic 103 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owners, Rocky O'Neil and Gordon Dale Page and Cynthia Margaret Page 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 Rocky O'Neil and Gordon Dale Page and Cynthia Margaret Page 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 12th day of November, 2024.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2024-167

PURCHASER: Rocky O'Neil, Gordon Dale Page and Cynthia Margaret Page

LEGAL DESCRIPTION: PIN: 31613-0177 (LT)
LT 45-46 PL 58 AWENGE; SAULT STE. MARIE

CONSIDERATION: TWENTY THOUSAND (\$20,000.00) DOLLARS

