

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

Tuesday, October 1, 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

#### 1. Land Acknowledgement

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

#### 2. Adoption of Minutes

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo Resolved that the Minutes of the Regular Council Meeting of September 9, 2024 and Special Council Meeting of September 18, 2024 be approved.

- 3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda
- 4. Declaration of Pecuniary Interest
- 5. Approve Agenda as Presented

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that the Agenda for October 1, 2024 City Council Meeting as presented be approved.

Pages

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#### 6. Presentations

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

Mover Councillor M. Bruni Seconder Councillor R. Zagordo Resolved that all the items listed under date October 1, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.

#### 7.1 Corporate Strategic Plan 2024 – 2027

32 - 87

A report of the CAO is attached for the consideration of Council

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo Resolved that the report of the Chief Administrative Officer dated October 1, 2024 concerning the Corporate Strategic Plan Feedback be received and that Council approve the Plan.

#### 7.2 Northern Ontario Heritage Fund Corporation – YMCA Contribution Agreement 88 - 90 – Boiler Replacement

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

The relevant By-law 2024-139 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### 7.3 Homelessness and Addiction Recovery Treatment Hub Funding Application 91 - 94

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that the report of the CAO dated October 1, 2024 concerning the HART Hub funding opportunity be received and that Council authorize a letter of support outlining the importance and critical need for establishing a HART Hub in Sault Ste. Marie and region;

Further that Council endorse and support the funding application from the Canadian Mental Health Association Algoma.

#### 7.4 2024 City of Sault Ste Marie Credit Rating

95 - 102

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Chief Financial Officer/Treasurer dated October 1, 2024 concerning the 2024 City of Sault Ste Marie Credit Rating be received as information.

#### 7.5 Tender for Line Painting Services – Traffic Division

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo

Resolved that the report of the Manager of Purchasing dated October 1, 2024 concerning the provision of Line Painting services of City streets as required by Public Works and Engineering Services, Traffic Division be received and the services be awarded to McGuinness Coatings Ltd. for the 2025, 2026, and 2027 seasons and extension option at the tendered pricing HST extra.

#### 7.6 Bay Street Active Living Centre Floor Replacement

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning the Bay Street Active Living Centre Floor Replacement be received and that the \$23,500 from the Parks and Recreation Reserve be approved to support the project.

#### 7.7 Arts and Culture Assistance Stream Program Guidelines Update

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning Arts and Culture Assistance Stream Program Guidelines Update be received and that the recommendation of the Cultural Vitality Committee to split the funds equally between the two intake periods be approved.

#### 7.8 Building Division Annual Fee Report 2023

A report of the Chief Building Official is attached for the consideration of Council.

Mover Councillor S. Kinach

106 - 107

108 - 109

103 - 105

Seconder Councillor A. Caputo

Resolved that the report of the Chief Building Official dated October 1, 2024 regarding the Building Division Annual Fee Report 2023 be received as information.

#### 7.9 By-Law Enforcement Appointments

A report of the Manager of Building and By-law Enforcement is attached for the consideration of Council.

The relevant By-Law 2024-140 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### 7.10 Graffiti Committee

A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

#### Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 1, 2024 concerning a Graffiti Subcommittee of the Cultural Vitality Committee be received and that the terms of reference of the subcommittee be approved.

#### 7.11 Traffic Signal Removal Study

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning Traffic Signal Removal Study be received and that staff be directed to proceed with the removal of signals at the intersection of Albert Street and Dennis Street and the reinstatement of the traffic signals at the intersections of Albert Street and Elgin Street and Queen Street and Church Street.

#### 7.12 Traffic Calming During Capital Construction Projects

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 regarding Traffic Calming be received as information. 113 - 115

116 - 122

123 - 129

130 - 132

7.13	Additional Updates to Traffic By-law – 2024	133 - 135
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor A. Caputo Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning the Additional Traffic By-law Updates – 2024 be received and the recommended amendments be approved.	
	The relevant amendments to the Traffic By-Law will appear on a future Council Agenda.	
7.14	Regional Fire Training Centre Memorandum of Understanding 2024	136 - 138
	A report of the Fire Chief is attached for the consideration of Council.	
	The relevant By-law 2024-136 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.15	Overtime and Staffing Update Report	139 - 140
	A report of the Fire Chief is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor A. Caputo Resolved that the report of the Fire Chief dated October 1, 2024, concerning Overtime and Staffing Update be received as information.	
7.16	Municipal Capital Facilities Exemption Request for Sault Ste. Marie Airport Development Corporation	141 - 142
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-laws 2024-137 and 2024-138 are 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	
8.1.1	Former Sault Area Hospital Site	143 - 174
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
8.1.1.1	By-law 2024-141 Document Registration Agreement	

This Agreement will appear on an Addendum to the Agenda.

8.1.1.2 By-law 2024-142 (Property Acquisition) 941 Queen Street East, 941 Queen 175 - 176 Street East Water Lot, 955 Queen Street East (Leisure Meadows Community Living Inc.)

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that By-law 2024-142 being a by-law to authorize the acquisition of property located at civic 941 Queen Street East, 941 Queen Street East Water Lot, and 995 Queen Street East (LEISURE MEADOWS COMMUNITY LIVING INC.) be passed in open Council this 1st day of October, 2024.

## 8.1.1.3 By-law 2024-143 (Property Acquisition) 10 Lucy Terrace (1667271 Ontario 177 - 178 Inc.)

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that By-law 2024-143 being a by-law to authorize the acquisition of property located at civic 10 Lucy Terrace (1667271 Ontario Inc.) be passed in open Council this 1st day of October, 2024.

- 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 Traffic Lights at Wallace Terrace and Goulais Avenue

Mover Councillor M. Scott

Seconder Councillor C. Gardi Whereas City Council recognizes the importance of efficient traffic management and safety at all intersections within the city and;

Whereas there have been ongoing discussions regarding the necessity and

effectiveness of the traffic lights located at the intersection of Wallace Terrace and Goulais Avenue and;

Whereas safety concerns have been raised by local residents and businesses about the removal of the traffic lights at this intersection and;

Now Therefore Be It Resolved that Council directs the appropriate City department(s) to:

- Temporarily cover the traffic lights at the intersection of Wallace Terrace and Goulais Avenue for a trial period of which the length is determined by similar trials.
- Monitor and assess traffic flow, pedestrian safety, and overall intersection performance during the trial period.
- Gather feedback from local residents, businesses, and other stakeholders regarding their experiences during the trial period.
- Prepare a comprehensive report on the findings of the trial, including recommendations on whether the traffic lights should be permanently removed or reinstated.
- Present the report to the City Council at the conclusion of the trial period for a final decision.

Further Be It Resolved that appropriate measures, such as signage or temporary stop signs, be implemented during the trial period to ensure the safety of all road users.

#### 9.2 Community Safety Zones

Mover Councillor A. Caputo

#### Seconder Councillor R. Zagordo

Whereas community safety zones are defined as segments of roadways where public safety is of special concern and may include roadways near parks/playgrounds, daycare centers, recreation areas, hospitals, senior centers/residences, and areas with a large concentration of pedestrian activity; and

Whereas Sault College enrollment has increased significantly in the last 10 years, increasing population and foot traffic in the area; and

Whereas a number of elementary schools have amalgamated, effectively creating super schools and/or schools with higher enrollment in the area; and

Whereas speeding has been identified as a major issue around the city. This is documented to be well over the posted 40 km/hr in many school zones including St Paul School (posting 59.5 km as 85th percentile speed) and Boreal French Immersion (posting 64.94 km as 85th percentile speed); and

Whereas this area has connections to the Hub Trail, new development, buildings housing seniors and citizens with disabilities, as well as many

#### October 1, 2024 Council Agenda

families;

Now Therefore Be It Resolved that staff report back to Council regarding designating Northern Avenue from Sackville Road to Pine Street a Community Safety Zone; and regarding designating Pine Street from Northern Avenue to McNabb Street a Community Safety Zone.

#### 9.3 Base Line and Carpin Beach Road Intersection

#### Mover Councillor M. Scott

#### Seconder Councillor C. Gardi

Whereas the intersection of Base Line and Carpin Beach Road is located in close proximity to R.M. Moore Public School, where a significant number of children and families regularly travel to and from the area; and

Whereas the safety of students, staff, and residents is of paramount importance to this Council; and

Whereas over the past three years there have been two major traffic incidents at this intersection, both of which resulted in direct damage to the playground where R.M. Moore students play, and where we have been incredibly fortunate that no injuries have occurred; and

Whereas increased traffic volumes and speeding vehicles at this intersection present an ongoing and unacceptable risk to the safety of pedestrians, particularly school children

Now Therefore Be It Resolved that Council request staff to report back regarding the installation of a four-way stop at the intersection of Base Line and Carpin Beach Road; and

Further Be It Resolved that staff be requested to explore additional traffic calming measures and enhanced signage to ensure the safety of children and all pedestrians in the vicinity of R.M. Moore Public School.

## 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 M. Bruni

Seconder Councillor A. Caputo Resolved that all By-laws under item 12 of the Agenda under date October 1, 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 2024-135 (Zoning) 2707728 Ontario Inc. – Mario Palumbo – Crimson 179 - 181 Ridge Golf Course

Council Report was passed by Council resolution on September 09, 2024.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that By-law 2024-135 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 418 Fourth Line West (2707728 Ontario Inc. – Mario Palumbo – Crimson Ridge Golf Course) be passed in open Council this 1st day of October, 2024.

## 12.1.2 By-law 2024-136 (Agreement) Fire Services Emergency Services Training 182 - 189 and Development

A report from the Fire Chief is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2024-136 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the "OFC") to conduct and host Fire Service training and development in our municipality be passed in open Council this 1st day of October, 2024.

#### 12.1.3 By-law 2024-137 (Agreement) Municipal Capital Facility

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190 - 193

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2024-137 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Airport Development Corporation ("The Airport") for the provision of a Municipal Capital Facility at the Sault Ste. Marie Airport located at 475 Airport Road Unit 1, Sault Ste. Marie be passed in open Council this 1st day of October, 2024.

#### 12.1.4 By-law 2024-138 (Taxation Exemption) Municipal Capital Facility Sault Ste. 194 - 196 Marie Airport Development Corporation

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that By-law 2024-138 being a by-law to provide for the partial taxation exemption for the Sault Ste. Marie Airport Development Corporation ("the Airport") as a Municipal Capital Facility be passed in open Council this

#### October 1, 2024 Council Agenda

1st day of October, 2024.

#### 12.1.5 By-law 2024-139 (Agreement) YMCA Boiler Replacement

A report from the Deputy CAO is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo Resolved that By-law 2024-139 being a by-law to authorize the execution of the Agreement between the City and the Young Men's Christian Association, of Sault Ste. Marie and the Northern Ontario Heritage Fund Corporation to support costs related to the replacement of the boiler system at the YMCA be passed in open Council this 1st day of October, 2024.

#### 12.1.6 By-law 2024-140 (By-law Enforcement Officers) – Building

224 - 225

197 - 223

A report from the Manager of Building and By-laws is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that By-law 2024-140 being a by-law to appoint by-law enforcement officers to enforce The Corporation of the City of Sault Ste. Marie Property Standards By-law as Property Standard Officers and enforce various other by-laws of The Corporation of the City of Sault Ste. Marie as By-law Enforcement Officer be passed in open Council this 1st day of October, 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 M. Bruni Seconder Councillor A. Caputo Resolved that this Council move into closed session to discuss:

- one item concerning labour relations or employee negotiations' and
- one item concerning financial information supplied in confidence to the municipality which could reasonably be expected to prejudice significantly the negotiations of an organization

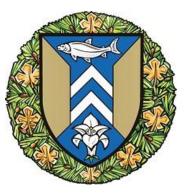
Further Be It Resolved that should the said closed session be adjourned, the

Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.

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

#### 15. Adjournment

Mover Councillor S. Kinach Seconder Councillor R. Zagordo Resolved that this Council now adjourn.



#### **REGULAR MEETING OF CITY COUNCIL**

#### MINUTES

#### Monday, September 9, 2024 5:00 pm Council Chambers and Video Conference

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

Absent: Councillor S. Hollingsworth

Officials: T. Vair, R. Tyczinski, K. Fields, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, M. Borowicz-Sibenik, F. Coccimiglio, C. Taddo, P. Tonazzo, C. Rumiel, J. King, M. Zuppa, T. Vecchio, E. Cormier, L. Petrocco, R. Van Staveren, K. Pulkkinen

#### 1. Land Acknowledgement

#### 2. Adoption of Minutes

Moved by: Councillor M. ScottSeconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of August 12, 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 Councillor L. Vezeau-Allen Property Declared Surplus 149 Gore Street Board President and Founder of Grocer 4 Good
- 4.2 Councillor L. Dufour Reconstruction of Peoples Road and East Street Engineering Services

Owns property in the proposed area of work.

4.3 Councillor L. Dufour – Property Declared Surplus and Sale to DSSMSSAB – 60 London Street

Employed by the District of Sault Ste. Marie Social Services Administration Board.

4.4 Councillor L. Vezeau-Allen – By-law 2024-118 (Property) 149 Gore Street Declared Surplus

Board President and Founder of Grocer 4 Good

4.5 Councillor L. Dufour – By-law 2024-123 (Property Sale) 60 London Street Sale to DSSMSSAB

Employed by the District of Sault Ste. Marie Social Services Administration Board

4.6 Mayor M. Shoemaker – By-law 2024-125 (Zoning) 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc.)

Owner is a client.

#### 5. Approve Agenda as Presented

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that the Agenda for September 9, 2024 City Council Meeting as presented be approved.

#### Carried

#### 6. **Presentations**

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that all the items listed under date September 9, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.5 and 7.16 be approved as recommended.

#### Carried

September 9, 2024 Council Minutes

#### 7.1 Mayoral Decision – 2025 Budget

The Mayor provided his direction regarding 2025 budget.

#### 7.2 Vote Counting Equipment and Alternative Voting Methods – Municipal Election 2026

The report of the City Clerk was received by Council.

Moved by: Councillor C. Gardi Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk dated September 9, 2024 concerning Vote Counting Equipment and Alternative Voting Methods – Municipal Election 2026 be received and that the 2026 municipal election be conducted with in-person voting with tabulator count, register to vote by mail, and vote from home;

Further that staff be authorized to issue an RFP for the acquisition of vote tabulators, associated supplies, and professional services.

A by-law authorizing the use of tabulators for the 2026 municipal election will appear on a future Council Agenda.

#### Carried

#### 7.3 City Awards 2024

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor M. Scott Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy City Clerk dated September 9, 2024 concerning City Awards 2024 be received and that:

- 1. The Community Development Award be awarded to The Train Station;
- 2. The Heritage Award be awarded to Dean Sayers; and
- 3. The Sports Hall of Fame be awarded to Reno Pettenuzzo (posthumous) and Hubert Brazeau.

Carried

#### 7.4 Property Tax Appeals

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour Resolved that the report of the Manager of Taxation dated September 9, 2024 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act*.

#### Carried

## 7.6 East End Wastewater Treatment Plant Settlement Mitigation Design – Engineering Services

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

Moved by: Councillor M. Scott Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated September 9, 2024 concerning Engineering Services for East End Wastewater Treatment Plant Settlement Mitigation Design as required by Public Works and Engineering Services be received and that Tulloch Engineering be retained at the total proposed fee of \$649,079 plus HST.

A by-law authorizing signature of an agreement concerning provision of these services will appear on a future Council Agenda.

#### Carried

#### 7.7 Electric Vehicle Charging Station Infrastructure

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated September 9, 2024 concerning the infrastructure installation of five electric vehicle charging stations as required by Transit, Public Works and Civic Centre be received and that the purchase from S.&.T. Electrical Contractors Limited at the quoted amount of \$194,329 plus HST be approved with additional funding of \$59,410 allocated from the Asset Management Reserve.

#### Carried

#### 7.8 Seasonal Rental of Four Loader/Backhoes – Public Works

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

Moved by: Councillor M. Scott Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated September 9, 2024 concerning the rental of four loader/backhoes for the 2025 and 2026 summer construction seasons, as

required by Public Works be received and that the rental from Toromont CAT at their weekly rate of \$1,375 plus HST per machine be approved.

#### Carried

#### 7.9 Sault Gymnastics Club Lease Renewal

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

The relevant By-law 2024-127 is listed under item 12 of the Minutes.

#### 7.10 Trans Canada Trail Funding Agreement

The report of the Accessibility Coordinator was received by Council.

The relevant By-law 2024-130 is listed under item 12 of the Minutes.

#### 7.11 Federation of Canadian Municipalities Brownfield Funding Approval

The report of the Director of Economic Development was received by Council.

The relevant By-law 2024-124 is listed under item 12 of the Minutes.

#### 7.12 Tourism Development Fund Applications – August 2024

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated September 9, 2024 concerning Tourism Development Fund Applications – August 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$15,112.39 as detailed below be approved:

- Soo Curlers Association Henderson Metal Fall Classic (\$7,612.39);
- Festival of Colours (\$5,000); and
- Algoma Invitational Wrestling Tournament (\$2,500).

#### Carried

#### 7.13 Scope of Work Change – Lake Street Reconstruction

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

Moved by: Councillor M. Scott Seconded by: Councillor L. Vezeau-Allen Resolved that the report of the Municipal Services and Design Engineer dated September 9, 2024 regarding Contract 2024-2E – Lake Street Reconstruction be received and that the scope of work change in the amount of \$151,835 be approved.

Carried

#### 7.14 Lane Assumption, Closing and Conveyance – Steel Plant Subdivision

The report of the Solicitor was received by Council.

The relevant By-laws 2024-120 and 2024-121 are listed under item 12 of the Minutes.

#### 7.15 Purchase of Property at 628 Second Line West

The report of the Solicitor was received by Council.

The relevant By-Law 2024-132 is listed under item 12 of the Minutes.

#### 7.15.1 Amended Report

#### 7.17 Active Transportation Fund Agreement

The report of the Junior Planner was received by Council.

The relevant By-law 2024-126 is listed under item 12 of the Minutes.

#### 7.5 Reconstruction of Peoples Road and East Street – Engineering Services

Councillor L. Dufour declared a conflict on this item. (Owns property in the proposed area of work.)

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

The relevant By-laws 2024-128 and 2024-129 are listed under item 12 of the Minutes.

#### 7.16 Property Declared Surplus and Sale to DSSMSSAB – 60 London Street

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

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

The relevant By-law 2024-123 is listed under item 12 of the Minutes.

#### 8. Reports of City Departments, Boards and Committees

- 8.1 Administration
- 8.2 Corporate Services
- 8.3 Community Development and Enterprise Services

#### 8.4 Public Works and Engineering Services

#### 8.4.1 Asset Management Plan Phase II – Non-Core Assets

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Development and Environmental Engineering dated September 9, 2024 concerning Asset Management Plan Phase II – Non-Core Assets be received and that the asset management plan reports be approved.

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

Carried

#### 8.4.2 Asset Management Plan Phase III

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

Moved by: Councillor M. Scott Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated September 9, 2024 concerning Asset Management Plan Phase III be received and the recommendation to retain AECOM

Canada Ltd. at the total proposed fee of \$229,000 plus HST be approved with additional funding of \$33,301 allocated from the Asset Management Reserve.

The relevant By-law 2024-131 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

#### 8.5 Fire Services

#### 8.6 Legal

#### 8.6.1 Property Declared Surplus – 149 Gore Street

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

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

The relevant By-law 2024-118 is listed under item 12 of the Minutes.

#### 8.7 Planning

#### 8.7.1 A-11-24-Z – 418 Fourth Line West (Crimson Ridge Golf Course)

The report of the Planner was received by Council.

Moved by: Councillor C. Gardi Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated September 9, 2024 concerning rezoning application A-11-24-Z be received and that Council approve the application as follows:

Rezone a portion of 418 Fourth Line West, referred to as the "Area to be Rezoned", which has approximately 64 metres of frontage along Fourth Line and a depth of 78 metres, from Parks and Recreation Zone (PR) to Estate Residential Zone (R1) with the following Special Exceptions:

- Reduce the required minimum lot area from 0.4 hectares to 0.37 hectares.
- The driveway between the edge of the road and the lot line must be paved with a hard surface, such as asphalt.
- Development be connected to both municipal water and sewer services.

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

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

#### 8.8 Boards and Committees

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

#### 9.1 Hydro One – North Shore Link

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

Whereas the City of Sault Ste. Marie recognizes the importance of reinforcing transmission lines to ensure reliable electricity supply; and

Whereas the North Shore Link project proposes to reinforce these lines; and

Whereas the project offers a Route 3C option that avoids major recreational trails through Hiawatha; and

Whereas the City values the preservation of recreational areas for its residents;

Now Therefore Be It Resolved that the City Council of Sault Ste. Marie expresses its appreciation for the North Shore Link project and exclusively supports the green option as presented by Hydro One.

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

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 C. Gardi Seconded by: Councillor L. Dufour

Resolved that all By-laws under item 12 of the Agenda under date September 9, 2024 save and except By-laws 2024-118, 2023-123, 2024-125, 2024-128 and 2024-129 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 2024-120 (Lane Assumption) Abutting 80 Glasgow

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-120 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31609-0253(LT) PT LANE PL 1598 KORAH CLOSED BY T220708 PT 2 1R4911; S/T T221041; T226464E; SAULT STE. MARIE, Steel Plant Subdivision be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.4 By-law 2024-124 (Agreement) Green Municipal Fund Grant

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-124 being a by-law to authorize the execution of the Agreement between the City and Federation of Canadian Municipalities for funding for the completion of a Phase II Environmental Assessment and a Record of Site Condition for the remaining portions of the Gateway property be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.5 By-law 2024-125 (Zoning) 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc.)

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-125 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc. c/o Tony Porco) be passed in open Council this 9th day of September, 2024.

Carried

#### 12.1.6 By-law 2024-126 (Agreement) Active Transport Funding

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-126 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Canada, represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities to accept funds that have been allocated to Sault Ste. Marie and proceed with Hub Trail upgrades be passed in open Council this 9th day of September, 2024.

Carried

#### 12.1.7 By-law 2024-127 (Agreement) Sault Gymnastics Club Lease Renewal

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-127 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Gymnastics Club for the lease of space at the John Rhodes Community Centre be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.10 By-law 2024-130 (Agreement) Trans Canada Trail Bellevue Kayak Dock Accessibility Upgrades

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-130 being a by-law to authorize the execution of the Agreement between the City and Trans Canada Trail for Bellevue Kayak Dock accessibility upgrades be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.11 By-law 2024-131 (Engineering) Asset Management Plan Phase III

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-131 being a by-law to comply with regulatory requirements in respect to Ontario Regulation 588/17 under Infrastructure for Jobs and Prosperity Act be passed in open Council this 9th day of September, 2024.

Carried

#### 12.1.12 By-law 2024-132 (Property Acquisition) Purchase 628 Second Line West

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-132 being a by-law to authorize the acquisition of property located at civic 628 Second Line West (Windsor Park Residence Ltd.) be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.13 By-law 2024-133 (Planning) Housing Community Improvement Plan

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-133 being a by-law to approve the proposed Sault Ste. Marie Housing Community Improvement Plan, designate the Plan Administrator and delegate approval authority of the financial incentives be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.14 By-law 2024-134 (Planning) Housing Community Improvement Project Area

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-134 being a by-law to approve the proposed Sault Ste. Marie Housing Community Improvement Project Area be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.15 By-law 2024-119 (Agreement) YMCA Name Change

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-119 being an agreement to authorize the execution of the Lease Agreement between the City and Dr. Lou and Mae Lukenda Charitable Foundation for the YMCA building at 235 McNabb Street, Sault Ste. Marie, Ontario be passed in open Council this 9th day of September, 2024.

#### Carried

#### 12.1.1 By-law 2024-118 (Property) 149 Gore Street Declared Surplus

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

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-118 being a by-law to declare the City owned property legally described as PIN 31576-0095 (LT) PT LT 1-2 PL 4050 ST. MARY'S AS IN T362161; S/T & T/W INTEREST IN T362161 & T/W T362161; SAULT STE. MARIE, being civic 149 Gore Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 9th day of September, 2024.

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

Carried

#### 12.1.3 By-law 2024-123 (Property Sale) 60 London Street Sale to DSSMSSAB

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

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

Resolved that By-law 2024-123 being a by-law to declare the City owned property legally described as PIN 31544-0082 (LT) LT 86 PL 8454 ST. MARY'S; SAULT STE. MARIE being

civic 60 London Street as surplus to the City's needs and to authorize the disposition of the said property to the District of Sault Ste. Marie Social Services Administration Board or as otherwise directed be passed in open Council this 9th day of September, 2024.

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

Carried

#### 12.1.5 By-law 2024-125 (Zoning) 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc.)

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-law 2024-125 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 10 Huron Street, 0 Huron Street, 29 Bay Street (1188004 Ontario Inc. c/o Tony Porco) be passed in open Council this 9th day of September, 2024.

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

#### September 9, 2024 Council Minutes

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

Carried

#### 12.1.8 By-law 2024-128 (Engineering) Peoples Road Reconstruction

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

Resolved that By-law 2024-128 being a by-law to to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the reconstruction of Peoples Road (Churchill Avenue to Third Line) be passed in open Council this 9th day of September, 2024.

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

Councillor M. Scott	Х			
Results	9	0	1	1

#### 12.1.9 By-law 2024-129 (Engineering) Reconstruction of East Street

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that By-Law 2024-129 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for the reconstruction of East Street (Bay Street to Wellington Street) be passed in open Council this 9th day of September, 2024.

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

Carried

- 12.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority.
- 12.3 By-laws before Council for THIRD reading which do not require more than a simple majority
- 13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda

#### 14. Closed Session

Moved by: Councillor C. Gardi Seconded by: Councillor L. Dufour

Resolved that this Council move into closed session to discuss:

- one item concerning the proposed acquisition of land;
- three items concerning the proposed disposition of land; and
- one item concerning a position, plan, procedure, criteria or instruction to be applied to negotiations

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality or local board and section 239 2 (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality

Carried

#### 15. Adjournment

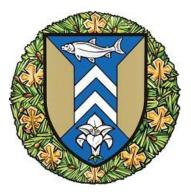
Moved by: Councillor M. Scott Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

#### **Special Meeting of City Council**

#### Minutes

	Wednesday, September 18, 2024 3:00 pm Video Conference Meetings may be viewed live on the City's Youtube channel https://www.youtube.com/user/SaultSteMarieOntario
Present:	Mayor M. Shoemaker, Councillor S. Spina, Councillor L. Vezeau- Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor M. Scott
Absent:	Councillor S. Hollingsworth, Councillor L. Dufour, Councillor C. Gardi
Officials:	T. Vair, K. Fields, B. Lamming, M. Zuppa, S. Facey, D. Perri
Others:	L. Girardi

#### 1. Closed Motion

Moved By Councillor M. Scott Seconded By Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item concerning the negotiations regarding an event and a continuation of one item from September 9, 2024.

(Municipal Act section 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.)

Carried

Mayor

City Clerk



The Corporation of the City of Sault Ste. Marie

#### COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, Chief Administrative Officer
DEPARTMENT:	Chief Administrative Officer
RE:	Corporate Strategic Plan Feedback

#### Purpose

The purpose of this report is to provide Council with the input received and to seek approval for the 2024-2027 Corporate Strategic Plan.

#### Background

The Corporate Strategic Plan is a key document that will guide City Council and staff in making operational and capital decisions. It covers the remainder of the current Council's term and the first year of the next term.

The development of this Plan began in the fall of 2023 and included a workshopstyle Special Council meeting on November 15, 2023. With feedback from Council and staff, a draft Corporate Strategic Plan was presented at the July 15, 2024 Council meeting.

Significant updates were made in the first draft, including the addition of a land acknowledgment, revised Vision and Mission statements, a narrative describing the desired community perception, refreshed Corporate Values, and updates to the four Focus Areas: Community Development, Quality of Life, Infrastructure and Service Delivery. High-level goals were also introduced within each Focus Area to guide future actions.

#### Analysis

Between July 15 and September 10, input was collected from staff, community stakeholders, and residents to help finalize the Corporate Strategic Plan for 2024-2027 (Attachment A – Corporate Strategic Plan 2024-2027).

A total of 144 comments were gathered from staff (Attachment B Staff Input), and 70 comments were gathered from community members (Attachment C Community Input). A recurring theme across both groups was the concern for community safety, particularly regarding mental health and addiction.

While addressing mental health and addiction falls mainly under provincial jurisdiction, the City remains committed to fostering a safe and healthy community.

Corporate Strategic Plan Feedback October 1, 2024 Page 2.

This aligns with Focus Area 1: Community Development, particularly under the well-being pillar. In addition, the City will continue working collaboratively with local organizations, and advocate at the provincial level through initiatives like the Homelessness Addiction Recovery Treatment (HART) Hubs.

Environmental sustainability also emerged as a key theme. Environmental considerations have been woven throughout various pillars of the Plan, with initiatives to promote sustainable transportation, upgrade infrastructure for energy efficiency and climate resilience, and enhance air and water quality and biodiversity. The Environment pillar under Focus Area 3: Infrastructure is a cornerstone of these efforts, reaffirming the City's commitment to sustainability as a core service.

It's important to recognize that the Corporate Strategic Plan serves as a broad framework guiding the Long-Term Financial Plan and staff priorities. Several key documents informed its development and will continue to guide staff's actions, including the FutureSSM Community Development Strategy, Official Plan, Housing Action Plan, Parks and Recreation Master Plan, Asset Management Plan, Community Greenhouse Gas Reduction Plan, Community Culture Plan, Tourism Strategy, and Economic Development Strategy.

Additional feedback highlighted the importance of accessibility, particularly in meeting accessible communication standards. Staff are working to meet these requirements, to ensure usability through adaptive technology and compliance with global accessibility standards, including tagging and alternative text descriptions. This will be done pending the Plan's final approval.

The Plan will also feature an ongoing monitoring and reporting program to track progress, assess outcomes, and identify any necessary adjustments. A detailed operational action plan outlining specific goals will be presented to Council at a future meeting.

#### **Financial Implications**

The development of the 2024-2027 Plan is being completed in-house with nominal costs being incurred.

#### Strategic Plan / Policy Impact / Climate Impact

The development of a new Corporate Strategic Plan will guide City Council and staff in operational and capital decisions and serve as a guide to community stakeholders concerning the City's strategic focus areas.

#### Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated October 1, 2024 concerning the Corporate Strategic Plan Feedback be received and that Council approve the Plan.

Corporate Strategic Plan Feedback October 1, 2024 Page 3.

Respectfully submitted,

Tom Vair Chief Administrative Officer 705.759.5347 <u>cao.vair@cityssm.on.ca</u>

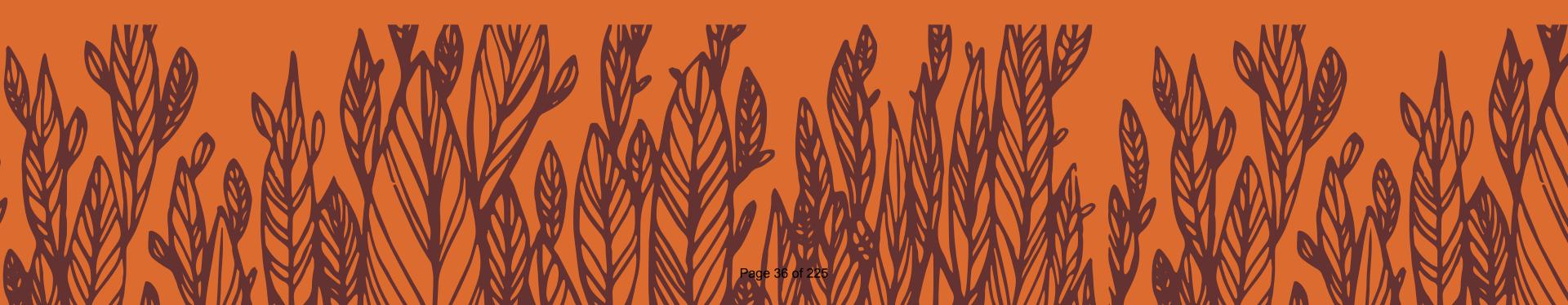
# CORPORATE STRATEGIC PLAN

# 2024-2027





## We 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, and the Historic Sault Ste. Marie Metis Council.





Mayor Matthew Shoemaker

# Message from the Mayor

City Council and the City of Sault Ste. Marie are committed advocates for positive change, and the Corporate Strategic Plan outlines a structure for effective governance that will position us to address the immediate needs of residents while laying the groundwork for long-lasting prosperity. The City has a key role to play in developing a thriving and inclusive place to live, and we will continue to use every tool at our disposal to build the community I know we can become. We are making progress – Sault Ste. Marie's population has reached a level we haven't seen since the 90s driven by growth we haven't experienced since the 70s. This plan reflects our aspirations to build on recent success, address challenges and unlock our community's full potential.

# Message from the CAO

I am pleased to present the Corporate Strategic Plan for the City of Sault Ste. Marie. This plan guides decision-making, resource allocation, and operational priorities, to drive our community forward. Our vision is clear: to be a safe, inclusive, and thriving community where everyone belongs. The plan focuses on:

**Community Development**. Support economic diversification, foster a healthy and safe community, support fair access for all, and strengthen relationships with First Nations and Métis communities.

**Quality of Life**. Support our ongoing development as a welcoming community with a vibrant downtown, strong arts and culture, and four-season recreational opportunities.

**Infrastructure**. Invest in modern, sustainable infrastructure to support our growth.

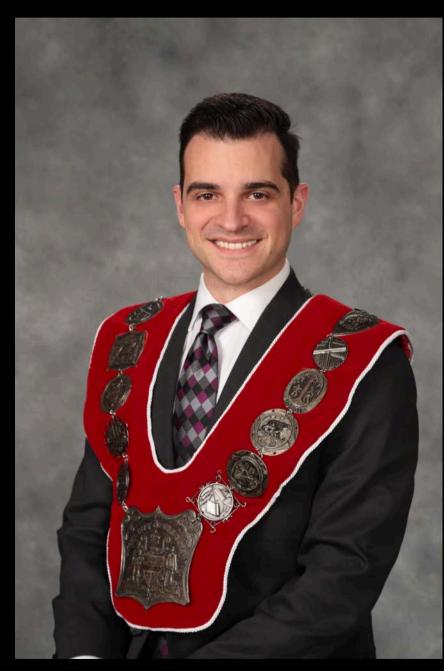
Service Delivery. Streamline processes, leverage technology, enhance customer service, and collaborate with community partners.

The success of this plan relies on the collective effort and commitment of the entire community. I invite you to share your ideas and be part of the exciting future we are building together. Thank you for making Sault Ste. Marie an exceptional place to live, work, and play.



Tom Vair, Chief Administrative Officer

# City of Sault Ste. Marie Council



Matthew Shoemaker Mayor



Sandra Hollingsworth Ward 1



Angela Caputo Ward 3



Corey Gardi Ward 5



Sonny Spina Ward 1



Ron Zagordo Ward 3



Matthew Scott Ward 5



Luke Dufour Ward 2



Lisa Vezeau-Allen Ward 2



Marchy Bruni Ward 4



Stephan Kinach Ward 4



Our Corporate Strategic Plan outlines the organization's direction and goals through 2027 and the strategies and actions that will guide the direction and allocation of resources for years to come.



Focus Area 1:

# **Community Development**

Economic Development • Well-being Social Equity • Truth and Reconciliation

Focus Area 3:

# Infrastructure

Current Assets • Future Assets Environment

# Focus Area 2:

# **Quality of Life**

Work. Life. Balance. • Welcoming Vibrant Downtown • Arts and Culture

Focus Area 4:

# **Service Delivery**

Customer Service • Develop Employees Eliminate Barriers • Community Partnerships



# Vision

Sault Ste. Marie is a thriving, safe, and inclusive community where you belong.



To provide municipal services that support development, enhance quality of life, and promote cultural vitality.

# Our Narrative

We want people to say the following things about Sault Ste. Marie:

- I receive exceptional service from the City of Sault Ste. Marie
- I trust that my local government has my best interest in mind
- My voice is heard
- I am proud to work for the City of Sault Ste. Marie
- I feel safe living here
- Sault Ste. Marie has everything a community can offer and is like nowhere else
- It's easy to do business in Sault Ste. Marie

We will know that our community is thriving when people make these statements.



## **Service Driven**

We will provide high quality and responsive service

## Employee-Centred

We commit to providing a dynamic work experience where staff feel valued and appreciated

## Responsible Growth

We will grow responsibly to ensure a healthy, sustainable, and prosperous community for future generations

# Diversity and Inclusion

We are committed to inclusion, diversity, equity and access, including the pursuit of collaborative relationships

## Integrity

We will be accountable, transparent, and fiscally responsible to meet the needs of our community

# Focus Area 1: Connaunt seve coment

# **Economic Activity**

# Support the growth of a diversified economy.

# **High Level Goals:**

- Develop shovel-ready projects to access available funding
- Attract new business and ensure sufficient supply of industrial land
- Support entrepreneurs
- Increase tourism visitor spending and occupancy rates

# Well-being

**Take a collaborative** approach towards a healthy and safe community.

- Advocate for addiction and mental health services
- Advocate for improved healthcare facilities and personnel
- Foster collaboration and coordination of health and social services
- Invest in allied healthcare recruitment and innovative labour force solutions

# **Social Equity**

**Support equitable** access and opportunities for everyone.

- Implement housing action plan to deliver affordable housing
- Support the full participation of user groups of all abilities
- Support programs that foster a safe, welcoming and inclusive community

# **Truth and Reconciliation**

**Establish respectful and** meaningful relationships with First Nations and Métis communities.

- Implement Municipal Calls to Action from Truth and **Reconciliation Commission**
- Expand cultural competency training throughout the Corporation
- Take a proactive approach to 'reconcili-action'

# **Focus Area 2:**

# Work. Life. Balance.

Maintain an affordable community with exceptional four-season recreational opportunities.

## **High Level Goals:**

- Promote Sault Ste. Marie as a municipality of choice
- Exceed Provincial housing targets annually
- Encourage and support sustainable transportation options
- Invest in recreational infrastructure



# Welcoming

Instill a strong sense of community that embraces and celebrates diversity and culture.

- Attract newcomers
- Promote multi-cultural events
- Establish diverse, equitable, inclusive and accessible community spaces

# **Vibrant Downtown**

Create a hub of activity and excitement through shops, events, promotion and amenities.

- Increase participation and grow the number of events in the <u>Downtown year over year</u>
- Increase assessment value and growth rate in the Downtown
- Continue to develop world-class waterfront destinations

# Quality of Life

pation and grow vents in the over year ment value and e Downtown elop world-class nations

## **Arts and Culture**

Support and grow the creative economy and celebrate arts and culture.

- Celebrate diversity in public art
- Promote and conserve heritage assets
- Enhance funding support for cultural initiatives

# Focus Area 3: Infraços

# **Current Assets**

Monitor, maintain, and redevelop existing infrastructure.

### **High Level Goals:**

- Maintain a robust asset management plan
- Transit fleet age in line with Provincial average
- Leverage funding opportunities
- Improvements to transportation network
- Accessible and barrier-free
- Upgrade assets for energy efficiency and climate resilience

# **Future Assets**

Strategically build and acquire infrastructure to support a growing community.

- Invest in maintaining an attractive and vibrant downtown core with a world-class waterfront
- Expand active transportation network
- Ensure community parks, green spaces, and recreation infrastructure needs are met

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# Environment

# Be a leader in environmental sustainability and climate action.

- Net zero emissions by 2050
- Enhance and protect our public green spaces
- Seek opportunities to implement sustainable solutions
- Implement practices and technologies to improve air/water quality and enhance biodiversity

Focus Area 4:



**Customer Service Provide accessible** communications, timely resolution of concerns, and fair treatment for all. **High Level Goals:** 

- Standardize customer service practices and policies
- Regularly collect and review customer feedback for continuous improvement
- Develop new methods of collecting and analyzing customer feedback

## **Develop Employees**

**Create a supportive** workplace that invests in employees.

- Explore technology that supports innovation and efficiency
- Maximize investment in training
- Implement strategies to attract and retain talent
- Advance diversity, equity, and inclusion in the workplace
- Foster civic pride and team building

# **Eliminate Barriers Identify obstacles that** hinder growth and development, and streamline processes.

- Implement and enhance online
- Review processes, policies, and
- Reduce red tape and accelerate timelines for responses and approvals
- Remove physical and digital

tools for applications and permits procedures to identify efficiencies

barriers to enhance accessibility

# Community **Partnerships Build collaborative** relationships to enhance service delivery options.

- Facilitate collaboration with neighbouring communities and community groups to achieve shared goals
- Liaise with community groups to improve communications
- Foster strategic partnerships with post-secondary education institutions for labour force and economic development

# Where you belong.

saultstemarie.ca



#### Corporate Strategic Plan - Staff Input

#### Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
227	27	0	144

#### Sault Ste. Marie is a thriving, safe and inclusive community where you belong.

What do you think of the Vision Statement?

#### 2 out of 3.

It is not a safe community - like many others because of the social economic conditions that plague society. Keep trying to get other levels of government to cooperate together to make all communities safe again.

one month ago

Thriving - yes, it fits.

Safe - feels 'safe' to say safe. It's a bit boring, plus some people don't feel safe.

inclusive - appeals to immigrants and minorities, thats ok.

We're missing our strengths though - outdoor adventure, close proximity to everything, lower commute times, more space. So i'd find a work for reflect those things.

one month ago

#### excellent

one month ago

I personally don't feel safe in our community. I feel like I need to be hyper-aware of my surroundings whenever I go out alone, and I often won't go certain places without my husband. I didn't feel this way 5 years ago.

one month ago

We may want the city to be safe but it's not. Why not focus on things that we do have going for us instead of pretend vision. The city has potential, a downtown that is historic but not safe. I don't feel safe in my own home or at work anymore. People can terrorize and have no consequences, be allowed to be publicly intoxicated on drugs. Because the Sault is small you cannot escape the drug addicts everywhere. have The city does have beautiful outdoor active venues in all 4 seasons. (skating, hiking, walking, biking, flower exhibits, food market, Bellevue Park, Hub trail, Point De Chene public beaches, waterfront Rec Centre etc)

one month ago

I think it masks the issues of it really not feeling "safe" in a lot of areas. I think there needs to be some "plan" to make it a safe community for all to enjoy.

one month ago

The residents of the Sault do not feel safe in their community. Seniors, young families and women do not want to walk downtown at any time of the day anymore because it's not safe by any means. Needles, drug paraphernalia and garbage are on the streets, bus stops, on busses and in our parks.

2 months ago

sustainability and economic innovation come to mind. Adding one of these qualifiers could countered the stigma surrounding Northern Ontario and dwindling population, resources and amenities. It also speaks to the FutureSSM goal of advancing our population to 100,000

2 months ago

I am not sure safe should be included as with all that goes on in the downtown and surrounding areas, people do not feel safe.

2 months ago

sustainability and

economic innovation come to mind. I think the stigma surrounding Northern Ontario and dwindling population, resources and amenities could be countered with adding one of these qualifiers. It also speaks to the FutureSSM goal of advancing our population to 100,000.

2 months ago

A hopeful statement for the future--not really the case today.

2 months ago

I don't believe that the majority of people currently feel safe here. Saying it and not providing any goals to achieve it (even below) seems more like a wish list and not an actual strategy.

2 months ago

This is excellent vision to have though a little generic.

2 months ago

What's with the inclusive stuff? Why not just say it's a community where you belong.

2 months ago

I don't think we need to include the word safe as it implies other places are unsafe. Contrary to what social media tells us, we are all pretty safe as Canadians.

This one is okay. Can we go back to the slogan "Naturally Gifted"?

2 months ago

#### Good.

2 months ago

### To provide municipal services that support development, enhance quality of life and promote cultural vitality.

#### What do you think of this *Mission Statement*?

Sounds good. one month ago	
Good. one month ago	
excellent one month ago	
Good. one month ago	

Engage with the residents and ask them what services they find the most supportive.

2 months ago

Many residence believe that 'the city/mayor' will do what they want to do regardless of input. I think an edit could be: "To provide transparent municipal services that support development, enhance quality of life and promote cultural vitality."

2 months ago

Many residence believe that 'the city/mayor' will do what they want to do regardless of input. I think an edit could be: "To provide transparent municipal services that support development, enhance quality of life and promote cultural vitality."

2 months ago

Assume "vitality" includes diversity?

2 months ago

#### Development of what?

2 months ago

Sounds great. Let's do it! Balls in your court, Corporation of the City of SSM.

The city's job is to provide cost effective core services to the public. Not enhance the quality of life or promote cultural vitality.

2 months ago

We do very little to enhance quality of life due to budget constraints imposed on us by council. It sounds good but isn't factual.

2 months ago

Hope this means more funding for libraries, art gallery, and museums.

2 months ago

Good.

2 months ago

#### We want people to say the following things about Sault Ste. Marie: - I receive exceptional service from the City of Sault Ste. Marie - I trust that my local government has my best interest in mind - My voice is heard - I am proud to work for the City of Sault Ste. Marie - I feel safe living here - Sault Ste. Marie has everything a community can offer and is like nowhere else - It's easy to do business in Sault Ste. Marie

What do you think of Our Narrative?

Most of it sounds good.

Unfortunately, it is not a safe community to live in.

Reword that statement to "I believe that this community is striving to make it a safe place to live"

one month ago

Sure.

one month ago

#### excellent

one month ago

Aspirational, I would like that too, but again we are a small community . Why do you want to be 'a community like nowhere else' something we are not. Sault Michigan downtown is 100 times better than ours. Putting the homeless shelter, drug consumption sites is not the answer. You don't see alcoholic consumption sites , so you can get publicly drunk and then walk around the community, harassing people trying to enjoy their day. Drugs are killing people's bodies and minds. The Sault is not better than other communities, but we do have outdoor spaces that are exceptional and a climate that is better to live in than in southern Ontario. Keep it real.

one month ago

I do believe in this narrative for the most part. I do feel safe living here. However, as of late, I have been notified of homeless encampments too close to home that are not being investigated or moved by the city and that does worry me.

one month ago

People of this community do not feel that their voice is being heard, especially with some of the projects that have happened in the last few years. A great majority of citizens were against the downtown plaza and council went ahead and approved it anyways. It went way over budget as well.

People would be proud to work for the city if they were valued more by being able to be trained and promoted within city hall instead of hiring outside. Comparable wages with other cities around us would encourage staff to stay instead of leaving for better wages, especially with the price of services and products going up. Resident safety is a big issue that needs to be addressed. Theft is at an all time high. Residents see criminals robbing merchant even with security and are enraged that nothing is being done to rectify this increasing problem. More youth and family activities need to be the highlight of bringing not only residents but visitors as well. People drive to Southern Ontario or in to the states because of events that we don't have or are even comparable to. Example, water parks - indoor or outdoor, outdoor concerts that attract great entertainment, shopping - most families drive to other cities to shop because we don't have the variety of merchants that they have. Maybe a suggestion box for staff to input ideas on making city hall a better environment to work in and be a proud employee.

2 months ago

Great new addition. Very impactful.

2 months ago

I think this is exactly why I live in Sault Ste. Marie, as well as why I work for the municipality

2 months ago

I think this is exactly why I live in Sault Ste. Marie, as well as why I work for the municipality.

2 months ago

A hopeful and good narrative--something to strive towards.

2 months ago

#### Agreed!

It sounds nice. Action on the Corporations behalf to create these sentiments is certainly due. I can assure most constituents do not feel safe.

I'm less proud to work here than i thought, as i feel overworked and under compensated.

2 months ago

Yes I agree.

2 months ago

I felt safe living everywhere I've lived in Canada. I don't think that's a selling point.

2 months ago

Sault Ste. Marie has everything a community can offer and is like nowhere else,

This is misleading, the better statement would be that We are currently working together to be the community that can offer everything you need.

2 months ago

Isn't more important that "It's profitable to do business in Sault Ste. Marie"? Businesses are in it for the profit, not the ease of it.

2 months ago

I'm confused. Are these things staff is supposed to say? The community? The target speaker seems unclear.

2 months ago

#### Values include Customer Service Driven, Employee Centred, Responsible Growth, Diversity and Inclusion and Integrity.

What do you think of these Values?

Well said one month ago great. one month ago excellent one month ago The Corporation is not a dynamic work experience. Wages have fallen behind. Rules are no longer followed.

#### agree!

one month ago

Great customer service is given when you have valued employees that are encouraged to upgrade their skillswhen possible.

Better support from human resources department with job postings, training courses to improve skills, encouraging promotions within instead of hiring outside especially when someone is covering duties for a position that is vacant. Support of managers to promote staff training to improve skills.

Create a work experience to education equivalent policy for staff that enables them to be promoted within. Other cities in Ontario have them.

2 months ago

Meets every responsible bucket. Happy with it. It's a nitpick but I think the verbiage 'service excellent' as opposed to customer service driven makes me feel more like a knowledge expert/professional as opposed to a store clerk, making me feel more elevated, acknowledged and respected.

2 months ago

Meets every responsible bucket. Happy with it. It's a nitpick but I think the verbiage 'service excellent' as opposed to customer service driven makes me feel more like a knowledge expert/professional as opposed to a store clerk, making me feel more elevated, acknowledged and respected as a staff person.

2 months ago

Don't really feel valued & appreciated.

2 months ago

I think these values are fair, but again, no description of how we plan to achieve this. For example, if we plan to be committed to inclusion and diversity, what is our gameplan to achieve this in our community by 2027?

2 months ago

these are all just nice words until the City begins to take action to make this a reality.

2 months ago

i pride myself on exceptional service. I feel like the corporation imposes far too many barriers to efficiently work. I feel i don't have adequate staffing to provide the level of service we should be providing. Equipment is old and problematic.

We are required to be continuously upgrading our education, and with the intensities of the work i feel grossly under compensated. My job has been under evaluation for 3+ years with no word of increase. My wage is also far below the provincial average. To the tune of 30k annually. As an experienced and productive team member, i am constantly looking to increase my earnings by pursuing any outside opportunities. We need to preserve skilled and competent staff members, not push them out the door to the private sector due to our corporations negligence.

2 months ago

Seriously? Diversity and inclusion are not a public service. Quite wasting time and money on things that are not in the city's service mandate. The rest is ok.

2 months ago

n/a

Inter-department communication needs to improve greatly. I have emails, phone calls and texts go unreturned when reaching out on behalf of a customer with an issue. It's actually shocking how poor the communication is between departments.

2 months ago

Yes, these are good.

2 months ago

# Focus Area 1: Community Development - Economic Activity - Well-being - Social Equity - Truth and Reconciliation

What do you think of *Focus Area 1: Community Development*?

# Good. one month ago Great. one month ago excellent one month ago

Economic activity

one month ago

Well being should a priority. Once you have a safe, happy community you can get better engagement from the residents of this community to be involved economic activity.

Better education for social equity and truth and reconciliation are needed. Too many people don't understand other cultures and are resilient to growth and change.

2 months ago

I'm wondering what consideration was taken in regard to the shifting population of SSM. I understand and agree with the pillar of truth and reconciliation but what about the individuals coming from different geographical regions for employment via large employers such as Tenaris.

2 months ago

I'm wondering what consideration was taken in regard to the shifting population of SSM. I understand and agree with the pillar of truth and reconciliation but what about the individuals coming from different geographical regions for employment via large employers such as Tenaris.

Healthy and safe within Well Being could be challenging and I don't think the public will buy into it while we still have a drug and homeless situation in the city.

2 months ago

More work needed for those living with addictions & poverty--what do they have to look forward to in community development?

2 months ago

How will we support entrepreneurs? Through what programs? How can we measure this for success in 2027?

2 months ago

I'd like to see more goals on how the City plans to achieve a safer community as there were none mentioned above in that section.

2 months ago

a great direction. Let's make these statements a reality.

2 months ago

Under social equity, I would like to see a goal added to support local organizations that offer accessible and equitable services to the community (i.e. Early ON hubs, public libraries, YMCA, career centres, etc.)

2 months ago

Maybe expand "support entrepreneurs" to "support entrepreneurs and local businesses." I feel that is more inclusive, capturing those who will be doing business in Sault Ste. Marie and those who may be based in Sault Ste. Marie but offering products and services outside the community.

2 months ago

I only agree with Economic activity. The rest is pandering and wasting time and money.

2 months ago

Under "well-being" it describes working towards a healthy and safe community. But the goals are more specific to health and not safety. What are our goals to ensure a safer community?

2 months ago

Each issue usually comes from a root, band-aid solutions look great on billboards, and that's fine, but when you have children, you are hoping they can benefit from the beauty of the city and want to live here long term.

Mental Health has a root cause, what are the innovative ideas that can be implemented, and could house visits/ weekly calls aid in the flare-up of reoccurring episodes from someone going through depression?

For housing what are the options? Giving someone social housing is great, are there follow-up checkups, 3 months, 6 months 12 months, many newcomers come from a community-driven environment so they may be willing to roll up their sleeves to volunteer which could be a phone call or a visit, and drop off of a cooked meal.

#### What are we doing for "regular" people?

2 months ago

#### Yes, these are good.

2 months ago

#### Focus Area 2: Quality of Life - Work. Life. Balance - Welcoming - Vibrant Downtown - Arts and Culture

#### What are your thoughts on Focus Area 2: Quality of Life?

#### Excellent

one month ago

For me it's about the ability to spend quality time with the family thanks to lower commute and close proximity to things we like to do. Not sure that is reflected entirely here.

one month ago

#### excellent

one month ago

#### agree

one month ago

Affordability is something that a lot of families are struggling with in this city.

Policing needs to have more support by all levels of government. They have no power to change the negative things going on in our city. This in turns affects a lot of negative situations going on.....catch and release let's criminals do what they want and creates a snowball affect to other social/economic problems.

2 months ago

#### No comment - satisfactory

2 months ago

#### No comment - satisfactory

2 months ago

This is an area I believe the city does well in. There are many things going on for people to take part in, especially in the summer. While a large population of residents go to the cottage there is still lots going on for those who stay put.

Where does quality of life include less fortunate people? It would appear that "quality" applies primarily to those individuals who are healthy and have stable income.

2 months ago

"Attract newcomers" is very general - what are our goals to achieve this?

2 months ago

again, we put much effort into making nice slides with great words. If we could turn from the marketing focus to first take care of our under-supported employees we could make things happen.

2 months ago

What about museums?

2 months ago

Add a goal to support the performing arts (music, theatre).

2 months ago

The city is not responsible for quality of life! Wasteful.

2 months ago

I think we need to really hammer the focus on our location in the middle of the great lakes.

2 months ago

Please make libraries a priority. During difficult times, public libraries are even more valuable to our citizens.

2 months ago

The area of welcoming needs to include, retention, needs to include easy accessibility to funding to host cultural events fairly, currently, the funds are going through LIP and they should also go through Arts and Culture to foster inclusivity the cultural groups are growing and their retention is high in the area of Healthcare which is needed in the community but there needs to be more support for the events they host or events they develop to be inclusive.

2 months ago

#### Focus Area 3: Infrastructure - Current Assets - Future Assets - Environment

#### What are your thoughts on Focus Area 3: Infrastructure?

#### Well said

one month ago

Sounds good on paper but we presently lack the action to back up "Future Assets"

We want a vibrant downtown core and world class waterfront but we don't show it at all with respect to presentation. The simple concept of cleanliness is the single most important trait that shows people (local and tourist) that we are welcoming and want you to spend time here.

Our downtown and waterfront is very large, and in some ways too large. It is always dirty with garbage and many of the shrubs and landscaping is overrun with weeds. Stop expanding and adding when we can't afford or want to maintain what we already have.

one month ago

#### good.

one month ago

#### excellent

one month ago

Expanded bus routes and more frequent public transit would make the city more accessible for those who can't drive. Also, we have great mountain bike trails, but a comprehensive cycling network within the city - with separated bike lanes, not just painted ones - would encourage more cycling as a means of transportation not just for sport. Both of these changes would make our community more accessible for people who can't afford a car, or don't/can't drive.

one month ago

#### agree

one month ago

I would like there to be more research done with the "net zero action plan" as electronic vehicles and public transportation are not environmentally friendly nor are they equipped for our northern ontario climate, especially winters. Look into replacements batteries and tell me how environmentally friendly it is to make one or how cost effective it is to replace. There has to be alternative options looked at.

one month ago

We do not have the infrastructure to go 100 percent electric and yet the city keeps pushing forward insisting everything must be electric. For once the horse should go before the cart.

2 months ago

No comment - satisfactory

2 months ago

#### No comment - satisfactory.

#### Seems ok.

2 months ago

finding much repetition in these statements. Agree with the sentiment that looking forward far enough is the only way to make improvements that will stick and remain benificial

2 months ago

This is good except for the environment sustainability. Again. This is not the responsibility of a municipal government.

2 months ago

n/a

2 months ago

This is good.

2 months ago

We need a bus that goes from Sault, ON to Sault, MI and back. It is vital for improving business and tourism on both sides of the border.

2 months ago

#### Focus Area 4: Service Delivery - Customer Service - Develop Employees - Eliminate Barriers - Community Partnerships

What do you think of Focus Area 4: Service Delivery?

Sounds good.

one month ago

#### good

one month ago

#### excellent

one month ago

Team building needs work. Wages have fallen behind. Wage compression is definitely a thing.

one month ago

This focus area provides a great opportunity to return to the living wage discussion! Paying a living wage helps employees become more efficient, maximizes the impact of training, improves employee retention, and often saves employers money in the long run because employees are more invested in their jobs. This would be a great strategy to help achieve some of the city's service delivery goals!

one month ago

#### agree

one month ago

The city should reach out to other cites in northern Ontario to see what ideas, projects, training, team building, barriers etc. work best and try to adapt positive feedback in to these areas to create the best municipal establishment in northern Ontario.

2 months ago

There is a contingency of staff that regularly seem overworked. I think this is based on the activation of our community volunteer base. Staff doesn't want to see programming or events not happen and then are either charged or take it upon themselves to ensure it does. I think that acknowledging limitations re: work-life balance may be valuable.

2 months ago

There is a contingency of staff that regularly seem overworked. I think this is based on the activation of our community volunteer base. Staff doesn't want to see programming or events not happen and then are either charged or take it upon themselves to assure it does. I think there is room to acknowledge limitations.

2 months ago

Employee development could improve. For those who work outside of City Hall, recognition and understanding seems lacking.

#### 2 months ago

These are excellent ideas. the city's ACTIONS don't currently reflect these desires. start with your staff to increase the quality of the customer service experience. You cannot continue to pay quality employees far under the provincial averages and expect to keep talented and efficient staff.

2 months ago

This is good.

2 months ago

n/a

Better inter-departmental communication. Impose a mandatory 48 business hour requirement to respond to emails/phone calls, etc.

2 months ago

#### Yes, this is good.

2 months ago

#### Any additional comments or feedback?

I admire the City wanting to expand our recreational opportunities to improve lifestyles, but please maintain what we have.

Also, finish some of our previous initiatives such as our Hub Trail system with proper connections and paths before we start planning and building other projects of the same nature.

For example, the Hub Trail starts literally at City Hall going east along the waterfront but does not have any designated trail going west to the Delta Hotel.

Repair, complete and maintain what we have before we move on to other things.

one month ago

this looks like a modern and feasible plan for moving forward, both in the organization and in the community.

one month ago

I love this city. I would like to be safe at work, leisure and home.

one month ago

Agree with it all, looks great.

2 months ago

The direction of the design is consistent but does not meet the AODA standards outlined in the IASR WCAG 2.0. In order to address inclusion and low barriers some simple changes to correct this.

2 months ago

The direction of the design is consistent but does not meet the AODA standards outlined in the IASR WCAG 2.0. In order to address inclusion and low barriers some simple changes to correct this.

2 months ago

Seems like a great plan. Some things stand out: focus on the downtown core; focus on beauty and provision of services; no comments on the poor, other than mention of health care services. Sincerity?

2 months ago

MORE FAMILY DOCTORS PLEASE. I HAVE NO DOCTOR HERE, NO DOCTOR FOR MY KIDS.

Similar to the last strategic plan, I find this one not very measurable. Most strategic plans I have read throughout other Ontario municipalities provide goals that can be measured. For example, instead of "attract newcomers" the goal will be "attract X number of newcomers by (date here) through (plan to achieve them inserted here). How can this plan be measured for its success in 2027 if all goals are not specific and measurable?

2 months ago

thanks.

2 months ago

The city is veering away from what it is mandated to do. It's function is to provide services to the public. The city and council are focusing on areas that are not their core function and are better provided by other levels of government and the private sector.

2 months ago

Please set public libraries as a priority.

Bringing back a bus route from Sault, ON, to Sault , MI, is important to residents from both locations.

2 months ago

Have you considered incorporating the 17 Sustainable Development Goals into the plan?

### Corporate Strategic Plan - Public Input

#### Project Engagement

VIEWS	PARTICIPANTS	RESPONSES	COMMENTS
700	62	0	68

After reading the plan, please share any comments or suggestions you have.

• Be realistic

Please do NOT get rid of St Mary's River road.

That is a part of the SOO that everyone loves. Driving 20-30 km/hr, to appreciate the view, parking in the parking lot, year round, is s soo thing.

Have city hall staff pay for parking.

OLG/Hospital staff do.

It just shows acknowledgement of the situation everyone is in..

21 hours ago

Feedback to City's Strategic Plan – Sept. 9, 2024

Under "VISION", it states that Sault Ste. Marie is a safe community.

Under "Our Narrative", you want people who live here to say, "I feel safe living here".

I don't think this is a safe community. It may have been at one time, but this is not true anymore and will not be true until concrete steps are taken to reduce or eliminate the drug problem, particularly in the downtown. As a senior, I do not feel safe walking in the downtown, near the library or the art gallery or on the Boardwalk by myself or even with other people. There have been recent stabbings on the Boardwalk an area where many Sault citizens and tourists would like to be able to walk without having to worry about their safety. I have noticed there are people in this area who look strung out on drugs, needles on the ground, and other individuals who give one an uneasy feeling.

Also under a "Quality of Life", "Vibrant Downtown" there must be a safe downtown first before huge amounts of money are dedicated to a new and expensive waterfront development.

Something must be done soon to make the downtown safe for everyone.

Area 1 Community Development

**Economic Activity** 

Support the Growth of a Diversified Economy

• Increase tourism, visitor spending and occupancy rates

One way to do this would be to provide additional support, over and above a City Council resolution, for the proposed Bear Train. Not only will this be a boost to the local economy, providing increased tourism visits and additional jobs, it will also visibly demonstrate the City's commitment to an important Indigenous project.

#### Well-being

It is not enough to "advocate for addiction and mental health services". Action must be taken to ensure citizens and visitors alike are safe. The strategy for making this a safer community must including finding adequate solutions to the serious drug addiction issues that exist in the Sault and innovative solutions developed with community organizations, the police, and health care professionals to increase and improve mental health services now, not years from now. There are other communities in Ontario which have been successful in developing innovative solutions to their drug addiction and mental health concerns. Why not learn from them?

#### Social Equity

• Implement housing action plan to deliver affordable and increased accessible housing There are currently not enough accessible housing units here and with the aging population, if there are not plans to add more accessible housing, it will be too late. It takes time for the planning process and for these units to be built. People will move to other communities which have more affordable accessible housing.

#### Truth and Reconciliation

Establish Meaningful and Respectful Relationships with First Nations and Metis Communities One way to achieve this would be to develop a closer relationship with Missanabie Cree First Nation and fully support the Bear Train project. Trains on the ACR line brought residential school students to the Sault. It would demonstrate reconciliation to be more fully involved in this project.

#### 3. Infrastructure

**Current Assets** 

Transportation

It is encouraging that the City is purchasing electric buses. However, there was no mention of a new or renovated bus terminal – where do things stand with those plans?

• Accessible and barrier-free

Access to parabuses is not currently barrier-free Page 67 of 225 permit people with disabilities other than https://www.publicinput.ca/Reporting/ReportPreview/23

#### Sault Ste. Marie, Ontario - Report Creation

mobility or visual disabilities to use this service. This service should be available to people with other disabilities such as those who are Deaf or hard of hearing, or who have intellectual disabilities.

There are scheduling issues around the two-weeks notice, currently there is curb to curb (not door to door) service. Some municipalities offer door to door service, as it is safer for the person with a disability to reach their

destination, particularly when the door to may be a long way off.

The on-demand service is risky for people with disabilities and is a safety issue.

4. Service Delivery

#### **Customer Service**

• Provide accessible communications, timely resolution of concerns and fair treatment for all

o Regularly collect and review customer feedback for continuous improvement

o Develop new methods of collecting and analyzing customer feedback

Communication in general needs to improve, as well as to become more accessible.

It is often difficult to find information on the City's website. It does not help citizens when they find out about things accidentally or after surveys, events, etc. have happened.

I would respectfully suggest that you look closely at the Integrated Accessibility Standards Regulation – Information and Communications Standards – allowing for various ways of informing the public and particularly those with disabilities. Many seniors and people with disabilities do not own expensive computers, tablets or smart phones and so do not even visit the City's website.

There are also very specific requirements for all organizations affected under the Integrated Accessibility Standards Regulation – Customer Service Standards - to have a thorough feedback process, including recording customer feedback, assessing barriers or concerns and following up with the customer so that they know their concerns have been dealt with in a satisfactory manner. This requirement has been in place since 2016.

#### Eliminate barriers

Identify obstacles that hinder growth and development, and streamline processes.

One of the primary purposes of the AODA and the Integrated Accessibility Standards is to prevent barriers. I would suggest that the City pay close attention to the recommendations of the Accessibility Advisory Committee and the City's Accessibility Coordinator and implement these whenever possible. It is also critical that the City develop more effective methods of requesting the reporting of barriers, holding public events to encourage feedback and complying with the legislation in ways that will benefit all citizens of Sault Ste. Marie.

• Remove physical and digital barriers to enhance accessibility – What exactly does this mean and how will this be achieved? There are many different definitions of "accessibility".

One of the biggest barriers for people with disabilities is the City's website. Information should be designed to be easy for someone using a screen reader to access. Not all material on the City's website is accessible.

#### yesterday

The declaration of IPV of an epidemic requires action; we as a community cannot ignore what has happened and continues to happen. Our community must commit to moving the Renfrew recommendations forward starting with adding IPV and Sexual Violence to the CSWBP. How can this be overlooked?

2 days ago

No mention of facing the opiod crisis head on? No mention of facing Intimate Partner Violence head on? You will accomplish nothing until something is done to mitigate the real issues ...

With the increase in Intimate partner violence within our community and in particular with the recent murders resulting in Intimate partner violence I would think that the City plan would highlight the importance and need to focus on IPV in the strategic plan. As the Executive Director of the Children's Aid Society of Algoma IPV is one of the top three reasons families become involved with child welfare and are often having to leave their homes for their protection. The other top reasons for service include mental health and substance use mainly opioid use and addiction. Tracy Willoughby Executive Director, Children's Aid Society of Algoma

2 days ago

I am disappointed to see that Intimate Partner Violence (IPV) is not addressed in this strategic plan. We are a community that has come face to face with IPV this past year through the murders that took place in our city. This has left a large population feeling unsafe on may levels in this community, yet it is not acknowledged in the strategic plan. I also do not see anything about updating our Community Safety and Well-being Plan. I realize this is not a popular topic but a necessary one that impacts the Sault Ste. Marie and Algoma District . Executive Directors of Women In Crisis (Algoma) Inc. Kelly O'Donnell & Norma Elliott

2 days ago

Integrity will be a hard one. stop making decisions not wanted by citizens = this city pretty much has lost all integrity and frankly should have a vote on every decision made by the citizens since city council is both wasting tax payers money and frankly not practicing smart practices building things that cost taxpayers hundreds of thousands to maintain yearly.

#### 4 days ago

I am concerned about prioritizing projects/initiatives based upon available funding from senior levels of government. I would like to see projects/initiatives being brought forward because they deliver benefit/value to the city. I think this could be addressed in the strategic plan by adding a sixth value, Collaboration. This value would capture partnerships, financial and otherwise, without negatively impacting the ability of departments to bring forward and gain traction with items where financial partnerships aren't available but are important to the citizens of Sault Ste. Marie. There would be impacts on some other 'High Levels Goals' in terms of wording however I think this impact would be positive as these are currently written as action items rather than goals; could result in rephrasing as a goal rather than an action.

'World class waterfront', while important appears to be overrepresented in the plan and as a Sault Ste. Marie citizen I am concerned with the level of investment that this could result in when our core infrastructure needs investment. This could result in an investment imbalance.

I would like to see an increased focus in Focus Area 3: Infrastructure, Current Assets on maintenance. Based upon my observations of municipal assets throughout the City I think there is a significant opportunity to improve upon how we maintain assets to reduce the need/frequency of asset redevelopment and replacement.

#### Service Delivery

Strategic partnership with heritage and culture agencies – museum, library, Bushplane, Ermatinger-Clergue, Parks Canada, Art Gallery, DTA, Canal District.

"Implement strategies to attract and retain talent" – It is my impression and experience, and certainly one I have heard confirmed by many, that city hall management pool is an "old boy's network" and riddled with nepotism. Hire more women and try to reverse that impression. Recognize talent and hard work you already have and promote.

"Strategic partnerships with post-secondary education institutions" – this is needed not just for economic development, and not just in post secondary institutions. You have expertise available on city boards and committees, in the DTA, in health care and other sectors. What can you be doing to improve and foster collaboration?

4 days ago

#### Infrastructure

"Establish community spaces" – you already have community spaces/hubs. Invest in upgrades to facilities you already have. Partner with agencies that already have community spaces with expert staff providing services and programs. These are not your competitors; they are your partners.

Current assets – "Maintain a robust asset management plan"

How well is this funded? How many projects are on the back burner because there is not enough money in reserve? Is there a long-term plan to invest in aging buildings? Is the city taking care of buildings they own? Downtown library is 66 years old.

"Leverage funding opportunities" – Here again is another opportunity to work with a group of individuals and agencies to share expertise and research on funding opportunities. Build on the Algoma Community Foundation , and work together rather than compete for funds. Find partners for joint projects. Share a license to the Grant Connect Imagine Canada database. Teach interested people how to apply for grants. As a pilot project hire someone on a contract for a year to get results.

Downtown plaza was a serious drain on money that could have been spent elsewhere to more effort – warming stations, community resource centres, things that impact activities of daily living. The Bondar Pavilion is already in place, why did we need a second plaza?

How much is the city spending for 24 hours security of this plaza – extend the same security funding to the library where people (staff and users) are at risk. City Hall is locked down, but community hubs are open and barrier free.

#### Quality of Life

"Maximize external media opportunities" – What does this mean? Marketing? No point encouraging tourists to come here if they are encountering street people downtown constantly and having their bikes and possessions stolen from hotel and train station parking lots.

"Increase assessment value and growth rate in the Downtown" - what does this mean – increased housing? Fewer vacant stores? Are you working with the DTA? I would imagine if you formed a committee (strategic alliance) the topic could be researched, and solutions could be found.

Arts and Culture – the public art lacks a theme. I really like the murals in Mose Jaw that are all heritage. (https://moosejaw.ca/murals/). Could we have an indigenous block or section?

The funding for cultural initiatives has increased which is a good thing. You need to be careful about the criteria and the decision-making process – no more decisions made behind closed doors.

4 days ago

#### **Community Development**

"Advocate for addiction and mental health services" "Advocate for improved health care facilities and personnel"

It is not enough to just advocate. We need to take action. Find partners and funding and deliver solutions. Partner with Nordik to research solutions. The local hospital, health unit and other workers in the health care sector have the expertise to become your partners. Why does the hospital not offer a safe injection site or the health unit? Why are the police in a silo and not visibly helping?

What could the city be doing to work with agencies to expand on the success of the community resource centre at the old Sacred Heart? What is the next goal? What other vacant buildings (schools?) could be repurposed for a women's shelter, warming centre, food distribution service and so on. Is anyone engaging with local churches, volunteer agencies, health care workers and police services to maximize the number of different ways solutions could be found?

4 days ago

"I feel safe" – not true

This is a crisis and overshadows every other aspect of the city – none of the rest of your plan is sustainable if this is not recognized and addressed.

Values – missing the value of caring community

I think it is pretty good - I like the areas on the environment and Truth and Reconciliation.

Under Service Delivery - Customer Service, there should be consideration of a centralized customer service model at the city through one phone number (could be 311) and website to submit service requests and get information. Something like ServiceSSM or MySoo. Many municipalities are moving to this centralized customer service model to streamline services for both residents and staff.

I think a section is missing on Good Governance that could include initiatives such as improved delegation of authority to staff, streamlined organizational structure, greater public participation, and administrative monetary penalty system for by-law infractions

4 days ago

This a "pie in the sky" motherhood document which could be witten by any community.

4 days ago

Please prioritize the continued development of mountain bike trails and road bike infrastructure (bike lanes) as part of the recreation and transportation plan

4 days ago

I haven't been able to diwnload the plan. Can I go to City Hall and read a printed copy. Judith Falkins, judyfalkjns2000@yahoo.ca

5 days ago

Your "Vision" component is something that I truly hope is carried out. It reads "Sault Ste Marie is a thriving, safe, and inclusive community where you belong". I can unfortunately say that this is currently not the case. Inclusion is a major area that this city needs to be aware of. My son is physically disabled and I struggle every time I bring him out around the city to feel like we belong...like he belongs...like he is welcome here. From the lack of accessibility and equipment at Bellevue Park that would allow him to participate in the same fun that every other child gets to partake in to the non-existent accessible/adult change tables that should be at minimum, strategically placed around town. My son deserves more dignity than being changed on the floor of a public restroom or out in an open grass area. So yes, we desperately need to work on the inclusive part of our vision because it would be nice to feel like we belong.

5 days ago

Nice plan but the taxes are too high in this city already. So were are you going to get the money to make the city look good? More than anything the lack of medical services are a big problem. The large amount of drug related crime will still cause a poor view of this city. The down town can be beautified but drug use and related crimes will negate this effort.

Downtown downtown downtown . We can't control the crime that's happening daily in the "downtown" stores are locked. Walking down queen is not safe alone. Can't easily access a store in need of safety because they are locked down. Look after much needed " affordable non profit homes " , clean up the derelict bldgs that are shuttered and been broken into multiple times. This is a "must" prior to any money spent on downtown. Heck it's not even safe to be on the boardwalk anymore. I used to walk it daily from the library out to the locks and whitefish island. I stopped going almost 4 years ago as it's not safe. The boardwalk used to be full of people walking. , now it's home to the unfortunate and very few walking anymore. All that needs to be fixed before any money in "downtown ". I feel sorry for the seniors in the old Windsor park, can't even go outside, same as the rest of the senior bldgs on the waterfront. They all used to sit by the now extinct fountain , not anymore. Quality of life has been destroyed by the unfortunate few. I am a 4th gen Saultite, this is not the city I grew up in. Put more money into police downtown that are actually "visible" to the public for safety reasons. How have the unfortunate destroyed any good we had in our downtown ? Because they were let to do it. Shameful that we've made history on opioid deaths in Ontario....why has that happened ? More policing. I'm embarrassed to say I live here anymore. Clean up the crime and everything else will fall into place , then , and only then can you progress with downtown

5 days ago

I do not feel safe living in this community.

What is affordable housing? None to be had in S.S.M.

People are so sick of hearing of 'vibrant downtown core' and tax dollars being spent on ridiculous things. You are not listening to your constituents. If and when we get the mental health and drug addictions problems under control throughout the Soo, but especially downtown, possibly people will want to go downtown. As far as green initiatives- we can't find blue boxes anywhere throughout the city. It is an embarrassment.

Bus stops with no shelters.

I do not understand City Council's thinking and priorities.

5 days ago

Net zero emissions by 2050? Not realistic but looks good on paper.

5 days ago

I have grown up in Sault Ste. Marie and I can't believe how much this city has gone down hill ! Great "plan" if this city was up to par but we are not ! We need to work on getting the streets cleaned up , more police to keep the citizens and there hard earned homes and valuables save, we need to not worry about making our downtown look great to attract people to visit because once they do they will never be back because of how unsafe it is downtown ! Is that the kind of impression you want people from all over to leave with ? We need to clean up the dirty part of this city before we can make it beautiful again .. sure we can spend tax payers money on this and that but your not making any tax payers happy if they can not go, use or enjoy this city and what it has to offer. There is much more pressing issues to deal with than worrying about new infrastructure or fixing up the old. I think it's time council sits down and has to deal with the "dirty work" and not worry about who it's going to offend to make to citizens happy in this city !

9/11/24, 9:42 AM

In Focus Area #2 under Arts and Culture, you say nothing about investing in infrastructure to support arts and culture. The City spends inordinately on sports and recreatiopn infrastructure (hockey rinks, ball fields, soccer fields, foot ball fields, tracks and bike tracks) but peanuts on arts and culture infrastructure. We need equity in infrastructure spending to supports arts and culture and we have a long way to go to get it.

In Focus Area #3 once again you mention parks and recreation infrastructure and ignore arts and culture infrastructure. Studies show that arts and culture related tourism ge3nerate 3 X the spending and job creation compared to sports and recreation related tourism. Arts and culture and all creative arts appeals heavily to young people which could go a long way to attracting and retaining younger people in this rapidly aging city.

The city needs a dedicated arts and culture manager instead of the current vastly overloaded cultural manager position which also has responsibility for sports and recreation.

5 days ago

It seems everything is an afterthought once construction has already begun.

5 days ago

You want growth for our city. But current road work is turning 4 lane streets in 2 lane. How's this going to help commuting in the future if the city does see a population boom? Not much commen sense o

5 days ago

Looks like a good start - hopefully there is a plan for measurement of implementation. Also, is there a plan for ongoing public input? i.e., public input on budgeting - example, implement trash/recycle pickup every second week during months of Nov through March.

5 days ago

Thank you for the opportunity to provide feedback. While I understand and support the need for strategy, the majority of the elements of this plan may be found in similar strategic plans in communities across the country. People in our community have been--for years--asking for better leadership to address the ravages of the mental health and addictions crisis, a lack of affordable housing, obvious increases in property and violent crime and local infrastructure. Many have also been asking our local government to stop investing so significantly in our downtown, unless/until citizens feel safe in the area. While I realize that some of these items require the participation of senior levels of government, our municipal leaders should be spearheading local plans, rallying people to and groups to be effective advocates and relentlessly pursuing the changes that are required to move our community forward. We need a new social plan, based on data; a new official plan (to finally replace the plan that was crafted in the 1990's); and a purposeful move away from the echo chamber at City Hall, towards the "kitchen tables" of our community.

Regarding "Focus Area 3, Infrastructure, Expand Active Infrastructure Network" I could not find any details of what "Expand Active Infrastructure Network" might entail. As a cyclist one item that appears to be clearly lacking in Sault Ste Marie is a reasonably safe connection between our municipal street system and Hwy 17B, for cyclists. Hwy 17B was recently resurfaced with wide paved shoulders, and is followed by the Waterfront Trail which extends from the Quebec-Ontario boundary to Gros Cap in Prince Township. At one time there were Waterfront Trail signs showing a connection between the extension of River Road beyond Fournier Road and the Trunk Road near the junction with the new Four lane Hwy 17. That route needs to be resurrected together with something along the south side of the Trunk Road extending from the vicinity of North Shore Wheel Manufacturing and Soo Overhead Doors to the snowplow turnaround on Hwy 17B east of Hwy 17. It is worth noting that in September 2018 Sault Ste Marie was right on the route for Jenny Graham of Inverness, Scotland, who now holds the record for the fastest female to cycle around the planet unsupported.

#### 5 days ago

If you so wish to create an inviting and vibrant downtown the first think you need to do it get rid of all the social aid Centers, such as methadone welfare and Salvation Army. Those services should be moved to less desirable areas in town.

Clean up the crime, this city is so liberal when it comes to dealing with repeat offenders it's almost impossible to go a day without seeing someone post about being broken into and robbed on social media site for the city. A good step forward would be having the city vote out the liberal seat holders and replacing them harder conservatives like Cameron Ross.

I could go on but I feel I might start to offend to woke minded liberal that run this city. Raising pride flags and painting side walks lol. Be CANADA proud!!! We should have Canadian flag flying all around this city not pandering to the liberal agenda.

Your truly, a small business owner in down town, supporting local businesses, who is tired of getting rock thrown in my windows.

### Mike. S

The city should be ashamed of itself for putting forth this document as a corporate strategic plan for the years 2024-2027. How much money did the city waste hiring a PR firm to craft this document. This plan is just generalized platitudes with no specifics. The community of Sault Ste Marie faces real issues and this document as a draft for the city going forward does nothing to address those issues.

For example, on the page marked 1, message from the mayor, "City Council and the City of Sault Ste. Marie are committed advocates for positive change", What changes are going to be made? Do these changes need to be made? What is the cost of implementing these changes?

On the page marked 1, Message from the CAO: "This plan guides decision-making, resource allocation, and operational priorities..." There is no mention of specific infrastructure projects planned or fiscal/budget issues that council will have to address going forward in this document.

Continuing on the page marked 1, message from the CAO: "Our vision is clear: to be a safe, inclusive and thriving community..." It is difficult to feel safe in Sault Ste. Marie with the homelessness, open drug use, and rampant crime on our streets. It is hard to feel included when the complaints of citizens when addressing the aforementioned issues is ignored by our elected mayor and councilors. It is hard to believe that Sault Ste. Marie is a thriving community when our university-educated children are forced to leave to look for employment in other communities.

As mentioned above, the focus areas (Community Development, Quality of Life, Infrastructure, Service Development) and the subheading under each area just present generalities that every community in this country would include in a corporate strategic plan. If council was serious in bringing a strategic plan to the citizens of this city, specifics should have been included.

It is difficult to take this document seriously when a message from the CAO is included but his name isn't.

#### 5 days ago

Speaking honestly, I'm not confident that the current council can lead our city to prosperity. Current major issues that are crippling our community continue to be either overlooked or inadequately addressed. This council has been and continues to spend as if the city is operating in a surplus (the downtown plaza, for example. Why not incentivize local investors/developers to handle this? Mr. Porco and his mill district developments?). Time to put aside idealistic expectations for the near future in service of the long term vision and direction of the city. Time to adopt a more conservative, and fiscally responsible attitude to adequately address the issues currently plaguing the community (homelessness, addictions, violence, housing availability, healthcare), so that we can afford to be more progressive in the future. Thank you.

5 days ago

The draft is vague, lacks action oriented goals.

This was drafted by a 2024 stereotypical archetype liberal we hit almost all keywords. Empty promises, no real accountability and a lack of respect towards the tax payers supporting palatable change. This city needs real reform including the bloated municipal government should be cut to 1/4 of what it is. Cut the government down and bring back investment by offering incentives to companies and businesses.

5 days ago

Don't try to attract newcomers unless you fix the current infrastructure - roads, housing, doctor access, etc. We don't need a bigger population, we need better service to the current residents.

After reviewing the strategic plan, I can understand the idea of growing the downtown. Something to look at, is removing the at risk population/resources from the downtown core if you want to make it a family friendly area. If we can't attain more funding for mental health/addictions for our city, the only way to make downtown a viable place to bring your family is to move that demographics resources to a different area of town.

Secondly, if we're making this a destination to enjoy the outdoors, our community assets should be able to meet the emergency needs of that activity. Hiawatha is thriving and wants to get a foothold for outdoor leisure, but we don't have the proper means to access injured patients in these areas properly.

Our world class waterfront is a great avenue to explore as a city, and should be capitalized on, but until we get the proper infrastructure to support growth on the water, I think it should be far down the list. Madison Wisconsin has a fantastic waterfront area called The Union. To strive towards that, could be fantastic for our city. Again, be mindful of utilizing existing assets to improve safety along the waterway locally.

5 days ago

The narrative is very good I think safety needs to in the plan if you want people to be able to say they feel safe. Goals should be tweaked to reflect this otherwise how are you going to make that happen and we certainly need to do something . I recently walked whitefish island a place where i always felt safe and loved to go and I will not be going again anytime soon. Until something is done to make citizens feel safe .

5 days ago

I fear the 20 goals are big and too many in number. While they clearly articulate what is hoped to be accomplished, there are not actionable steps or metrics to identify how each will be achieved, measured and monitored. Will there be an accompanying operational or action plan to delineate each of the goals?

5 days ago

I have a big issue with "Infrastructure". Spending millions of tax payers dollars on the downtown waterfront area isn't necessary.

What about improving infrastructure on Second Line.... population has increased in the west end by the airport. I drive to and from work from the airport everyday. Second Line needs to be updated from Goulais Ave to Airport Road. Need either 4 lane or passing lanes, we are coming across school buses doing 60 in an 80 km zone, coming across backhoes, trucks pulling trailers loaded with hay, garbage and recycling trucks with no way to get around them. I've seen people going into oncoming traffic to go around someone who was making a right hand turn. Please, please look at this before you spend all that money on the "downtown" core just to make the vendors happy.... we pay our taxes the same that they do.

Also, turning right from Second Line to Goulais Ave- after work, traffic is lined up all the way past Cooper Street how they are putting up with this and not complaining about it is beyond me. Or are people complaining and your ears are just not listening.

This is a fantastic corporate strategic plan, perhaps the best I've seen yet. One area worth consideration would be to acknowledge the municipality's role in democratic engagement as both an enabler (from the perspective of the machinery of elections) and a facilitator (from the perspective of acting as a convener between political, social, economic and community actors in decision-making) not just through council meetings (although those are important to highlight) but also through community dialogue. The institutions of democracy are increasingly under threat, and including and reinforcing these institutions would be a strategic priority for all. Great work and thanks for the opportunity to provide input.

5 days ago

Overall in each area it is a good plan. I believe in the housing initiatives and contracts being handed out that they must honour the completion date and if they go over it the City should fine them X number of dollars per day. That will ensure housing targets are met on time. Building permits need to be completed on time. Fines need to be handed if not.

Empty buildings bought and sit in disrepair - I know you have been charging the owners BUT how much have you actually collected? This area needs to be looked at and something needs to be done "yesterday".

I also believe that each City worker needs to be accountable to the actual time they are working their job. It doesn't take 5 white hats to complete a sidewalk. City workers driving around in city trucks staring right at jobs that need to be dealt with after snowplows/graders have wrecked taxpayers' lawns going up over curbs instead of around them leaving piles of grass turned over. Instead City workers drive by - you can't tell me they can't SEE what needs to be corrected. That's a total waste of our tax dollars.

Attracting folks here from different parts of Ontario - what ads are being placed on TV, social media, etc to welcome them to our beautiful city?

We have a grandson living with us to attend Sault College and the one thing he keeps complaining about over and over is the horrible smell from the Steel plant! He says they should be fined every day for putting that stench out and people having to breathe that in. He says if it was put to Algoma Steel to shut down production and get that arc furnace in - therefore losing out on millions of dollars in profits every day they'd get that arc furnace in a-sap! Instead the government and the City is giving them 3 years to pull it together and the people keep breathing in toxic smells. Pretty sad that one can't open their windows to have "nice clean fresh air" into your homes depending on the wind direction. That's coming from a young man in his mid-20's moving from an area that is on Georgian Bay with clean fresh air 365 days of the year.

Thank you for taking the time to read these comments. You have a HUGE task to pull off everything you've put on paper in a timely fashion. Good luck!

#### 5 days ago

We need to make our downtown a safe place for people and families to enjoy their time, not worry about the goose poop. It is also an absolute failure on the city's part for the lack of concert events in this city. It seems gfl gardens has all but stopped trying to get anyone worth buying a ticket for. We have a state of the art facility that holds 5k and can host great concerts but the city's current way of going about getting artists will not work in this new day and age. People of this city should not have to go to a highschool to see a good concert (white pines), the machine shop is an amazing venue and thank God for them cause they are the only ones bringing acts in. As much as I appreciate their hard work the city should be embarassed of the concerts happening there while our state of the art facility we used tax payer money for sits idle because our politics won't get with the times.

These are goals, not a plan. What is the strategy to achieve each of these points and how will it be measured?

5 days ago

Nothing strategic in a 3 year plan, 2024 almost over. Needs to be looking 10 years out.

5 days ago

This is a really nice collection of vague nice to feel statements that does not connect to many behaviours seen in this city nor the realities of this city. It also says nothing of the how. It wants a citizen to say 'I feel safe' but no one who is anywhere near the downtown can feel safe, an altercation is potentially just around the corner every day. So if this is the best you can do, you really are admitting that you have no real plan for significant positive change and incrementalism rules your day to day attitudes. Good luck with that. This city needs way more than that, because it is far behind many other urban centres.

5 days ago

Please stop wasting money on things like downtown plaza when our streets are full of potholes, druggies, homelessness and empty stores. Our malls are dying and businesses are struggling. A large population of this city is in poverty and social services and supports are critically lacking. Invest in the people who are ALREADY HERE. Find ways to attract HEALTHCARE WORKERS and doctors. STOP allowing people from other cities to buy up our properties just to let them go derelict and be slumlords.

5 days ago

Emphasis must be placed on policing/community safety and well-being.

5 days ago

The idea of a vibrant downtown core is an outdated concept, neighborhoods that flourish tend to grow organically. In order for our downtown area to reflourish more people need to be living and working down there.

5 days ago

I read through the plan and there are many good points, the item I feel that is missing is economic development for industry. AlgomaSteel is downsizing again, when the blast furnace and coke ovens shutdown there will be many jobs lost. They are already shutting down the 166 line and there is talk of shutting down the cold mill. Tenaris is mainly hiring immigrants, not locals and has had wild ups and downs over the past 20 years. So I think there should be a specific point to increasing the amount of industrial activity. We are an industrial city and we should embrace it. Please add something about adding additional industries/manufacturing/mining. More value added steel for example.

5 days ago

Years ago I recall a consultant indicating that SSM is a "paved" city. Most noticeable on Great Northern Road and Truck Road. I am currently visiting the city of Guelph who has incorporated a One Canopy Strategy where they have goals toward adding trees and plantings around the city. It makes sense not only in the beautification of the city but in terms of assisting in climate change, heat and drainage. Would you consider adding this into the plan to strive for an increase in trees within the community especially along main arteries?

In regards to vibrancy downtown... please help solve the root issues. We need more social services and supports to help people with addiction and homelessness. In regards to houses... I would like to see more houses build for families. I see a lot of conjoined houses and apartments being built, but so many people my age (25-35) are looking for houses and cannot find any.

5 days ago

Our number one priority should be to address rampant drug use and criminal activity in the city. This city is far from safe and become so bad that people/families are afraid to visit many areas of the city. The homeless issue and food banks need to be the next priority. Third priority is to revamp our parks and facilities to better reflect the needs of today's youth. We need to keep our young people occupied in good ways to prevent them from becoming a hinderance on our city. Time to abandon the downtown revitalization. Too much time and effort is being direct there to make a nice space for our drug users and criminals. Invest in our youth! Deal with the real issues not planning for this dream of a future while our city is crumbling.

5 days ago

I would like to see what the metrics are in each of these areas to measure how you are succeeding in achieving these aspirations. What would be considered the 80/20 priorities? While these may be valid aspirations many have clearly not been achievable to date.

Our city is not vibrant and safe which means it is not a welcoming environment. Economic growth is and has been stagnant. It's a tall order to turn this sinking ship around.

We need to focus on the absolute key priorities and once we have cleaned up the major issues we can start working towards other projects and priorities.

5 days ago

Making the city feel safer should be goal #1 as I think of things that I would not even think twice about doing in my youth (ie; walking down certain streets late at night) and I wouldn't dream about doing those same things now.

Also many of our roads need great repair, and then some roads they have repaired, why they were repaired the way they were makes zero sense (my thoughts go to the repair of MacDonald Ave last year); where they dug up manholes, then redid them, then paved around them, then undid that paving, then paved the whole area

5 days ago

Again, our city's plans don't specifically include 2SLGBTQIA+ inclusion when it speaks to safety or wellness. The 2SLGBTQIA+ community here are too often attacked for the city to not be considering specific plans to insure our safety, inclusion and well-being.

6 days ago

Something must be done about the vagrant problem downtown, drug addicts walking around with shopping carts full of goods. I won't go to Queen St where the city is getting activities available because of this obvious problem. I was recently in Sault Michigan and did not see this happening there.

6 days ago

There is a lot of emphasis on diversity, equity, and inclusion but it cannot be at the exclusion of the best person for the job. The environmental targets for zero emissions are too ambitious for 2050.

Library service is needed in the west and east of the city.

19 days ago

Literacy, libraries, and library services are essential to a vibrant, well-rounded community. It is not an afterthought but a key community component that values and supports all its citizens!

19 days ago

Whether it's within the infrastructure theme, and the environment subsection, or elsewhere, I recommend the plan include provisions for more climate-related emergencies. The threat of wildfires in the Sault may not be viewed as perilous as that of flooding here, but in light of Tourism Sault Ste Marie's investments in mountain bike trails in the Hiawatha Highlands area, plans are needed to prevent the large volume of dead forest from fueling potential fires.

one month ago

So what is going to happen for help with all of us that are struggling to make ends meet? Why is it always an extreme oppression against us that are in dire need of help stuck on a fixed income that has not increased at all. we seen and feel as becoming more of a burden and an easy target to ignore, too old, too sick and to poor to fight for our rights. Yes there is a population growth in our city, many from war torn parts of the world have replaced the masses that left. now we are in an uncapped crappy reno evict style poverty , why is assisted death our only way out of this hellish scenario'?

one month ago

First read looks great! Looking forward to further community engagement sessions. Thank you!

one month ago

This is NOT A Strategic plan, its garbage basically a coloring book? there is nothing of value in this document....

one month ago

Narrative? The narrative is your general "Moral of the Story" history. Shifting narratives is better understood through actual historical movements rather than visions. We became known for hockey after Wayne Gretzky went on to a great career: and space exploration after Roberta Bondar left our city to explore the outer world. It shifts based on memorable , notable and historical moments , birthplaces and hometowns, tragedies and miracles throughout history.

Our narrative is that we are a community that has been home to our first peoples and settlers who fought to keep tis land safe and free. We sit on the Great Lakes, with unprecedented access to each of the freshest bodies of water in the world. making it the first and one of the oldest cities along the upper peninsula, because of our ports. We are known for sitting on a spot on the map that is easily able to locate and when described to out of towners , our unique approach to food has a lasting effect on locals and tourists and our steel labels can be found on integral pieces of infrastructure that can be found all around the globe.

Your goals/vision are what you hope for or what you work towards as a City, They are far more altruistic than your narrative.

Stop making internal, boys club promises to candidates who haven't brought new ideas in years. we seem to lack the buying power to get out of town candidates, or local turnover? It shows a demonstrated lack of positive integrity from internal city staff. Therefore, it may be difficult to find staff who wouldn't feel bullied into supporting whatever staff decides. History of failure that makes the public trust admin less, is a very big problem. The fact that new blood can't survive astounds me. Yet, the post-secondary institutions haven't taken responsibility for needing to legislate their enrolments for breaching human rights issues. It is not the private foundations who get profit from privatized healthcare to take over the rights to change all non profits. Watson will hand SAH hospital over to Extendicare as did the Davey Home. Now, they have the YMCA. At least one organization is going to get rich from our failures. one month ago

The Environment should not be under infrastructure. There should be a 5th Focus area on sustainability, with the three pillars as defined:

Environmental sustainability: managing resources and reducing pollution.

Social sustainability: focusing on equity, justice, and community well-being.

Economic sustainability: balancing profit with environmental and social considerations.

one month ago

What strikes me about the plan is that its focused on putting the foundational elements in place to attract business which is great. What seems to be missing is an active approach to pursuing new businesses that creat employment opportunities. This is particularly important as Algoma moves forward with their plans and as we continue to attract new immigrants to our community.

2 months ago

looks great

2 months ago

From:	
To:	Tessa Vecchio; Rachel Tyczinski
Subject:	SSM Draft Corporate Strategic Plan
Date:	Monday, September 16, 2024 9:42:15 PM

This email originated outside of the Corporation of the City of Sault Ste. Marie. Do not open attachments or click links unless you verify the sender and know the content is safe.

Hi Tessa,

As we discussed via email, please find enclosed my comments regarding the Draft Corporate Strategic Plan.

I am encouraged by the Plan's vision, mission, values and to see the four key priorities, associated high level goals and focus areas.

Generally speaking, my experience has been that corporate and/or community strategic plans are most successful and have the greatest public benefit when:

- The plan includes well-defined and measurable outcomes and objectives;
- There is an identifiable commitment of municipal resources associated with the strategic plan's implementation, desired outcomes and results;
- A monitoring and results reporting program is part of the strategic plan that measures and assesses progress, outcomes, identifies any changes to the plan and impediments to progress;
- Regular strategic progress reports (e.g. annual "report cards") that compare desired outcomes and results with actual outcomes and results ;

With these in place there is an established level of transparency and accountability. Both the plan and the Municipality's commitment to it are substantially enhanced.

As part of the strategic planning or the public consultation process will any of the items noted be part of the final plan prior to Council approval? If so, will the public have the opportunity to see them included in plan prior to it being finalized.

Many thanks for providing the opportunity to comment. I hope it's constructive.

From:	
То:	Tessa Vecchio
Subject:	Re: Draft Corporate Strategic Plan - Public feedback
Date:	Tuesday, September 17, 2024 4:03:03 PM

This email originated outside of the Corporation of the City of Sault Ste. Marie. Do not open attachments or click links unless you verify the sender and know the content is safe.

Comments – Draft Corporate Strategic Plan

# 1. page 5

suggest 'that support development' is unnecessary; 'development' is a complex term that means many different things to many different people and offers nothing tangible or specific. It's a wiggle word.

# 2. page 5

'quality of life' is good as it reflects what people view a municipality does and is clearly different although not mutually exclusive of standard of living.

# 3. page 6

You could integrate several points here: I feel safe, seen and heard.

# 4. page 7 – customer service driven

Services driven - get rid of 'customer'. customer service suggests consumers and suggests the city is a business. Neither are accurate. Services can apply to a city and serving citizens. I would be offended to be called a customer by my city.

Same comment in text below.

customer is also exclusive - are children, for instance, the city's customers?

5. page 7 - 'We commit to...'

see comment below (point 8) under social equity

6. Page 7: 'responsible growth'

As a value, growth can be both parasitic and pathalogical.

Very unsure what 'responsible growth' means. Growth of what, for whom? Who gains and who loses? Where is the growth? How is growth defined? What is the community benefit or objective of growth?

Growth of GHG emissions? Poverty? Traffic collisions? Speeding? Substance abuse? Mental illnesses? Crime? Pollution? Inequality/inequities? Urban sprawl? Housing and food insecurity? Population growth?

"Responsible growth" is too vague a term even at this high level.

Also suggest 'prosperous' be replaced with 'healthy'. 'Prosperous' tends to reflect financial, monetary, profit and economic goals, whereas 'healthy' tends to reflect goals that benefit people and communities.

Strongly encourage change "We will grow responsibly to ensure a sustainable and prosperous community for future generations" to "We will reduce our ecological footprint to within our planetary fair share to ensure a sustainable, healthy and equitable community for future generations".

# 7. page 8

Understood these are not in order of priority, but suggest the order of all these be reversed left-to-right: TRC, equity, well-being, economic.

Suggest "growth of a diversified economy" be revised to remove the term 'growth'. Try: "support a diversified economy".

That said, we strongly align with the goals of this focus area.

Also, the bullet points are a mix of specific actions ("Implement Municipal Calls to Action from the Truth and Reconciliation Commission" and "Develop shovel-ready projects to access available funding") and vague aspirations ("commit to support the full participation of user groups of all abilities" and "Advocate for addiction and mental health services"). Suggest a closer look align bullet points.

# 8. page 8

'fair' and 'equity' are different concepts. Suspect you intend 'equitable access...'?

'Social equity' implies the supporting structural changes (a role for government through policy/infrastructure changes). 'Social equity' would be equivalent to liberation in this discussion: <u>https://www.socialventurepartners.org/wp-</u> <u>content/uploads/2018/01/Problem-with-Equity-vs-Equality-Graphic.pdf</u>

9. page 8 – 'advocate for addiction and mental health services'

while important and urgent, why not a bullet point about how the city will take actions to prevent mental illnesses? i.e. upstream versus downstream actions?

10. page 8 – 'commit to support the full participation...'

why only commit to support (under social equity, page 8) where above the city commits to provide? Suggest 'will guarantee', 'will ensure', or simply 'will support' with specific target.

-----Original Message-----From: Sent: Thursday, September 5, 2024 1:52 PM To: Rachel Tyczinski <r.tyczinski@cityssm.on.ca> Subject: Public feedback - Corporate Strategic Plan

This email originated outside of the Corporation of the City of Sault Ste. Marie. Do not open attachments or click links unless you verify the sender and know the content is safe.

Good afternoon Rachel, I hope this finds you well. I would like to provide a small bit of feedback on the draft strategic plan.

I believe that an important piece of the evolving landscape for municipalities is the need to consider climate adaptation. There are some excellent resources out there for municipalities to help evaluate the emerging risks associated with climate driven severe weather events, warming temperatures, etc.

I believe it is critical for municipalities to consider these issues in our city planning to protect residents from fire, flood, transportation disruptions, problems with food and water safety and health concerns that are highly likely to occur amid a rapidly changing climate. A little bit of forethought, preparation and creativity now could mean tremendous cost savings and protection for our residents and businesses going forward.

I did not see any specific mention of this consideration in the plan but I think it is warranted.

If you wish to discuss further, please feel free to contact me via email or by phone



The Corporation of the City of Sault Ste. Marie

# COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development &
	Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	NOHFC YMCA Contribution Agreement – Boiler
	Replacement

# Purpose

The purpose of this report is to seek Council approval to enter into a contribution agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) and the Young Men's Christian Association, of Sault Ste. Marie (YMCA).

# Background

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

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

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

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

At the July 15, 2024, Council meeting, the following resolutions were passed:

Resolved that By-law 2024-116 being a by-law to authorize the execution of the Agreement between the City and Young Men's Christian Association of Sault Ste. Marie for the Memorandum of Understanding for the building at 235 McNabb Street in Sault Ste. Marie, Ontario be passed in open Council this 15th day of July, 2024.

NOHFC YMCA Contribution Agreement – Boiler Replacement October 1, 2024 Page 2.

> Resolved that By-Law 2024-113 being a by-law to authorize the execution of the Grant Agreement between the City and Young Men's Christian Association of Sault Ste. Marie for the Community Development Fund Grant for the building at 235 McNabb Street, Sault Ste. Marie, Ontario be passed in open Council this 15th day of July, 2024.

# Analysis

The YMCA was successful in its application to the Community Enhancement Program stream of the NOHFC to support costs related to the replacement of the boiler system. The estimated cost is \$479,087, with the NOHFC contributing 49.5% of total eligible costs. The project funding is broken down in the following chart:

Funding Source	Total Funding
NOHFC	\$237,148
Recipient	\$241,939
TOTAL	\$479,087
NOHFC Share	49.5%

As the recipient, the YMCA will pay for all eligible project costs up front. The City will reimburse the YMCA through the grant agreement approved by Council on July 15, 2024. The grant agreement allocates up to \$505,000 towards eligible costs related to the boiler replacement project.

It should be noted that this contribution agreement is regarding the replacement of the boiler system only. The YMCA has submitted a second funding application to the NOHFC regarding the fire and building capital improvements. Staff will provide an update to Council regarding the outcome of that application and next steps regarding those capital improvements when appropriate.

# Financial Implications

The NOHFC's contribution lessens the investment from the City. The City's contribution to the boiler replacement was approved by Council at the July 15, 2024 meeting. The source of funds is the 2023 surplus within the contingency reserve, which was approved by Council on May 13, 2024.

## Strategic Plan / Policy Impact / Climate Impact

This item is contemplated in the Community Development and Partnerships component of the Strategic Plan.

## Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 1, 2024 concerning the Northern Ontario Heritage Fund Corporation YMCA Contribution Agreement be received. NOHFC YMCA Contribution Agreement – Boiler Replacement October 1, 2024 Page 3.

The relevant By-law 2024-139 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA Deputy CAO Community Development & Enterprise Services 705-759-5314 <u>b.lamming@cityssm.on.ca</u>



The Corporation of the City of Sault Ste. Marie

# COUNCIL REPORT

October 1, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	HART Hub Funding Application

# Purpose

The purpose of this report is to seek Council support for a funding application to the Province of Ontario to establish a Homelessness and Addiction Recovery Treatment (HART) Hub in the community.

## Background

On August 20<sup>th</sup>, 2024, the Province of Ontario announced a new funding program to establish HART Hubs across the Province. The province is investing \$378 million in 19 new Homelessness and Addiction Recovery Treatment (HART) Hubs. Ten new hubs will be established while nine former safe consumption sites will transition to the HART Hub model.

A budget of \$6.3M per year per Hub will be provided to communities successful in the 'Call for Proposals' with \$1.3M earmarked specifically for supportive housing. Funding will begin in 2025-2026 through to 2027-2928 and \$1.8M to support one-time start-up and implementation costs per hub will be provided in 2024-2025. The intention is that HART Hubs will be operational by Winter 2025. Capital funds for new builds or major renovations are not eligible expenses under the program.

HART Hubs are meant to reflect regional priorities and connect people with complex needs to comprehensive treatment and preventative services that could include:

- Primary care
- Mental health services
- Addiction care and support
- Social services and employment support
- Shelter and transition beds
- Supportive housing
- Other supplies and services, including naloxone, onsite showers and food

HART Hub Funding Application October 1, 2024 Page 2.

HART Hubs will add up to 375 highly supportive housing units, in addition to addiction recovery and treatment beds across the Province.

The Province has clarified that, with a focus on treatment and recovery, HART Hubs will not offer "safer" supply, supervised drug consumption or needle exchange programs.

The creation of HART Hubs is being done in partnership with the Ministry of Health; the Ministry of Municipal Affairs and Housing; the Ministry of Children, Community and Social Services; and the Ministry of Labour, Immigration, Training and Skills Development.

The timelines are short for the application. The "Intent to Apply" was submitted September 20, 2024 and final proposals are due October 18, 2024 at 4pm.

Community stakeholders have been meeting regularly to collaborate and coordinate an application submission. Proposals require a not-for-profit Health Service Provider (HSP) lead, who will receive, be accountable for, and administer the Hub funding. To be eligible, the HSP must be a not-for-profit HSP as defined by the *Connecting Care Act, 2019* located in Ontario with an existing Multi-Sector Service Accountability Agreement through Ontario Health and providing for individuals with serious mental health and/or addictions issues.

The Canadian Mental Health Association Algoma has agreed to be the lead applicant on behalf of the community. There has been excellent collaboration in the community among stakeholders and further outreach will be taking place to obtain input from additional organizations. Initial collaborators include:

- Algoma Family Services
- Algoma Ontario Health Team
- Algoma Public Health
- Canadian Mental Health Association Algoma
- District of Sault Ste. Marie Social Services Administration Board Sault Ste. Marie
- Garden River First Nation
- Group Health Centre
- Maamwesying Ontario Health Team
- Mamaweswen North Shore Tribal Council
- Nogdawindamin
- Ontario Aboriginal Housing Services
- Ontario Disability Support Program
- Sault Area Hospital
- Sault Community Health Centre
- Willow Addiction Support Services

HART Hub Funding Application October 1, 2024 Page 3.

The components of the application include:

- Demonstration of Need
  - Existing Resources in the Community
  - Presence of Existing Hubs
- Project Objectives and Outcomes
  - Objectives and Outcomes
- Services
  - Service Delivery Model
  - Access to Culturally Safe Care
  - Staffing/Human Resources
  - MHA Supportive Housing
- Organizational Capacity
  - Hub Governance
  - Project Workplan
- Data, Budget and Long-Term Sustainability
  - Data Collection and Evaluation
  - o Budget
  - o Sustainability

An important component of the application for Sault Ste. Marie and region is working with Indigenous partners to support the development of culturally safe and relevant care pathways.

## Analysis

The 'Call for Proposals' presents an important opportunity for Sault Ste. Marie to provide critically needed services in the community and region. The application process will be highly competitive given the need across the Province and the timeline is tight to develop a comprehensive submission.

The City has been leading the coordination of the application and community stakeholders have responded with enthusiasm and a willingness to collaborate to develop the best-possible submission. The HART Hubs require an 'all hands-on-deck' approach to assist in submitting a winning proposal and stakeholders are up to the task.

Sault Ste. Marie and region can demonstrate a very clear need for a HART Hub. Based on the data and experience of front-line staff, there is no question that the funding and services for a HART Hub are acutely needed in the community. As outlined in the eligibility requirements of the funding, the HART Hubs will not offer "safer" supply, supervised drug consumption or needle exchange programs.

Staff look forward to continuing to work with community stakeholders and organizations to submitting the application on October 18<sup>th</sup>, 2024.

HART Hub Funding Application October 1, 2024 Page 4.

## **Financial Implications**

There are no financial implications with the HART Hub application. Staff resources are being utilized to assist with coordinating and developing the funding application.

## Strategic Plan / Policy Impact / Climate Impact

The HART Hub funding application aligns with the Corporate Strategic Plan to improve the Quality of Life in the community, develop partnerships with key stakeholders and advance reconciliation.

## Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated October 1, 2024 concerning the HART Hub funding opportunity be received and that Council authorize a letter of support that outlines the importance and critical need for establishing a HART Hub in Sault Ste. Marie and region.

Further, that Council endorse and support the funding application from the Canadian Mental Health Association Algoma on behalf of the community.

Respectfully submitted,

Tom Vair CAO 705.759.5347 <u>cao.vair@cityssm.on.ca</u>



The Corporation of the City of Sault Ste. Marie

# COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Shelley J Schell, CPA, CA Chief Financial
	Officer/Treasurer
DEPARTMENT:	Corporate Services
RE:	2024 City of Sault Ste Marie Credit Rating

# Purpose

The purpose of this report is to provide information on the City's credit rating published by S&P Global Ratings on September 25, 2024.

# Background

The City has engaged S&P Global Ratings to provide an annual credit rating. A credit rating is a neutral third-party assessment of the financial health of the City and reflects how well an organization is managed financially, the current state of the local economy and the local government framework. The rating score is based upon key factors such as Institutional Framework, Economy, Financial Management, Budgetary Performance, Liquidity and Debt Burden. A Rating Score Snapshot can be found in the Ratings Direct report appended to this report.

# Analysis

The City of Sault Ste Marie's credit rating has been affirmed at AA+(stable) for 2024. The City's credit rating has been at the same level for the last several years. As noted in the report, an increase to the rating could occur if the local economy expands with growth prospects notably picking up and continued commitment to developing robust financial practices and policies. On the downside, the rating could be lowered if larger than expected capital spending occurs, leading to higher after capital deficits and higher reliance on debt funding.

## **Financial Implications**

A strong credit rating will assist the City's ability to obtain long term debt at competitive rates. The Rating Outlook as "stable" means that the rating is not likely to change in the next two years

## Strategic Plan / Policy Impact / Climate Impact

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

2024 City of Sault Ste Marie Credit Rating October 1, 2024 Page 2.

# Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated October 1, 2024 concerning the 2024 City of Sault Ste Marie Credit Rating be received as information.

Respectfully submitted,

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

# **S&P Global** Ratings

# RatingsDirect®

# City of Sault Ste. Marie

#### September 25, 2024

This report does not constitute a rating action.

# **Ratings Score Snapshot**

#### Institutional framework Individual credit profile Issuer credit rating Extremely predictable and supportive Economy Financial management Budgetary performance AA+/Stable/--Liquidity Debt burden 3 4 5 2 Very volatile and underfunded Weakes Strongest

# Credit Highlights

#### Overview

Credit context and assumptions	Base-case expectations
The City of Sault Ste. Marie's economic base and sound financial management practices will support creditworthiness.	Stable property tax receipts will drive budgetary performance, allowing the city to maintain low after- capital deficits.
Prudent financial management will drive surpluses and allow the city to internally finance most of its capital plan.	Strong budgetary surpluses will minimize the city's debt burden.
We believe the city's relationship with the Province of Ontario will remain extremely predictable and supportive.	We expect the city's liquidity to remain robust.

We expect Sault Ste Marie's local economy--including manufacturing and forestry--to support ongoing growth and local revenue generation, despite socioeconomic and geographic hurdles. We expect that, to support key maintenance and growth-related projects, the city will issue some debt in the coming years while maintaining a modest debt burden. However, the city intends to fund the majority of its capital plan internally, which we expect will drive small capital deficits throughout the forecast horizon. We expect its liquidity position will remain robust and more than sufficient to cover debt service needs.

### Primary contact

#### Sabrina J Rivers

New York 1-212-438-1437 sabrina.rivers @spglobal.com

#### Secondary contact

Hector Cedano, CFA Toronto 1-416-507-2536 hector.cedano @spglobal.com

#### Research contributor

#### Ekta Bhayani

CRISIL Global Analytical Center, an S&P Global Ratings affiliate Mumbai

# Outlook

The stable outlook reflects S&P Global Ratings' expectation that, in the next two years, Sault Ste. Marie will continue recording operating surpluses and small after-capital deficits, on average. We also expect tax-supported debt will remain below 30% of operating revenues through 2026 while the city preserves a healthy liquidity position.

# Downside scenario

We could lower the rating in the next two years if larger-than-expected capital spending requirements cause budgetary results to deteriorate, leading to average after-capital deficits of more than 5% of total revenues and higher reliance on debt funding for capital, increasing the city's debt burden above 30% of operating revenues.

# Upside scenario

Although unlikely within the next two years, we could take a positive rating action if the local economy expands with growth prospects notably picking up and management demonstrates a sustained commitment to developing robust financial practices and policies.

# Rationale

# A stable economy and sound financial management practices will continue to support Sault Ste. Marie's creditworthiness.

Sault Ste. Marie is the third-largest city in Northern Ontario and its economy is traditionally resource-based, specifically in steel manufacturing and forestry. Although the economy continues to diversify into other sectors (including tourism), we believe that medium-term economic and related GDP growth will remain muted relative to that of Canada. While GDP per capita is not available at the local level, we estimate it to be somewhat below the national level of about US\$54,300 based on the city's income data. Sault Ste. Marie's challenging demographic profile limits the city's growth prospects, in our view. Per the 2021 Canadian Census, the local population fell by about 1.8%, and approximately a quarter of the local population is above the age of 65 (compared with the national level of 19%). The city is taking steps to mitigate this, participating in the Rural and Northern Immigration Pilot. This program is supporting the city's goal of attracting skilled foreign workers to meet economic and labor market needs.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, and the city prepares one-year operating and capital budgets annually, with a four-year capital forecast. Starting with the 2023 budget cycle, the city prepares separate tax-supported and rate-supported budgets, and management is looking to develop further long-term planning capabilities in the medium term. Senior staff is experienced, and we believe that debt and liquidity management is prudent.

As do other Canadian municipalities, Sault Ste. Marie benefits from an extremely predictable and supportive local and regional government framework that has demonstrated high institutional stability and evidence of systemic extraordinary support in times of financial distress. Most recently through the pandemic, senior levels of government provided operating and transit-related grants to municipalities, in addition to direct support to individuals and businesses. Although provincial governments mandate a significant proportion of municipal

#### City of Sault Ste. Marie

spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations) through reserve contributions. Municipalities have a track record of strong budget results; debt burdens, on average, are low compared with those of global peers and growth over time has been modest.

# Strong budgetary performance will continue to support the city's capital plan.

Sault Ste. Marie is embarking on a maintenance-focused capital plan, including for increased investment in its West End Treatment Plant and its Biosolids Facility. Therefore, we expect that after-capital deficits will average just below 1% over the five-year base case 2022-2026, averaging an annual capital spend of C\$63 million in the forecast years. We believe that the city has adequate room to defer capital projects as necessary. Given the city's primary revenue source, property taxes, we believe Sault Ste. Marie's revenue base will remain stable over the outlook horizon. We expect operating balances will average slightly more than 15% of operating revenues in our base-case scenario.

To support its capital plan, the city plans to issue C\$7 million in both tax- and rate-supported debt over the three forecast years 2024-2026, raising its debt burden to approximately 10% by 2026. Its debt burden also includes approximately C\$4.9 million in debt of the Public Utility Commission (PUC) of Sault Ste. Marie, which the city guarantees. The guarantee supports a loan set to amortize to maturity in 2026 and a draw on the commission's operating line. Although future capital projects could increase the city's interest burden, we expect that interest payments will remain small, below 1% of operating revenues throughout the forecast horizon. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low.

In our view, the city has a robust liquidity position and satisfactory access to external liquidity for financing needs. We estimate that its free cash will average C\$82 million in the next 12 months and cover 48x estimated debt service for the period.

Mil. C\$	2021	2022	2023	2024bc	2025bc	2026bc
Operating revenue	213	224	245	244	252	261
Operating expenditure	187	187	200	208	216	224
Operating balance	26	36	44	36	37	37
Operating balance (% of operating revenue)	12.1	16.3	18.2	14.8	14.6	14.2
Capital revenue	17	26	20	22	19	21
Capital expenditure	56	61	57	67	58	64
Balance after capital accounts	(14)	2	7	(9)	(2)	(6)
Balance after capital accounts (% of total revenue)	(6.0)	0.8	2.7	(3.4)	(0.7)	(2.1)
Debt repaid	1	0	1	1	1	1
Gross borrowings	0	0	18	0	7	0

#### City of Sault Ste. Marie Selected Indicators

#### City of Sault Ste. Marie Selected Indicators

-						
Balance after borrowings	(14)	2	24	(10)	4	(7)
Direct debt (outstanding at year-end)	3	3	17	16	23	21
Direct debt (% of operating revenue)	1.6	1.4	7.0	6.7	8.9	8.2
Tax-supported debt (outstanding at year-end)	7	6	22	21	27	26
Tax-supported debt (% of consolidated operating revenue)	3.3	2.6	9.0	8.7	10.9	10.1
Interest (% of operating revenue)	0.0	0.0	0.1	0.3	0.5	0.8
Local GDP per capita (\$)						
National GDP per capita (\$)	52,496.8	55,509.4	53,431.2	54,307.4	57,061.1	60,568.6

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case reflects S&P Global Ratings' expectations of the most likely scenario. C\$--Canadian dollar. \$--U.S. dollar.

#### **Rating Component Scores**

Key rating factors	Scores
Institutional framework	1
Economy	3
Financial management	3
Budgetary performance	2
Liquidity	1
Debt burden	1
Stand-alone credit profile	aa+
Issuer credit rating	AA+

S&P Global Ratings bases its ratings on non-U.S. local and regional governments (LRGs) on the six main rating factors in this table. In the "Methodology For Rating Local And Regional Governments Outside Of The U.S.," published on July 15, 2019, we explain the steps we follow to derive the global scale foreign currency rating on each LRG. The institutional framework is assessed on a six-point scale: 1 is the strongest and 6 the weakest score. Our assessments of economy, financial management, budgetary performance, liquidity, and debt burden are on a five-point scale, with 1 being the strongest score and 5 the weakest.

# **Key Sovereign Statistics**

Sovereign Risk Indicators, July 8, 2024. An interactive version is available at http://www.spratings.com/sri

# **Related Criteria**

• General Criteria: Environmental, Social, And Governance Principles In Credit Ratings, Oct. 10, 2021

- Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- General Criteria: Principles Of Credit Ratings, Feb. 16, 2011

# **Related Research**

- Risk Indicators For Canadian Local And Regional Governments: Strong Fiscal Management Is Key To Withstand Population Pressures, Sept. 19, 2024
- Economic Outlook Canada Q3 2024: Turning The Corner, June 24, 2024
- Canadian Municipalities Employ Flexibilities Within Fiscal Framework To Temper Cost Pressures, April 2, 2024
- Sector And Industry Variables | Criteria | Governments | Sovereigns: Sovereign Rating Methodology, March 26, 2024
- S&P Global Ratings Definitions, June 9, 2023

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see 'Related Criteria And Research'). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision.

After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts.

The committee's assessment of the key rating factors is reflected in the Ratings Score Snapshot above.

The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook. The weighting of all rating factors is described in the methodology used in this rating action (see 'Related Criteria And Research').

#### Ratings Detail (as of September 25, 2024)\*

Sault Ste. Marie (City of)		
Issuer Credit Rating	AA+/Stable/	
Issuer Credit Ratings History		
01-Jun-2022	AA+/Stable/	
- 11-Sep-2019	AA/Stable/	
	AA-/Stable/	

\*Unless otherwise noted, all ratings in this report are global scale ratings. S&P Global Ratings credit ratings on the global scale are comparable across countries. S&P Global Ratings credit ratings on a national scale are relative to obligors or obligations within that specific country. Issue and debt ratings could include debt guaranteed by another entity, and rated debt that an entity guarantees.

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The Corporation of the City of Sault Ste. Marie

# COUNCIL REPORT

October 1, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Line Painting – Traffic Division

# Purpose

The purpose of this report is to obtain Council approval to award line painting services of City streets for the 2025, 2026, and 2027 seasons, with the option to extend for up to two additional seasons by mutual agreement, as required by Public Works and Engineering Services, Traffic Division.

## Background

The tender was publicly advertised and notification provided to all firms on the bidders list. Opening of the tender took place after closing on July 25, 2024 within the e-bidding system.

## Analysis

The tenders received have been thoroughly evaluated and reviewed with the Manager of Traffic and Communications – Public Works; and the low tendered price, meeting specifications, has been identified on the attached summary.

The standard service period for the work is between June 1 and July 15 of each year, and to be scheduled accordingly with the recommended vendor who has indicated that onsite work will be completed within five days.

## **Financial Implications**

McGuinness Coatings Ltd. low tendered price meeting specifications for year one estimated at \$226,197.22 including non-rebatable HST, and with the double kilometre distance for dual line requirements applied.

Funding for the provision of this service can be accommodated from within Public Works Traffic Division's Purchased Service Account, with final cost determined by actual kilometres completed.

# 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:

Tender for Line Painting – Traffic Division October 1, 2024 Page 2.

Resolved that the report of the Manager of Purchasing dated October 1, 2024 concerning the provision of Line Painting services of City streets as required by Public Works and Engineering Services, Traffic Division be received and the services be awarded to McGuinness Coatings Ltd. for the 2025, 2026, and 2027 seasons and extension option at the tendered pricing HST extra.

Respectfully submitted,

Karen Marlow Manager of Purchasing 705.759.5298 <u>k.marlow@cityssm.on.ca</u>

#### FINANCE DEPARTMENT PURCHASING DIVISION

# Received: July 25, 2024 File: 2024PWE-PWT-30-T

#### SUMMARY OF TENDERS LINE PAINTING - TRAFFIC DIVISION

Firm

	2228977 Ontario Inc. o/a RanN Maintenance <u>Guelph, ON</u>	McGuinness Coatings Ltd <u>Port Perry, ON</u>	Midwestern Line Striping Inc <u>Clarksburg, ON</u>	North-West Lines Ltd <u>Thunder Bay, ON</u>	Upper Canada Road Services Inc. <u>Markham, ON</u>
	<u>Material</u> <u>Other</u> <u>Total Cost</u>	Material Other Total Cost	Material Other Total Cost	<u>Material</u> <u>Other</u> <u>Total Cost</u>	Material Other Total Cost
Description	<u>Costs</u> <u>Costs</u> <u>per km</u> per km per km (HST Extra)	<u>Costs</u> <u>Costs</u> <u>per km</u> per km per km (HST Extra)	<u>Costs</u> <u>Costs</u> <u>per km</u> per km per km (HST Extra)	<u>Costs</u> <u>Costs</u> <u>per km</u> per km per km (HST Extra)	<u>Costs</u> <u>Costs</u> <u>per km</u> per km per km (HST Extra)
Yellow Lines - Centre	\$ 264.0000 \$ 131.0000 \$ 395.00	\$ 237.2500 \$ 127.7500 \$ 365.00	\$ 350.0000 \$ 245.0000 \$595.00	\$ 390.8200 \$ 134.3700 \$525.19	\$ 679.0000 \$ 30.0000 \$709.00
White Lines - Lane	\$ 264.0000 \$ 131.0000 \$ \$395.00	\$ 237.2500 \$ 127.7500 \$ 365.00	\$ 350.0000 \$ 245.0000 \$595.00	\$ 123.3400 \$ 134.3700 \$257.71	\$ 679.0000 \$ 30.0000 \$709.00
Single Line Bike Lane	\$264.0000 \$131.0000 \$395.00	\$237.2500 \$127.7500 \$365.00	\$ 350.0000 \$ 245.0000 \$595.00	\$246.6900 \$134.3700 \$381.06	\$ 679.0000 \$ 105.0000 \$784.00
Double Line Bike Lane	\$ 528.0000 \$ 262.0000 \$790.00	\$237.2500 \$127.7500 \$365.00	\$ 700.0000 \$ 490.0000 \$1,190.00	\$ 493.3800 \$ 134.3700 \$627.75	\$ 1,360.0000 \$ 65.0000 \$1,425.00
White Lines - Edge	\$ 264.0000 \$ 131.0000 \$ 395.00	\$ 237.2500 \$ 127.7500 \$ 365.00	\$ 350.0000 \$ 245.0000 \$595.00	\$ 246.6900 \$ 134.3700 \$ 381.06	\$ 679.0000 \$ 65.0000 \$744.00
White Lines - Double Edge	\$ 528.0000 \$ 262.0000 \$790.00	\$237.5000 \$127.5000 \$365.00	\$ 700.0000 \$ 490.0000 \$1,190.00	\$ 493.3800 \$ 134.3700 \$627.75	\$ 1,360.0000 \$ 185.0000 \$ 1,545.00
Remarks	Onsite Work - 2 working days	Onsite Work - 5 working days	Onsite Work - 45 working days	Onsite Work - 14 working days	Onsite Work - 17 working days
		*Verified: per km rate to be applied X 2 for double line requirements			

Note: The low tendered price, meeting specifications, is boxed above.

Pricing is for year 1, 2025 season. Pricing for second and subsequent years will be adjusted in accordance with the escalation clause contained within the tender specifications, which is based on chagnes to material costs and CPI. It is my recommendation that the tendered unit price, submitted by McGuinness Coatings Ltd., be accepted.

Karen Marlow Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

# COUNCIL REPORT

October	1.	2024
OCIODEI	Ι,	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:	Bay Street Active Living Centre Floor Replacement

# Purpose

The purpose of this report is to request Council approval to access funds from the Estate of Myrtle Kell to replace the floor in the south activity room at the Bay Street Active Living Centre.

# Background

The Bay Street Active Living Centre (previously referred to as the Seniors Centre) received two donations from the Estate of Myrtle Kell. The Centre received \$61,000 in 2010 and an additional \$11,119.89 in 2012. The funds are to be used for projects taking place at 619 Bay Street.

# Analysis

The flooring in the activity rooms needs to be replaced and staff have obtained quotes for the removal and installation of new flooring. The floor in the north activity room is being replaced later this year, which is funded through the New Horizons for Seniors Grant program. Staff would like to proceed with having the floor in the south activity room completed at the same time. The Estate of Myrtle Kell has a balance of \$72,119.89, and staff are requesting \$23,500 to purchase and install new flooring.

# Financial Implications

Staff are seeking Council's approval to access \$23,500 from the Estate of Myrtle Kell, in the Parks and Recreation Reserve, which has a balance of \$72,119.89 to install new flooring in the south activity room.

# Strategic Plan / Policy Impact / Climate Impact

The report is linked to Infrastructure focus area: Maintaining existing infrastructure.

# Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning the Bay Street Active Living Centre Floor Replacement be received and that the \$23,500 from the Parks and Recreation Reserve be approved to support the project.

Bay Street Active Living Centre Floor Replacement October 1, 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

October 1, 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:	Arts and Culture Assistance Stream Program Guidelines
	Update

# Purpose

The purpose of this report is to seek Council approval for revisions to the Community Development Fund, Arts and Culture Assistance stream program guidelines.

## Background

On November 30, 2020, City Council approved the Community Development Fund (CDF) report outlined five different funding programs including the Arts and Culture Assistance stream program (ACAP).

Support for the local arts and culture sector is an investment in a community's quality of life, economic growth, diversity, and sustainability. To this end, the City of Sault Ste. Marie developed its first-ever Community Cultural Plan 2019-2024 to create a vision statement, guiding principles, goals, and recommendations to foster growth and development of the local arts and culture sector. The Sault Ste. Marie Arts and Culture Assistance stream program (ACAP) is a key tool in delivering the Community Culture Plan 2019-2024.

At the June 17, 2024, meeting of the Cultural Vitality Committee the ACAP Process Review Sub-Committee was formed. A Sub-Committee meeting was held on August 21, 2024, to discuss the ACAP Guidelines and Cultural Vitality Committee review process. At that meeting the Sub-Committee decided to recommend changing the distribution of ACAP funds, by allowing for 50% of funding be disbursed at each intake (two total).

At the September 5, 2024, meeting of the Cultural Vitality Committee the following resolution was passed:

Be it resolved that the distribution of ACAP funding should be distributed across two intakes with the funds to be divided equally between the two.

Arts and Culture Assistance Stream Program Guidelines Update October 1, 2024 Page 2.

#### Analysis

The goal of ACAP is to provide funding support, in line with priorities identified in the Community Cultural Plan 2019-2024, to foster the growth and development of the local arts and culture sector.

The Recreation and Culture Division coordinates the grant application process. The Program has two intakes each year and the applications are reviewed by the Cultural Vitality Committee who make recommendations to City Council for approval.

Currently, a total of \$104,500 is available annually and 75% of the total funds are distributed during the early intake and remaining 25% during the late intake. After a review by the ACAP Process Sub-Committee a recommendation to distribute the funds equally between each intake was approved by the Cultural Vitality Committee. The Committee felt that this would provide equitable access to the range of arts and culture organizations applying who operate on different fiscal years. To meet the growing demand a request for additional funding has been submitted as part of the 2025 budget process.

This change to the Community Development Fund, Arts and Culture Assistance stream program guidelines requires approval by City Council.

#### Financial Implications

This is an operational matter and there is no impact to the operating budget.

#### Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the Corporate Strategic Plan focus area: Quality of Life – Promote and Support Arts and Culture.

#### Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated October 1, 2024 concerning Arts and Culture Assistance Stream Program Guidelines Update be received and that the recommendation of the Cultural Vitality Committee to split the funds equally between the two intake periods be approved.

Respectfully submitted,

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



RE:

The Corporation of the City of Sault Ste. Marie

## COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City
AUTHOR:	Council Freddie Pozzebon Chief Building Official
DEPARTMENT:	Public Works and Engineering Services
	Building Division Annual Fee Report 2023

## Purpose

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the *Ontario Building Code Act for the 2023 construction year.* The report also details the total remaining reserves as of the end of December 31, 2023.

## Background

As required under section 7(4) of the *Ontario Building Code Act*, an annual fee report must be made outlining revenue, expenditures and direct or indirect costs. There must also be a report for any Reserve Fund held for the necessary expenditures. The Reserve Fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. Please see attached document. (2023 Annual Report Summary)

## Analysis

The 2023 budget estimated that the reserve fund would not be required however, an increase in construction value and construction projects from the previous year resulted in a transfer of funds into the Reserve Fund.

## **Financial Implications**

The transfer of funds (2023 - \$50, 122.73) to the Reserve Fund will further assist in reducing the financial impacts the Building Division may experience related to the additional workload required from the increase in construction activity.

## **Strategic Plan / Policy Impact**

This report is not linked to the Strategic Plan but is a requirement of the Ontario Building Code Act.

## Recommendation

It is therefore recommended that Council take the following action:

2023 Building Division Annual Fee Report October 1, 2024 Page 2.

Resolved that the report of the Chief Building Official dated October 1, 2024, regarding the Building Division Annual Fee Report 2023 be received as information.

Respectfully submitted,

Freddie Pozzebon Chief Building Official 705.541 7151 <u>f.pozzebon@cityssm.on.c</u>

<u>a</u>

# 2023 Annual Report – Building Permit Fees

Total permit fees (Revenues) collected for the period of January 1 to December 31, $_{\$}$ 2023 under Building By-Law 2008-148 of the City of Sault Ste. Marie	1,350,233.42
Cost of Delivering Services:	
Direct Costs:	
Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permits applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement	
Total Direct Costs	1,177,061.46
Indirect Costs: Indirect Costs are deemed to include the costs for support & overhead services to the Building Division of the City of Sault Ste. Marie using a ratio of 0.10453934	
Total Building Enforcement	1,177,061.46
Total Building Enforcement Costs X Indirect Cost Ratio 0.10453934	0.10453934
Total Indirect Costs	123,049.23
Total Costs:	
Total Direct Costs	1,177,061.46
Plus Indirect Costs	
	123,049.23
Grand Total of Direct and Indirect Costs	123,049.23 1,300,110.69
Grand Total of Direct and Indirect Costs Less Total Permit Fee Revenues	
	1,300,110.69
Less Total Permit Fee Revenues	1,300,110.69 1,350,233.42
Less Total Permit Fee Revenues Total Direct and Indirect Costs	1,300,110.69 1,350,233.42 1,300,110.69
Less Total Permit Fee Revenues Total Direct and Indirect Costs Differences	1,300,110.69 1,350,233.42 1,300,110.69 50,122.73



## COUNCIL REPORT

October	1,	2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Francois Couture, Manager of Building and By-Law
DEPARTMENT:	Public Works and Engineering Services
RE:	By-Law Enforcement Appointments

## Purpose

This report seeks the Council approval of the appointment and removal of by-law enforcement officers from the Schedule "A" list.

#### Background

The purpose of the appointment will be to provide the staff listed on Schedule "A" with the authority under the *Ontario Building Code Act* section 1. (1) and 15.1 to issue Order to Remedy Violations under The Corporation of the City of Sault Ste. Marie's Property Standards, Vacant Building By-Law and other various bylaws.

#### Analysis

The appointment of additional staff will provide the appropriate level of service to match the current and future increase in the enforcement of the above-mentioned by-laws of The Corporation of the City of Sault St. Marie, while the removal of the officer reflects recent staffing changes.

#### **Financial Implications**

The proposed appointments and removals will not result in any additional costs beyond the existing budget for officer salaries and associated expenses.

#### Strategic Plan / Policy Impact

Within the Corporate Strategic Plan the focus area for Service delivery these appointments continue delivery of efficient and effective service to the community, resulting in improving customer service.

#### Recommendation

It is recommended that the council Approve the following actions:

The appointment of the following officers to Schedule "A":

- Fred Casselman (By-law Enforcement Officer)
- Jack McLeod (By-law Enforcement Officer)

By-law Enforcement Officer Appointments October 1, 2024 Page 2.

The removal of the following officer from Schedule "A":

• Sai Kiran Chipalthurthi (By-law Enforcement Officer)

The relevant By-Law 2024-140 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Francois Couture Manager of Building and By-law 705.541.7335 <u>f.couture@cityssm.on.ca</u>

## SCHEDULE "A"

## A. Appointments

Francois Couture (Manager of Building & By-Law) Frank Bentrovato (Co-ordinator of Plan Examination) Tyler Bertrand (By-law Enforcement Officer) Carlee Spry (By-law Enforcement Officer) Fred Casselman (By-law Enforcement Officer) Jack McLeod (By-Law Enforcement Officer)

## B. Removal

Sai Kiran Chipalthurthi (By-law Enforcement Officer)



## COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development &
	Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Graffiti Committee

## Purpose

The purpose of this report is in response to a Council resolution to revitalize the Graffiti Committee.

#### Background

On November 18, 2013, Council passed the following resolution:

Whereas graffiti or tagging is a community wide-problem; and Whereas it will require a community-wide strategy in order to reduce or eliminate this "mischief crime"; and Whereas the presence of graffiti detracts from the attractiveness of our naturally gifted community; and Whereas there are examples of effective and creative solutions in other municipalities which engage a number of community organizations, Therefore, Be It Resolved that City Council takes the lead in establishing committee of Council made up of members of Council, appropriate City staff and representation from Police Services, the Downtown Association, the Art Gallery of Algoma and others, to review best practices in other communities; and

Further Be It Resolved that the task force reports back to City Council within six months with preliminary findings regarding a made-in-Sault Ste. Marie approach to reducing this problem activity.

As a result of this resolution, a community-minded approach was developed, and the Graffiti Committee was formed. In January 2014, the first meeting was held with representatives from City Council, City staff, Sault Ste. Marie Police Service, Downtown Association, Arts Council of Sault Ste. Marie and District, Art Gallery of Algoma, NORDIK Research Institute, PUC Services Inc., Canada Post, Algoma District School Board, and Huron Superior Catholic District School Board. On February 9, 2015, a report was brought to Council to highlight and summarize the

Graffiti Committee October 1, 2024 Page 2.

Committee's activities and successes, including: the development of an educational brochure by Police Service; nuisance graffiti removal incorporated as part of the City's 20-Minute Sault Ste. Marie Makeover event; utility box wraps with designs by local artists and those with City-branding; graffiti inventory pilot project; Graffiti Forum held in partnership with local school boards; Graffiti Reframed project through NORDIK Research Institute; and the Black Book Project responsible for one mural. The last meeting of the Graffiti Committee was held in late 2016.

On September 18, 2023, Council passed the following resolution:

Whereas in November of 2013 then Councillors Myers and Butland presented a motion to create a committee addressing the incidents of nuisance tagging; and

Whereas this committee evolved into the Community Committee on Graffiti; Whereas multiple community organizations contributed, including Art Gallery of Algoma, Downtown Association, Arts Council of Sault Ste Marie, NORDIK Institute, Algoma University, Police Services, PUC, and others; and

Whereas the Graffiti Reframed Project was led and created due to outcomes of this committee; and

Whereas NORDIK published the Graffiti Reframed research paper in 2015; and

Whereas the City and community partners have invested in multiple public art projects; and

Whereas nuisance tagging is on the rise, most notably defacing public art installations; and

Whereas further education, outreach and advocacy needs to happen;

Now Therefore Be It Resolved that the Community Committee on Graffiti be revitalized and staff develop a Terms of Reference and Committee Structure.

## Analysis

City staff from Community Development and Enterprise Services, Public Works and Engineering Services, and Clerks met with Councillor Vezeau-Allen to gain a better understanding of what is being requested, review past initiatives, and confirm what is currently underway to address graffiti. Below is a summary of current initiatives:

- 1. Downtown Association Graffiti Removal Program.
- 2. City staff remove graffiti from municipally owned facilities and spaces.
- 3. Adopt-a-Park program.
- 4. Public Art, including Summer Moon and Vivid Festivals murals, which include a youth engagement component.
- 5. Traffic Box Wrap program.

Graffiti Committee October 1, 2024 Page 3.

- 6. Community programming at the Northern Community Centre for youth and teens.
- 7. Regular programming to support teens at both the Library locations.
- 8. Algoma and Youth Wellness Hub on Dennis Street provides a range of supports, activities and programming.

It would be challenging for the City to lead a graffiti committee, especially with a focus on providing education in the schools and obtaining funding while balancing existing projects and duties. The Cultural Vitality Committee (CVC) does provide for works within the Cultural Policy for the City of Sault Ste. Marie to ensure equal access to all individuals, groups, and organizations to enjoy opportunities for the preservation, development and appreciation of cultural expression with the committed support of the City of Sault Ste. Marie.

The CVC oversees the Community Culture Plan, the Cultural Policy and the Public Art Policy. The City of Sault Ste. Marie recognizes that art in public spaces is a valuable asset that enhances the quality of life for its citizens, strengthens community pride, improves the aesthetic of the public environment, and contributes to the City's cultural aspirations, social well-being, and economic vitality. Public art helps the community celebrate its culture and heritage, reflect diversity, express shared values, and define the City's unique identity.

Currently the CVC is funded in the amount of \$144,500. An operating increase has been submitted to the 2025 budget in the amount of \$160,500. In 2018 the total available funding was \$53,900. The additional \$160,500, as recommended by the 2019-2024 Community Culture Plan, will allow the City to reach the target investment of \$5 per capita. The CVC developed a funding model to address the various needs of arts, culture, and heritage organizations in Sault Ste. Marie. Funding will be divided into various categories, Arts and Culture Assistance Program Funding, Public Art, and Heritage.

There was also \$8,000 for mural repair approved in 2023 budget deliberations which is now within the budget to address ongoing repairs.

The CVC oversees the Community Culture Plan which identified (four) 4 action items related to youth in goal #5. Further, specific action items related to developing youth mentorship programs, alleviating barriers to participation in arts and culture opportunities, and establishing partnerships with the arts and culture community, social service providers, and schools to support effective age-appropriate programs. Staff recommend that a new Graffiti subcommittee should fall under the purview of the CVC.

Staff does not have the capacity to engage all the youth in or outside the classroom for educational purposes on how art can be a great avenue to develop skills and providing low-cost opportunities; however, staff can definitely participate and lead under the existing CVC subcommittee group being suggested. This initiative Graffiti Committee October 1, 2024 Page 4.

requires a variety of community partners to support the project. A proposed terms of reference and subcommittee structure is proposed in Appendix A.

Staff recommend the Arts and Culture Lead call a meeting with past Committee members and invite other parties interested in collaborating (as listed in the proposed terms of reference). Communication staff can create a dedicated space on the City's website to educate the public on reporting nuisance graffiti and additional messaging related to public art.

#### **Financial Implications**

There is no impact to the Operating budget currently.

#### Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in several ways.

- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- It supports the focus area of infrastructure in the Community Strategic Plan for 2021-2024 as it will assist in maintaining existing infrastructure.

#### Recommendation

It is therefore recommended that Council take the following actions:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 1, 2024 concerning a Graffiti Subcommittee of the Cultural Vitality Committee be received and that the terms of reference of the subcommittee be approved.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA Deputy CAO Community Development & Enterprise Services (705)759-5314 <u>b.lamming@cityssm.on.ca</u>

## Appendix A



## TERMS OF REFERENCE - Draft (Cultural Vitality Graffiti Sub-Committee)

## SUB-COMMITTEE NAME

Cultural Vitality Graffiti Sub-Committee

## **COMMITTEE TYPE**

Ad hoc – Subcommittee under the Cultural Vitality Committee

## PURPOSE

The CVC oversees the Community Cultural Plan, the Cultural Policy and the Public Art Policy. The City of Sault Ste. Marie recognizes that art in public spaces is a valuable asset that enhances the quality of life for its citizens, strengthens community pride, improves the aesthetic of the public environment, and contributes to the City's cultural aspirations, social well-being, and economic vitality. Public art helps the community celebrate its culture and heritage, reflect diversity, express shared values, and define the City's unique identity.

## DUTIES

- To receive written communications from and liaise with interested parties regarding graffiti.
- Provide information to students in grades 7 to 9 on the opportunities available within the community as it pertains to art.
- Work together with both school boards to provide hands on experience for public art mentorship opportunities.
- Liaise with City Staff in response to inquiries from the community relating to art.
- Liaise with community partners as it pertains to graffiti removal and or enforcement.
- Establish partnerships to alleviate barriers to participation in arts and culture opportunities.

## COMPOSITION OF THE SUBCOMMITTEE

## Voting Members

Three members of the CVC Committee including one member of Council

## **Resource (As required)**

## Appendix A

Staff Lead: Arts and Culture Lead

*City Staff:* Director Community Services Director Public Works and Engineering Services Manager Recreation and Culture Deputy City Clerk Assistant City Solicitor, Legal Department Chief Building Official, Building Division Corporate Communications Officer Indigenous Advisor

## Community Members:

Other members of Council if interested. CAO Social Services or delegate Director, Algoma District School Board or delegate Director, Huron Superior Catholic District School Board or delegate Director, Art Gallery of Algoma Deputy Police Chief or delegate District Manager, Canada Post Manager, Downtown Association Marketing and Customer Communications, PUC Services Inc. Corporate Communications, Sault Ste. Marie CEO, Sault Ste. Marie Library NORDIK Research Institute

## ARTS AND CULTURE LEAD RESPONSIBILITIES

The Arts and Culture Lead responsibilities will include.

- In consultation with others, determine the agenda and ensure that the appropriate materials are distributed in advance of the meeting.
- Chair all meetings of the subcommittee.
- Monitor members' participation in the subcommittee.
- Guide the Subcommittee in addressing issues and concerns as they arise.
- Act as the official spokesperson for the subcommittee as required.

## MEMBER RESPONSIBILITIES

Subcommittee members are responsible for:

- Attending and actively participating in meetings.
- Declaring any conflict of interest regarding specific agenda items.
- Keeping confidential any relevant information.

## MEETINGS

- The Arts and Culture Lead will call meetings in alignment with achieving the duties established.
- Subcommittee members may submit items to be included on the meeting agenda no later than seven days prior to the meeting.

## Appendix A

• Minutes of meetings shall be kept as well as all papers and documents pertaining to the business of the Subcommittee.

## CONFLICT OF INTEREST

Where a member has a direct or indirect pecuniary interest, the member shall;

- Disclose the interest and its general nature before the matter is considered at the meeting.
- Not take part in the discussion of or voting on the matter.
- Not attempt to influence the discussion before, during or after the meeting.

See Municipal Conflict of Interest Act for further information.

## TERM

Will expire one year from the first subcommittee meeting date.



## COUNCIL REPORT

October	1, 2024
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TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Traffic Signal Removal Study

## Purpose

The purpose of this report is to provide an update regarding the Traffic Signal Removal Study that is underway at three intersections.

#### Background

At the October 30, 2023 Council meeting, staff recommended proceeding with the traffic signal removal study and public consultation of the intersections of Queen Street and Church Street, Albert Street and Elgin Street, and Albert Street and Dennis Street. In early June, the traffic signals were covered and stop signs were installed on the minor roads. The City collected feedback through a public survey as well as multiple phone calls, emails, articles and social media posts.

Throughout the study, Staff collected speed and volume data through Automated Traffic Recorders, cameras. and site visits.

#### Analysis

#### Public Consultation

Through the Public Input survey, the community was asked whether or not to keep the traffic signals at each of the intersections and then requested comments. The survey received almost 4,000 responses and over 2,100 comments. Over 60 phone calls and emails were received, and over 200 comments through social media and media coverage were reviewed.

The results of the survey are as follows:

Intersection	Keep	Remove
Queen Street and Church Street	61%	39%
Albert Street and Elgin Street	54%	46%
Albert Street and Dennis Street	55%	45%

In general, the comments and support varied based on the commenters use of the intersections. Drivers, especially on the main roads, supported the removal of the signals while pedestrians did not support their removal.

The following is a selection of comments received that could be applied to all intersections:

impact the more common traffic patterns during peak times.

- Concern about impact of the changes when there are events in the downtown. Response: Traffic decisions are based on peak times during the days which represent the common occurring traffic situations. Making decisions based on large events that occur irregularly can lead to over design and negatively
- Signals should be kept in order to control speeding. Response: Unwarranted signals lead to disobedience of traffic control device, frustration, aggressive driving and increased speeds between the traffic control.
- Signals should flash during non-peak hours Response: As previously stated in an earlier Council report, flashing signals at night or during off-peak hours are not supported by municipalities across Ontario. It is staff's opinion that there is a well-documented increase in liability with the implementation of late-night flashing signals as collisions typically increase.

## Comments from Accessibility Advisory Committee

The AAC has provided the attached comments (Traffic Signal Removal Study) regarding the potential removal of signalized crossings in the downtown area, as it impacts people with various disabilities. Generally, the AAC is not in favour of removing the traffic signals based on challenges faced by people with disabilities, elderly, children, and the overall pedestrian community.

## Albert Street and Dennis Street Intersection

This is a four-legged intersection with traffic approaching in three directions. Traffic volumes through this intersection do not meet the warrant for a traffic signal or for all-way stop control. During the study, there were two collisions in the intersection and six collisions in the 36 months previously when the signals were in place. There was no change in speed recorded during the study when compared to speed measured when signals were present.

The recorded pedestrian activity during the study was approximately 350 pedestrians in an 8-hour period crossing in both directions.

Below is a summary of the pertinent comments received about the Albert Street and Dennis Street Intersection:

- Dennis Street provides access to GFL Memorial Gardens, the bus terminal and the Station Mall.
- It is a high density residential area with apartments that leads to increased pedestrians
- Visibility is difficult because of vegetation, garbage and recycling bins and people are worried about snowbanks.
- Signals provide gaps in traffic that allow the residents to back out of their driveways

City staff have reviewed the visibility which meets the requirement for a stopcontrolled intersection. Based on feedback received and the data collected, staff are recommending the removal of the traffic signal and placing a red flashing light, or LED stop sign on the Dennis Street approach.

## Albert Street and Elgin Street Intersection

This is a four-legged intersection with traffic approaching in three directions. Traffic volumes through this intersection do not meet the warrant for a traffic signal or for an all-way stop control. During the study, there was seven collisions in the intersection and seven collisions in the 36 months previously when the signals were in place. There was no significant change in speed recorded during the study when compared to speed measured when signals were present.

The recorded pedestrian activity during the study was approximately 250 pedestrians in an 8-hour period crossing in both directions.

Below is a summary of the pertinent comments received about the Albert Street and Dennis Street Intersection:

- Elgin Street provides access to the Station Mall and the waterfront.
- Significant number of comments about the number of collisions and visibility.
- Visibility is difficult because of the proximity of buildings, vegetation, garbage and recycling bins and people are worried about snowbanks.
- A few drivers on Elgin Street appreciated not waiting for signal during off peak times

City staff have reviewed the visibility sight lines which meet the requirement for a stop-controlled intersection; however, the intersection did experience numerous collisions. Detailed collision reports were not received from the Sault Ste. Marie Police Department, but anecdotal evidence suggests the majority of the collisions are a result of drivers failing to stop at the stop sign. Based on the number of collisions, staff are recommending that traffic signals remain at this intersection

#### Queen Street and Church Street Intersection

This is a four-legged intersection with traffic approaching in three directions. Traffic volumes through this intersection do not meet the warrant for a traffic signal or for an all-way stop control. During the study, there was one collision in the intersection and five collisions in the 36 months previously. There was an increase in the 85<sup>th</sup> percentile speed near the intersection, but the increase is lower than the previously measured operating speed on Queen Street, recorded a few blocks away.

The recorded pedestrian activity during the study was approximately 260 pedestrians in an 8-hour period crossing in both directions. Based on the numerous comments received about pedestrians, staff analyzed the pedestrian delay. The longest delay time to cross Queen Street recorded was approximately 2 minutes.

Below is a summary of the pertinent comments received about the Queen Street and Church Street Intersection:

- A significant number of comments received indicated that without the signals it was difficult to cross Queen Street to access the waterfront, the Hub Trail, and the business and commercial areas.
- While Pim Street is a nearby signalized crossing, it is a three-part crossing with small islands that pose accessibility challenges.
- Pine Street is too far away to use as an alternate crossing.
- The area has lost another protected crossing in addition to the signals at Kohler Street and Queen Street which were previously removed.
- Vehicles from the south leg of the intersection report excessive delays moving through the intersection.
- Work vehicles pulling trailers have difficulty moving through the intersection.
- Comments received from the areas to the east of the intersection indicated that the signals provided a gap in traffic that allowed access to Queen Street during periods of peak traffic flow.
- Large development currently under construction in the area could increase the traffic at this intersection
- Many suggested a pedestrian crossover (PXO) if signals were removed.

Based on the volume of feedback from the neighbourhood, the pedestrian crossing is an important feature of this intersection. A PXO is not recommended as the intersection is within 200m of another signalized intersection. With the new residential development almost complete and understanding that the former hospital property has the potential for future development, staff is recommending that the signals remain, that the traffic detection technology be upgraded, and that the signals timing be adjusted during off peak times to only turn green on the northsouth leg if there is a vehicle or pedestrian detected at the intersection. Staff will continue to monitor the intersection as traffic patterns continue to evolve.

#### **Financial Implications**

The financial implications to this recommendation include the removal of signals and adding signage, which is minimal and can be covered within the 2024 traffic operations budget. A budget request for upgrades to the technology for traffic signals has been submitted in the 2025 budget with a designated funding source. If approved, the Queen Street and Church Street intersection would be prioritized.

#### Strategic Plan / Policy Impact / Climate Impact

Traffic related recommendations are related to the infrastructure and quality of life focus area of the Strategic Plan.

#### Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning Traffic Signal Removal Study be received and that staff be directed to proceed with the removal of signals at the intersection of Albert Street and Dennis Stret and the reinstatement of the traffic signals at the intersections of Albert Street and Elgin Street and Queen Street and Church Street.

Respectfully submitted,

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

## Maggie McAuley

Subject:

FW: Downtown Intersections Study Comments

From: Diane Morrell <<u>d.morrell@cityssm.on.ca</u>> Sent: Tuesday, July 30, 2024 3:39 PM To: Carl Rumiel <<u>c.rumiel@cityssm.on.ca</u>> Cc: Peter Tonazzo <<u>p.tonazzo@cityssm.on.ca</u>>; Don McConnell <<u>mcconnell99@shaw.ca</u>> Subject: Downtown Intersections Study Comments

Good afternoon Carl,

Hope your summer is going well.

The AAC has provided the following comments regarding the potential removal of signalized crossings in the downtown area, as it impacts people with various disabilities.

- When a vehicular pedestrian accident occurs, the pedestrian always loses. Therefore, the safety of pedestrians and cyclists needs to be the greatest consideration.
- Currently, decisions to either install or remove traffic signals appear to be based largely on traffic counts (both vehicular and pedestrian) and whether or not signals are "warranted" as described in the applicable Ontario Traffic Manual. Given this approach, it is likely that the traffic signals at the three intersections under review will be removed.
- A better approach would be to recognize that not all users are affected equally. Persons with disabilities, the elderly, children, parents with strollers and others often feel unsafe when crossing streets even when traffic signals are present. We need to base our decision-making models on community values and principles instead of simple analytics.
- This situation becomes more important given our aging population. The Background Report for the city's new Official Plan estimates that the total number of persons over the age of 65 will increase by 4175 over the next 20 years. As people age and their vision decreases, the ability to assess danger, distances and traffic speeds also decreases.
- In particular, showing your intention to cross the street and communicating with cyclists or motorists
  requires eye contact, gestures and expressions, things that are not available to blind or people vision
  loss. They can only rely on auditory clues such as audible pedestrian signals which are becoming more
  important as the number of silent electric vehicles increases. There is no possibility of audible
  pedestrian signals once traffic lights are removed.
- Removal of traffic lights conflicts with the City's objective of encouraging active transportation. Initiatives such as the Hub Trail, which have been very successful because pedestrians and cyclists feel safe when using this type of infrastructure.
- The City's vision of an active, busy, pedestrian friendly downtown also requires that all users feel safe. The city's current Queen Street redevelopment has a strong emphasis on pedestrian activity. The conceptual design shows several intersections where the crossing distance of intersecting streets is reduced. This adds to safety by increasing pedestrian visibility while reducing crossing times and should be considered throughout the downtown as much as possible.
- The city is currently considering reducing speed limits as part of the Queen Street redevelopment project. This should be considered for the entire downtown and would improve pedestrian safety if the reduced limits can be enforced.
- Traffic lights also benefit neighbouring areas as they create breaks in traffic which allow vehicles to safely exit driveways and opportunities for some pedestrians to cross the street mid-block.

- We note that the removal of the intersections being studied will result in increased distances between traffic signals that may increase vehicular speed and result in pedestrians crossing at uncontrolled locations.
- Several years ago, the city removed the traffic signals at the Queen-Kohler intersection. Removal of the signals at the Queen–Church intersection will result in a distance of 1.25 km between traffic signals along this section of Queen Street. During the public consultation for the redevelopment of Queen Street, the businesses in this area complained about traffic speeds along Queen Street which seem to be greater than elsewhere in the downtown. AAC does not support the removal of these lights for safety reasons.
- Removal of the Elgin and Albert Street traffic signals will create a distance of 670 m without a signalized pedestrian crossing along Albert Street between Bruce Street and Brock Street. As there are no traffic signals along Albert Street, west of Dennis Street, these signals should be retained as they provide the only controlled pedestrian crossing of Albert Street in this part of town.
- When the traffic signals were removed at the Albert–Gore and Albert–Andrew intersections, traffic
  collisions occurred. Both intersections then became "all way stops" but this did nothing to improve traffic
  flow or pedestrian safety for persons with disabilities.

We would also like to offer the following suggestions.

- Pedestrians should be given more time to cross a street then vehicles as they move much slower. Some communities in Ontario have introduced a pedestrian led signal in which the walk light turns green while all of the traffic lights stay red for a few seconds. This gives the pedestrian an opportunity to get part way across the street before the vehicles start turning.
- In most locations with traffic signals there is no need to have a pedestrian button as the walk signal can be cycled automatically with the vehicle signal.
- Some intersections use cameras to detect if vehicles are in a left turn lane and then control the traffic signals accordingly. Perhaps these cameras can also be used to determine if pedestrians or cyclists are present and adjust crossing times accordingly.

Please feel free to be in touch if further information or discussion is required.

Thanks,

Diane



## COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Traffic Calming During Capital Construction Projects

#### Purpose

The purpose of this report is to provide information to Council regarding traffic calming as part of capital construction projects.

#### Background

Council passed the following resolution on October 30, 2023:

Whereas a study completed by the Canadian Automobile Association reveals that speeding is at the top of the list of bad driving habits; and

Whereas according to the Traffic Injury Research Foundation, travelling even 10 km/hr over the speed limit increases the likelihood of a collision by 60 per cent, while saving the average driver only four minutes on their commute; and

Whereas the rise in speeding and stunt driving prompted the Ontario government to introduce tougher fines and penalties; and

Whereas speeding continues to be a dangerous reality on Sault Ste. Marie roads such that the City has established a speed management task force to look at methods to reduce speed; and

Whereas one effective method communities are using is a "road diet reconfiguration" to calm traffic. This may include narrowing of travel lanes through widening of sidewalks, landscaping or inserting raised medians in the center of the roadway.

Now Therefore Be It Resolved that the issue of traffic calming measures, including, but not limited to, "road diet" design methods, be referred to the speed management task force for a recommendation back to Council on their implementation whenever a street is constructed and/or is resurfaced and/or altered to manage traffic volume and speed.

Traffic Calming During Capital Construction Projects October 1, 2024 Page 2.

When recommending roads for the Capital Transportation Program, Engineering staff consider several factors such as the age of underground infrastructure, condition of the pavement surface, and community needs.

Compliance with posted speed limits makes up part of the community needs component of the program. Staff perform traffic calming assessments in response to concerns from the community. Traffic calming assessments include collecting traffic data and comparing it against a set of criteria outlined in the Traffic Calming Policy. Road segments that meet the criteria for traffic calming are added to the traffic calming prioritization list. This list is updated on a yearly basis. The traffic calming prioritization list was presented to Council at the May 13, 2024 meeting.

#### Analysis

While lower-cost and temporary traffic calming measures exist, more permanent traffic calming measures can be more effective and function year-round. These implementations tend to be more costly as stand-alone projects. Cost efficiencies can be realized if the traffic calming implementations are included as part of capital reconstruction projects.

Prior to the detailed design of roads due for reconstruction, staff collect traffic data such as volume, speed, and turning movement counts. This information, along with the characteristics of the surrounding properties help the design team in determining suitable measures to improve the function of the roadway. Some implementations could include lane reductions where appropriate, enhanced streetscaping, or traffic calming measures. In an effort to combat speeding in the community, the Speed Management Task Force recommends that traffic calming assessments be completed for all roads slated for reconstruction. For the 2025 Capital Transportation Program, the following measures are being considered:

**Peoples Road from Second Line to Penno Road** – A lane reduction from four lanes to three lanes is being considered along with an off-road multi-use trail, enhanced pedestrian facilities and crossing treatments.

**East Street from Bay Street to Wellington Street East** – The design of this roadway will incorporate a complete streets design, using similar design features as the Queen Street improvements. Modifications to the intersections at Albert Street and East Street will be investigated to improve the function and safety of these intersections for both vehicles and pedestrians.

**Sackville Road extension** – Construction of this road extension is scheduled for 2026; however, detailed design is currently underway which is considering a narrowed cross-section, an off-road multi-use trail, and enhanced pedestrian crossings. Other traffic calming measures will also be considered.

Traffic Calming During Capital Construction Projects October 1, 2024 Page 3.

**Wallace Terrace resurfacing from Korah Road to Carmen's Way** – The lane reduction from four lanes to three lanes is planned to continue as part of the final phase of the resurfacing project.

## Financial Implications

There are no immediate financial implications associated with this report. Costs for traffic calming measures being considered as part of the Capital Transportation Program will be absorbed into the respective project budgets.

## Strategic Plan / Policy Impact / Climate Impact

This report is linked to the Quality of Life and Infrastructure 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 dated October 1, 2024 regarding Traffic Calming be received as information.

Respectfully submitted,

Dan Perri, P.Eng. Municipal Services and Design Engineer 705.759.5329 <u>d.perri@cityssm.on.ca</u>



## COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Maggie McAuley, Municipal Services & Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Additional Updates to Traffic By-law – 2024

## Purpose

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

## Background

Upon review of the Traffic Bylaw, amendments are required to accommodate recent traffic related changes.

## Analysis

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Schedule A Section 6 – Parking Prohibited

Street	Side	From	То	<b>Prohibited Times</b>
				or Day
Goulais	east	Second Line	south limit of	0900 hrs. to 1000
Avenue			W.J. McMeeken	hrs.
			Centre property	1400 hrs. to 1500
				hrs.
Wallace	north	Korah Road	Sixth Avenue	any time
Terrace				
Wallace	north	Sixth Avenue	46 m east of	1200 hrs. to 1700
Terrace			Goulais Ave.	hrs.
Wallace	north	46 m east of	Goulais Avenue	any time
Terrace		Goulais Ave.		
Wallace	south	Korah Road	Glasgow	any time
Terrace			Avenue	

Page 133 of 225

#### Additional Traffic By-law Updates – 2024 October 1, 2024 Page 2

Wallace	north	Turner Avenue	Prentice Avenue	Nov. 1st to Apr.
Terrace				30th

Add:

Street	Side	From	То	Prohibited Times or Day
Goulais Avenue	Both	Second Line	Chippewa Street	Any time
Wallace Terrace	Both	Korah Road	Brookfield Avenue	Any Time

#### Schedule K Section 27 – Increased Speed Limits

A recommendation of the Wallace Terrace environmental assessment, which studied a lane reduction or "road diet" of Wallace Terrace, was to complete a speed review of the road with the new design elements. Staff completed the review and concluded that the speed limit should be lowered from 60km/hr to 50km/hr.

#### Delete:

Street	Between	Maximum Speed
Wallace Terrace	Korah Road and Allen Side Road	60km/hr

#### Schedule X Section 25a – Designated Turn Lanes

Add:

Street	Between	Lane	Direction	Time or Day
Wallace Terrace	Goulais Avenue and Korah Road	Centre turn lane	East and West bound	Any time
Goulais Avenue	Second Line and Chippewa Street	Centre turn lane	East and West bound	Any time

Additional Traffic By-law Updates – 2024 October 1, 2024 Page 3

## Schedule BB – Pedestrian Crossovers

Add:

Street	Location
Goulais Avenue	North side of Rushmere Drive
Queen Street West	75 m east of John Street
Carmen's Way	South side of Albert Street West
Pine Street	North side of Pleasant Drive

#### **Financial Implications**

There are no financial implications associated with this report.

#### Strategic Plan / Policy Impact / Climate Impact

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

#### Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated October 1, 2024 concerning the Additional Traffic By-law Updates – 2024 be received and the recommended amendments be approved.

The relevant amendments to the Traffic By-Law will appear on a future Council Agenda.

Respectfully submitted,

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



## COUNCIL REPORT

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## Purpose

The purpose of this report is to request Council approval of the Memorandum of Understanding (MOU) between the City of Sault Ste. Marie and the Province of Ontario to continue operating as a Regional Training Centre (RTC) for the Algoma District. This is an agreement with the Ontario Fire College and Province to conduct and host Fire Service training and development in Sault Ste. Marie.

#### Background

A report from the Fire Chief dated June 14, 2021 outlined that as of January 13, 2021, the province announced the decommissioning of the Ontario Fire College (OFC) located in Gravenhurst, Ontario. The plan moving forward was to establish 20 Regional Training Centres to enhance training opportunities offered, assist local fire services to better meet the needs of their community and result in cost savings for municipalities.

The intent of having multiple Regional Training Centres is to create a regionally connected system of training centres. There will be courses delivered through a combination of in-person training at Regional Training Centres, online courses, and through contracts with individual fire departments. This will increase capacity for training and reduce the need for municipal fire departments to pay for travel and costs related to having staff attend the campus.

## Analysis

Since the approval of the original MOU, the Sault Ste. Marie Fire Services Regional Training Centre has hosted 11 courses, with four more scheduled later this year.

Hosting RTC courses can offer several significant benefits to the local service as well as our neighbouring communities' fire services. The benefits can be categorized into areas such as operational effectiveness, cost efficiency, professional development, and organizational reputation.

Regional Training Centre Memorandum of Understanding 2024 October 1, 2024 Page 2.

Operational Effectiveness – Enhanced Skill Development

- Targeted Training: Firefighters receive specialized training tailored to the needs of our local circumstances
- Improved Capabilities: Ongoing training leads to a more effective and coordinated response for the communities
- Standardized Procedures: Consistent training ensures that all staff follow standardized procedures

Cost Efficiency – Reduced Training Costs

• Lower Travel Expenses: Local training reduces the need for travel, saving on transportation, accommodation, and meal costs

Professional Development

- Certification and Accreditation: Firefighters can earn recognized certifications and accreditations
- Leadership Training: Opportunities for advanced leadership roles for local staff to become instructors; this creates a diverse workforce

Organizational Reputation

- Leadership Role: Establishes our fire service as a leader in training and development within the region
- Hosting accredited courses can enhance the organization's reputation for providing high-quality training
- Regional Cooperation: Facilitates stronger relationships and cooperation with neighbouring fire services
- Knowledge Exchange: Encourages the exchange of best practices and innovative ideas with other fire services

## Financial Implications

Since the signing of the MOU in 2022, a total of 50 external and 94 internal students have attended the RTC. To date the revenue generated is \$51,745 and the net position after expenses is \$20,159.

The above figure shows the actual amount of net revenue of this initiative. The costs avoided by offering these courses locally are not reflected above. For all Fire Services staff, approximately \$188,000 in professional development and training is avoided by being able to offer and take courses at the local Regional Training Centre. This, along with the net revenue highlighted above, detail the success of the initiative.

## Strategic Plan / Policy Impact / Climate Impact

This initiative is linked to "Service Delivery" in the Corporate Strategic Plan. The continuation of developing staff to ensure efficient and effective delivery of emergency services to our community.

Regional Training Centre Memorandum of Understanding 2024 October 1, 2024 Page 3.

#### Recommendation

It is therefore recommended that Council take the following action:

The relevant By-Law 2024-136 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Peter Johnson Fire Chief 705.949.3333 p.johnson@cityssm.on.ca



## COUNCIL REPORT

October 1, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Johnson, Fire Chief
DEPARTMENT:	Fire Services
RE:	Overtime and Staffing Update Report

## Purpose

The purpose of this report is to provide an update to Mayor and Council on the service level request to hire four additional Firefighters to assist with reducing impacts on operational overtime.

#### Background

A report from the Fire Chief dated January 30, 2023, outlined an analysis completed by staff summarized the effects and associated costs of overtime for Fire Services. Also, during the 2023 budget deliberations a request to hire four additional Firefighters was approved. The objective was to reduce operational overtime hours by increasing the staff complement from seventy-six to eighty.

#### Analysis

The four additional Firefighters were hired and assigned to their platoons as of July 1, 2023.

The chart below shows overtime hours, overtime costs and the overtime budget for each year from 2019 to 2024 (to June 30). The addition of four firefighters has significantly lowered the overtime hours and associated costs.

YEAR	OT HOURS	OT COST	OT BUDGET
2019	12,140	\$749,168	\$632,339
2020	10,635	\$705,738	\$683,040
2021	12,208	\$822,170	\$700,994
2022	12,389	\$895,943	\$705,920
July 1, 2022-June 30, 2023 (full 12 months with 76)	9,720	\$723,617	\$538,337
July 1, 2023-June 30, 2024 (full 12 months with 80)	5,380	\$416,937	\$404,436
Jan 1, 2024- June 30, 2024	2,426	\$188,748	\$219,059

Overtime and Staffing Update Report October 1, 2024 Page 2.

During the period of July 1, 2023 to date, Fire Services has experienced several paternity leaves. This is an area that had no previous utilization and is unpredictable and difficult to estimate or establish what the utilization will be each year. Also, there were several long-term injuries/illnesses, as well as WSIB incidents that factored into the overtime.

This analysis shows that the hiring of four Firefighters has been successful. There is a trend of overtime decreasing and the budget reallocated is not being exceeded excessively.

## **Financial Implications**

There are no direct financial implications associated with this report. This report provides additional information to Council as a result of the 2023 budget direction to hire four additional Firefighters and fund these by decreasing overtime.

## Strategic Plan / Policy Impact / Climate Impact

Service Delivery - The approved addition of four Firefighters has ensured the City of Sault Ste. Marie Fire Service will continue to be fiscally responsible and provide efficient and effective service to the community, resulting in excellent customer service.

## Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated October 1, 2024, concerning Overtime and Staffing Update be received as information.

Respectfully submitted,

Peter Johnson Fire Chief 705.949.3333 p.johnson@cityssm.on.ca



## COUNCIL REPORT

October 1, 2024	
TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Fields, City Solicitor
DEPARTMENT:	Legal Department
RE:	Municipal Capital Facilities Exemption Request for Sault
	Ste. Marie Airport Development Corporation

## Purpose

The purpose of this report is to recommend that Council authorize a Municipal Capital Facilities Agreement between the City and the Sault Ste. Marie Airport Development Corporation ("the Airport") for a portion of their property. The report also seeks Council's authorization of a by-law exempting the Airport from partial taxation for municipal and school purposes. Finally, the report requests Council's approval for a declaration pursuant t section 6(1)(b) of Ontario Regulation 603/06, namely that part of the property located at the Sault Ste Marie Airport is for the purpose of the municipality and is for public transportation use.

#### Background

The Sault Ste. Marie Airport Development Corporation contacted the City to request that part of the property that is used by the municipality and that is for public use be exempted from municipal taxes. Section 110 of the *Municipal Act*, 2001 authorizes a municipality to enter into a Municipal Capital Facilities Agreement which in turn will exempt a municipal capital facility from taxes levied for municipal and school purposes.

The Airport has experienced a decline in flights, and smaller communities and midsized cities, especially in northern Ontario, are seeing cuts in service. The number of regularly scheduled flights from Canada's biggest airlines are down significantly across Northern Ontario. Sault Ste. Marie has seen a decrease in scheduled flights, with almost 4,300 flights departing in 2019, compared to just 2,669 flights in 2023. Airlines are still recovering from the pandemic and are also dealing with a shortage of pilots for regional flights.

Less flights means less revenue for the Airport and they have been working to find efficiencies and attract funding support for operations. The reduced taxes will be a significant help to their operations and continue to allow them to provide these critical services to the community Municipal Capital Facilities Exemption Request for Sault Ste. Marie Airport Development Corporation October 1, 2024 Page 2.

## Analysis

The Airport is comprised of property used by the municipality and the public for commercial air transportation. The property is also made up of tenants who utilize the property and there are private hangars and rental hangars on the property. Those private tenants, leaseholders, sub-lease holders, occupiers, or any other interest held by any other tenant, lessee or rental unit users would not be exempt from taxes. Currently the Airport is assessed at \$13,984,000. Exempting the portion that is for public use would be equal to approximately \$80,000 for 2024.

#### **Financial Implications**

The financial impact to the City would result in a reduction of Municipal revenue in the amount of \$79,631.08 for 2024.

## 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-laws 2024-137 and 2024-138 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Fields City Solicitor 705.759.5407 <u>k.fields@cityssm.on.ca</u>



## COUNCIL REPORT

or Matthew Shoemaker and Members of City Council
n Vair, CAO
ef Administrative Officer
ner Sault Area Hospital Site – 995 and 941 Queen
et East and 10 Lucy Terrace

## Purpose

The purpose of this report is to seek Council approval to enter into two agreements of purchase and sale for the former Sault Area Hospital sites at civic 995 and 941 Queen Street East and 10 Lucy Terrace (legally described in Attachment A – PINs Former SAH Property Purchase), and a Document Registration Agreement (DRA) for the discharge of mortgages on the properties.

#### Background

In an effort to advance the development of the property, and due to consistent need to engage with the owners on property standards violations, staff approached Leisure Meadows Community Living, Inc. (Leisure Meadows) and 1667271 Ontario Inc. and engaged in a number of discussions which led to negotiations on a possible acquisition of the properties described above.

In the negotiations staff focused on purchasing the entire property, which includes the former General Hospital building, former Renal Building and lands along the waterfront (Attachment B – Former SAH Map).

The primary objectives of the property purchase include:

- Redevelop two blighted properties on the community's waterfront (through the demolition of the former General Hospital site and refurbishment of the former Renal Building).
- Enable the development of new residential units in the community required for housing needs and to meet Provincial housing targets.
- Stimulate new development which will generate additional assessment and increase tax revenue for the City.
- Mitigate staff time and expense on property standards violations and the legal costs associated with said violations.

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 2.

Given analysis on the potential of the site to host new residential units and generate new assessment, staff are recommending the purchase of the property for \$4.75M as negotiated with Leisure Meadows and 1667271 Ontario Inc.

#### Analysis

Staff have completed analysis on the potential of this site to host additional residential units and generate tax revenue. It is estimated that the site has the potential to host 140-422 residential units based on medium-density and high-density scenarios (Attachment C – Former Hospital TIEG Estimates).

The annual municipal portion of tax revenue for this number of units will be dependent on the Tax Increment Equivalent Grant being utilized and also the number of affordable units constructed.

Over twenty years in a high-density scenario, the total incremental tax revenue (assuming a 2% average annual tax increase) would range from \$3.6M to \$20.9M depending on the number of affordable housing units built. The medium density scenario would generate \$1.2-\$6.9M.

Based on current experience, staff believe the scenario with 30% affordable units would likely be the highest number of affordable units for a new development on this property. In the high-density scenario, this translates to \$15.3M over twenty years with a 2% average annual tax increase. The medium density scenario would generate \$5M over that same period.

Staff believe this property is more likely to see a high-density development than a medium-density development, but provides the medium-density figures as a conservative estimate for the potential revenue.

	Summary - Total Incremental Tax Revenue Over 20 Years (after TIEG)			
0% Affordable Units		30% Affordable Units	70% Affordable Units	100% Affordable Units
Medium Density	\$6,964,153.03	\$5,086,857.92	\$2,574,434.78	\$1,201,746.29
High Density	\$20,991,947.00	\$15,333,243.15	\$7,760,081.99	\$3,622,406.67

A summary table appears below:

## Demolition

Staff undertook research to understand the scope and costs of demolition of the former General Hospital, the zoning and previous uses of the property and conducted outreach to assess the viability and market interest in the development of this property.

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 3.

Costs for demolition vary depending on the extent of the demolition services provided for the former General Hospital. A full demolition including the foundations and abatement is estimated to be approximately \$4.5-4.7M. Through discussions with multiple demolition companies, an opportunity could exist for a negotiated agreement where demolition services would be provided at a reduced cost in exchange for a portion of the land.

#### Zoning

The zoning of the land is Riverfront Commercial which allows a combination of commercial and residential uses including multiple attached buildings and apartment buildings. The area's current Land Use designation is commercial, which allows commercial and residential development. If the properties are used for housing developments or condominiums, a record of site condition will not be required.

#### Market Interest

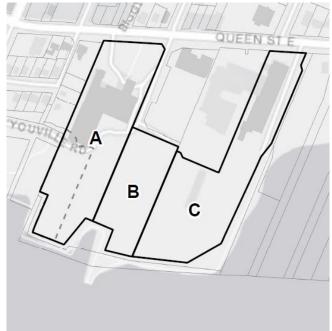
The outreach conducted to assess interest in the land and former Renal Building confirmed there is serious interest in the acquisition and future development of the property. Based on these conversations, staff have a high degree of confidence in the City being able to sell the property in the immediate future. It should be noted that in these discussions with interested parties, it was communicated clearly that a competitive RFP process would be undertaken should the City acquire the property.

#### Process for Future Sale of Parcels

The City is required to utilize its surplus property policy should Council approve the acquisition of the former SAH site and seek to sell the properties. There are a few considerations for the sale of these properties:

- 1. Property severance and boundaries Staff recommend the site be sold as three parcels (illustrative diagram below). This approach maximizes the value of the property with:
  - Area A including the former General Hospital site to the waterfront;
  - Area B consisting of a parcel of land with waterfront access; and
  - Area C including the former Renal Building and a large portion of waterfront land.

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 4.



This three-parcel approach to the sale of the former hospital site provides three revenue streams to the City to help offset the cost of purchase and is anticipated to improve the payback time period for the investment.

 Surplus Property Process – There are two general approaches when the City declares a property surplus – 1) stating a named individual/company that is proposing to purchase the property which gives notice should anyone else wish to make a proposal; or, 2) declaring the property surplus and following an open sale/bidding process.

In this instance, Staff is recommending the City undertake a Request for Proposals (RFP) process to sell the three parcels. This method opens the opportunity for multiple bidders to come forward and increases the potential return to the City.

The RFP process allows the City to establish criteria for the sale of each parcel and select legitimate proponents that will commit to the development of the properties and demolition of the former General Hospital in a timely fashion.

The City will move quickly through the RFP process so that it does not incur excessive costs in owning the buildings for an extended period of time. The City is able to close the purchase of the property and declare the property surplus at the same Council meeting. A draft of the RFP that is anticipated to be issued once the property is declared surplus is attached (Attachment D - Draft RFP Former SAH Property).

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 5.

It is anticipated that the RFP will officially be issued within the next 4-6 weeks once the transaction is officially closed.

Environmental Issues and Risks

Additional research was undertaken to gather information on the properties. The City cannot be aware of all environmental issues on these properties and purchasing the land means the City is accepting whatever risk exists. Discussions with former facilities managers at this location and a previous building report for the former General Hospital were obtained.

Archival photos indicate that a fuel tank farm was previously located in Area B of the property (Attachment E – Former SAH Oil Tank Photo). This presents additional challenges in developing this portion of the property but is not seen as insurmountable for development in/around this area.

Value

In 2013, the TVM Group purchased the properties (including 10 Lucy Terrace) for \$65,000. In May 2019, Leisure Meadows (the current owner) purchased the three properties for \$850,000 (according to the PIN information).

MPAC shows the following as the sale history on the two properties:

941 Queen Street East
May 21, 2015, \$28,000
May 24, 2019, \$450,000
995 Queen Street east
May 15, 2015, \$7,001
May 24, 2019, \$850,000

In assessments, MPAC values the former General Hospital building at \$199,000 and the old renal building at \$609,000.

In Leisure Meadows' application for a long-term care facility the former General Hospital building was stated to have a value of \$3,500,000. On October 19, 2023, the former Renal Building (995 Queen Street East) was placed on the market by a Mississauga realtor for an asking price of \$3,600,000.

There are currently mortgages on the properties, and the seller advises that the proceeds of the sale are required to discharge the mortgages. The City is required

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 6.

to enter into the Document Registration Agreement as the mortgages are held by private lenders. The proceeds of the sale will be used to clear the mortgages on title and, as such, since they are private lenders an agreement between the parties will also need to be approved by Council. Council is also asked to provide the Assistant City Solicitor with the authority to make minor revisions to the Document Registration Agreement should it be necessary between today's date and the date of closing.

#### Staff Time and Expense

Staff examined time and resources expended on the site. Over the last term of Council up to present, over \$85,000 has been spent on external legal fees and over 445 hours of the legal department's time (primarily with the City Solicitor and Solicitor) has been dedicated to this file. The Building Division estimates that \$31,404 of contractor invoices and staff time have been spent on these properties.

#### Potential Proceeds from Sale

The envisioned scenario for the development of the former Sault Area Hospital site includes:

- Purchase of the property for \$4.75M
- RFP and anticipated sale of:
  - Former Renal Building with significant waterfront land
  - Former General Hospital site (two parcels with land to the waterfront) Note – the City will require immediate demolition and submission of building permits for a new development within a specified period of time
  - Waterfront Parcel B

It is estimated conservatively that the City would generate \$2.3-2.5M through the sales of these properties. This is a conservative estimate and the RFP process may generate additional sales revenue.

Should the properties generate \$2.5M, the City would then be invested into the property for \$2.25M at the conclusion of the RFP process. Depending on the density of development and number of affordable units (with anticipated Tax Increment Equivalent Grant (TIEG)), the City's investment would be returned in approximately a decade in the high-density scenario featuring 30% affordable units. Over twenty years, staff estimate the assessment generated will be a minimum of \$5M-\$15.3M (based on medium or high-density scenarios with 30% affordable units and a 2% average annual tax increase).

#### Summary

Based on the objectives to:

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 7.

- Redevelop two blighted properties on the community's waterfront;
- Enable the development of new residential units and meet Provincial housing targets; and
- Generate new assessment.

Staff is recommending that Council proceed with the acquisition of the former Sault Area Hospital site for the purchase price of \$4.75M.

#### Financial Implications

The financing of the purchase of the old hospital property was analyzed for the best option that would have the least impact on the taxpayer. The options considered were utilization of reserves and debt financing.

In considering the use of debt financing, the following factors determined that it would not be the best option:

- The City's Debt Management Policy states that long term debt is to be used to assist financing the City's portion of its infrastructure requirements. The rehabilitation of the old hospital site will be transitioned to the private sector in the short term and will not continue to be held as a City asset;
- The City's long-term financial plan reflects the long-term debt requirements slightly exceeding the Debt Management Policy limits in 2025 and 2026, with very little debt capacity in the short term thereafter. This investment is not included in the forecast; and
- Debt financing would incur interest costs, adding to the total cost of the investment. Interest rates, though having decreased in recent months, are still historically high.

The use of the City's contingency reserve is recommended as the prudent path for the investment. The City set aside surplus funds from the 2023 operating year into a contingency reserve. The surplus amount put into the contingency reserve was \$6,291,333. To date, the City has allocated \$505,000 of those funds to the YMCA leaving \$5,786,333. Therefore, the City has sufficient funds in the contingency reserve to cover the costs of the property acquisition.

The analysis above provides a scenario for recovery of a portion of the acquisition price. The future residential units developed on these properties will generate future tax assessment as outlined in Attachment C.

It is estimated that the insurance cost for the two buildings while the City holds the properties will be \$4,200-\$5,000 per month.

#### Strategic Plan / Policy Impact / Climate Impact

This acquisition 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

Former Sault Area Hospital Site – 995 and 941 Queen Street East and 10 Lucy Terrace October 1, 2024 Page 8.

• Foster a vibrant downtown area

### Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2024-141, 2024-142 and 2024-143 are listed under this item on the Agenda.

Respectfully submitted,

Tom Vair CAO 705.759.5348 <u>cao.vair@cityssm.on.ca</u>

## Owner: 1667271 Ontario Inc.

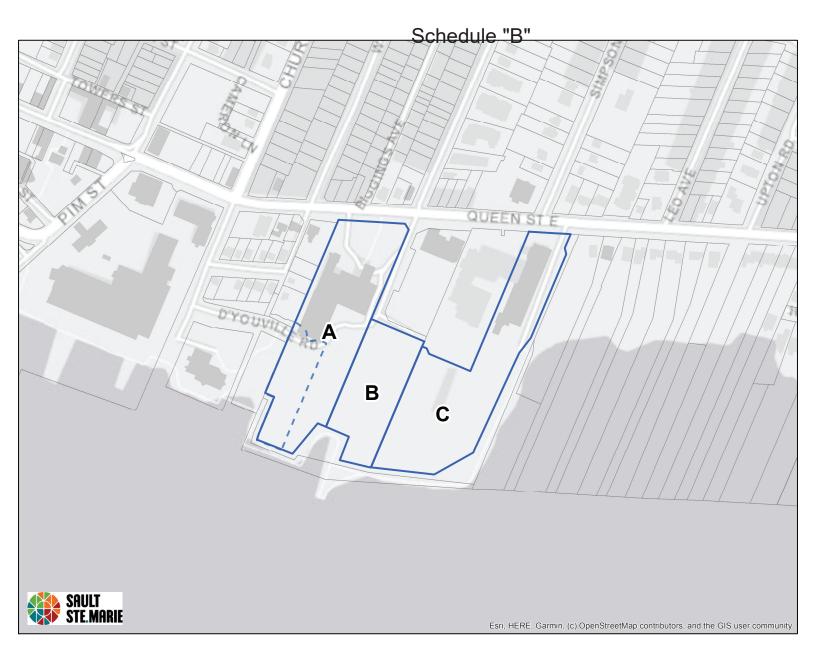
10 Lucy Terrace fronting on the south side of Queen Street East in the City of Sault Ste. Marie and legally described as PIN 31539-0148 (LT) PT LTS 15, 16, 17 & 18 PL 844 ST. MARY'S BEING PT 6 1R10494 EXCEPT PT 17 1R13068; CITY OF SAULT STE. MARIE (the "property").

### Owner: Leisure Meadows Community Living Inc.

941 Queen Street East fronting on the south side of Queen Street East in the City of Sault Ste. Marie and legally described as PIN 31539-0151 (LT) PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT OF PARK LT 18 CON 1, LT 19 CON 1 ST. MARY'S BEING PTS 15 & 16 1R10494 EXCEPT PT 18 1R13068; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 1R12959 AS IN AL143068; CITY OF SAULT STE. MARIE (the "property").

941 Queen Street East Water Lot on the south side of Queen Street East in the City of Sault Ste. Marie and legally described as PIN 31539-0153 (LT) PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST. MARY'S PT 18 1R10494 EXCEPT PT 19 1R13068; CITY OF SAULT STE. MARIE (the "property").

995 Queen Street East on the south side of Queen Street East in the City of Sault Ste. Marie and legally described as PIN 31539-0158 (LT) PT PK LT 15 CON 1 AND PT OF WATER LOT IN FRONT OF PK LT 15 CON 1 ST. MARY'S, PT PK LT 16 CON 1 AND PT WATER LOT IN FRONT OF PK LT 16 CON 1 ST. MARY'S BEING PTS 3,4,5,6,7,10 AND 11, 1R13068; SUBJECT TO AN EASEMENT OVER PT 6 1R13068 AS IN AL145388; SUBJECT TO AN EASEMENT OVER PTS 3 & 6 1R13068 AS IN AL145388; SUBJECT TO AN EASEMENT OVER PTS 3 & 6 1R13068 AS IN AL145388; SUBJECT TO AN EASEMENT OVER PTS 4 & 5 1R13068 AS IN AL145388; S/T AN EASEMENT IN GROSS OVER PT 4 1R13068 AS IN AL145394; T/W AN EASEMENT OVER PT 13 1R13068 AS IN AL145409; T/W AN EASEMENT OVER PT 14 1R13068 AS IN AL145413; CITY OF SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 1R13203 IN FAVOUR OF PART PARK LOTS 15 & 16 CON 1 AND PART WATER LOT IN FRONT OF PARK LOTS 15 & 16 CON 1 (ST. MARY'S), PART 1 PLAN 1R13068 AS IN AL164758 (the "property").



## Schedule "C" Old Hospital Area - Estimated TIEG Rebate Values

#### **Estimated Residential Unit Potential**

		Estimated # of Residential Units		Estimated Post-Development Assessment		Estimated Incremental Tax Increase in Year		
			Estimated # of Residential Units		Increase*		1 (Municipal Portion)	
Address	General Property Description	Area (Acres)	Medium Density (10 units per acre)	High Density (30 units per acre)	Medium Density	High Density	Medium Density	High Density
941 Queen St. East	Old General Hospital site (includes water lot)	5.65	56	169	\$7,603,232	\$22,945,468	\$134,600	\$406,203
10 Lucy Terrace	Parking lot south of Lucy Terrace and Front Street	2.64	26	79	\$3,530,072	\$10,725,988	\$62,493	\$189,882
995 Queen St. East	Old Plummer Hospital site and large parking lot	5.80	58	174	\$7,874,776	\$23,624,328	\$139,407	\$418,221
Combined	All properties combined	14.09	140	422	\$19,008,080	\$57,295,784	\$336,500	\$1,014,307

Variables	Value
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%
Average Increase Assessment per unit (MT Class)*	\$135,772.00

\*Note: This value is based on the average assessment increase per unit for properties granted the previous Rental CIP (MT tax class only)

		Summary	- Total Incremental	Tax Revenue Over	20 Years
		0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units
Total	Medium				
Incremental	Density	\$6,964,153.03	\$5,086,857.92	\$2,574,434.78	\$1,201,746.29
Tax Revenue					
Over 20 Years					
(after TIEG)	High Density	\$20,991,947.00	\$15,333,243.15	\$7,760,081.99	\$3,622,406.67

#### **TIEG Scenarios**

				Total Tax Rebates	
Address	General Property Description	Density	% Affordable Units	Over Full Length of	TIEG Length (Years)
				TIEG	
941 Queen St. East	Old General Hospital site (includes water lot)	Medium	0%	\$484,763	5
			30%	\$1,235,681	10
			70%	\$2,240,651	
			100%	\$2,789,726	19
		High	0%	\$1,462,946	5
			30%	\$3,729,110	
			70%	\$6,761,963	16
			100%	\$8,418,995	19
10 Lucy Terrace	Parking lot south of Lucy Terrace and Front Street	Medium	0%	\$225,069	5
			30%	\$573,709	
			70%	\$1,040,302	16
			100%	\$1,295,230	19
		High	0%	\$683,863	5
			30%	\$1,743,193	
			70%	\$3,160,918	16
			100%	\$3,935,506	19
995 Queen St. East	Old Plummer Hospital site and large parking lot	Medium	0%	\$502,076	5
			30%	\$1,279,813	10
			70%	\$2,320,674	16
			100%	\$2,889,359	19
		High	0%	\$1,506,229	5
			30%	\$3,839,438	10
			70%	\$6,962,022	16
			100%	\$8,668,077	

#### Schedule "C"

# 941 Queen St. East: Medium Density Scenario

Variables	Value
Estimated Number of New Residential Units	56
Estimated Assessment Increase	\$7,603,232
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

	Estimated	Incremental Tax	Municipal Tax Revenue after TIEG Rebate				
Post-Dev Year	Tax Rate	Increase (No TIEG)	0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units	
Year 1	0.01770299	\$134,599.94	\$0.00	\$0.00	\$0.00	\$0.00	
Year 2	0.01805705	\$137,291.94	\$0.00	\$0.00	\$0.00	\$0.00	
Year 3	0.018418191	\$140,037.78	\$35,009.44	\$0.00	\$0.00	\$0.00	
Year 4	0.018786555	\$142,838.53	\$71,419.27	\$0.00	\$0.00	\$0.00	
Year 5	0.019162286	\$145,695.30	\$109,271.48	\$0.00	\$0.00	\$0.00	
Year 6	0.019545531	\$148,609.21	\$148,609.21	\$0.00	\$0.00	\$0.00	
Year 7	0.019936442	\$151,581.39	\$151,581.39	\$0.00	\$0.00	\$0.00	
Year 8	0.020335171	\$154,613.02	\$154,613.02	\$38,653.26	\$0.00	\$0.00	
Year 9	0.020741874	\$157,705.28	\$157,705.28	\$78,852.64	\$0.00	\$0.00	
Year 10	0.021156712	\$160,859.39	\$160,859.39	\$120,644.54	\$0.00	\$0.00	
Year 11	0.021579846	\$164,076.58	\$164,076.58	\$164,076.58	\$0.00	\$0.00	
Year 12	0.022011443	\$167,358.11	\$167,358.11	\$167,358.11	\$0.00	\$0.00	
Year 13	0.022451672	\$170,705.27	\$170,705.27	\$170,705.27	\$0.00	\$0.00	
Year 14	0.022900705	\$174,119.37	\$174,119.37	\$174,119.37	\$43,529.84	\$0.00	
Year 15	0.023358719	\$177,601.76	\$177,601.76	\$177,601.76	\$88,800.88	\$0.00	
Year 16	0.023825894	\$181,153.80	\$181,153.80	\$181,153.80	\$135,865.35	\$0.00	
Year 17	0.024302412	\$184,776.87	\$184,776.87	\$184,776.87	\$184,776.87	\$46,194.22	
Year 18	0.02478846	\$188,472.41	\$188,472.41	\$188,472.41	\$188,472.41	\$94,236.21	
Year 19	0.025284229	\$192,241.86	\$192,241.86	\$192,241.86	\$192,241.86	\$144,181.39	
Year 20	0.025789914	\$196,086.70	\$196,086.70	\$196,086.70	\$196,086.70	\$196,086.70	
Total Incremental Tax Revenue Over 20 Years		\$3,270,424.52	\$2,785,661.21	\$2,034,743.17	\$1,029,773.91	\$480,698.51	
Total TIEG Rebates			\$484,763.30	\$1,235,681.35	\$2,240,650.60	\$2,789,726.00	

# 10 Lucy Terrace: Medium Density Scenario

Variables	Value
Estimated Number of New Residential Units	26
Estimated Assessment Increase	\$3,530,072
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

			٢	lunicipal Tax Reven	ue after TIEG Rebat	e
Post-Dev Year	Estimated Tax Rate	Incremental Tax Increase (No TIEG)	0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units
Year 1	0.01770299	\$62,492.83	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	0.01805705	\$63,742.69	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	0.018418191	\$65,017.54	\$16,254.38	\$0.00	\$0.00	\$0.00
Year 4	0.018786555	\$66,317.89	\$33,158.95	\$0.00	\$0.00	\$0.00
Year 5	0.019162286	\$67,644.25	\$50,733.19	\$0.00	\$0.00	\$0.00
Year 6	0.019545531	\$68,997.13	\$68,997.13	\$0.00	\$0.00	\$0.00
Year 7	0.019936442	\$70,377.08	\$70,377.08	\$0.00	\$0.00	\$0.00
Year 8	0.020335171	\$71,784.62	\$71,784.62	\$17,946.15	\$0.00	\$0.00
Year 9	0.020741874	\$73,220.31	\$73,220.31	\$36,610.15	\$0.00	\$0.00
Year 10	0.021156712	\$74,684.72	\$74,684.72	\$56,013.54	\$0.00	\$0.00
Year 11	0.021579846	\$76,178.41	\$76,178.41	\$76,178.41	\$0.00	\$0.00
Year 12	0.022011443	\$77,701.98	\$77,701.98	\$77,701.98	\$0.00	\$0.00
Year 13	0.022451672	\$79,256.02	\$79,256.02	\$79,256.02	\$0.00	\$0.00
Year 14	0.022900705	\$80,841.14	\$80,841.14	\$80,841.14	\$20,210.28	\$0.00
Year 15	0.023358719	\$82,457.96	\$82,457.96	\$82,457.96	\$41,228.98	\$0.00
Year 16	0.023825894	\$84,107.12	\$84,107.12	\$84,107.12	\$63,080.34	\$0.00
Year 17	0.024302412	\$85,789.26	\$85,789.26	\$85,789.26	\$85,789.26	\$21,447.32
Year 18	0.02478846	\$87,505.05	\$87,505.05	\$87,505.05	\$87,505.05	\$43,752.52
Year 19	0.025284229	\$89,255.15	\$89,255.15	\$89,255.15	\$89,255.15	\$66,941.36
Year 20	0.025789914	\$91,040.25	\$91,040.25	\$91,040.25	\$91,040.25	\$91,040.25
Total Incremental Tax Revenue Over 20 Years		\$1,518,411.38	\$1,293,342.71	\$944,702.18	\$478,109.32	\$223,181.45
Total TIEG Rebates			\$225,068.68	\$573,709.20	\$1,040,302.07	\$1,295,229.93

# 995 Queen St. East: Medium Density Scenario

Variables	Value
Estimated Number of New Residential Units	58
Estimated Assessment Increase	\$7,874,776
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

			Μ	lunicipal Tax Reven	ue after TIEG Rebat	e
Post-Dev Year	Estimated Tax Rate	Incremental Tax Increase (No TIEG)	0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units
Year 1	0.01770299	\$139,407.08	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	0.01805705	\$142,195.22	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	0.018418191	\$145,039.13	\$36,259.78	\$0.00	\$0.00	\$0.00
Year 4	0.018786555	\$147,939.91	\$73,969.95	\$0.00	\$0.00	\$0.00
Year 5	0.019162286	\$150,898.71	\$113,174.03	\$0.00	\$0.00	\$0.00
Year 6	0.019545531	\$153,916.68	\$153,916.68	\$0.00	\$0.00	\$0.00
Year 7	0.019936442	\$156,995.02	\$156,995.02	\$0.00	\$0.00	\$0.00
Year 8	0.020335171	\$160,134.92	\$160,134.92	\$40,033.73	\$0.00	\$0.00
Year 9	0.020741874	\$163,337.61	\$163,337.61	\$81,668.81	\$0.00	\$0.00
Year 10	0.021156712	\$166,604.37	\$166,604.37	\$124,953.27	\$0.00	\$0.00
Year 11	0.021579846	\$169,936.45	\$169,936.45	\$169,936.45	\$0.00	\$0.00
Year 12	0.022011443	\$173,335.18	\$173,335.18	\$173,335.18	\$0.00	\$0.00
Year 13	0.022451672	\$176,801.89	\$176,801.89	\$176,801.89	\$0.00	\$0.00
Year 14	0.022900705	\$180,337.92	\$180,337.92	\$180,337.92	\$45,084.48	\$0.00
Year 15	0.023358719	\$183,944.68	\$183,944.68	\$183,944.68	\$91,972.34	\$0.00
Year 16	0.023825894	\$187,623.58	\$187,623.58	\$187,623.58	\$140,717.68	\$0.00
Year 17	0.024302412	\$191,376.05	\$191,376.05	\$191,376.05	\$191,376.05	\$47,844.01
Year 18	0.02478846	\$195,203.57	\$195,203.57	\$195,203.57	\$195,203.57	\$97,601.78
Year 19	0.025284229	\$199,107.64	\$199,107.64	\$199,107.64	\$199,107.64	\$149,330.73
Year 20	0.025789914	\$203,089.79	\$203,089.79	\$203,089.79	\$203,089.79	\$203,089.79
Total Incremental Tax Revenue Over 20 Years		\$3,387,225.39	\$2,885,149.11	\$2,107,412.56	\$1,066,551.55	\$497,866.32
Total TIEG Rebates			\$502,076.28	\$1,279,812.83	\$2,320,673.84	\$2,889,359.08

# 941 Queen St. East: High Density Scenario

Variables	Value
Estimated Number of New Residential Units	169
Estimated Assessment Increase	\$22,945,468
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

	Estimated	Incremental	Municipal Tax Revenue after TIEG Rebate				
Post-Dev Year	Tax Rate	Tax Increase (No TIEG)	0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units	
Year 1	0.01770299	\$406,203.39	\$0.00	\$0.00	\$0.00	\$0.00	
Year 2	0.01770233	\$414,327.46	\$0.00	\$0.00	\$0.00	\$0.00	
Year 3	0.018418191	\$422,614.01	\$105,653.50	\$0.00	\$0.00	\$0.00	
Year 4	0.018786555	\$431,066.29	\$215,533.14	\$0.00	\$0.00	\$0.00	
Year 5	0.019162286	\$439,687.61	\$329,765.71	\$0.00	\$0.00	\$0.00	
Year 6	0.019545531	\$448,481.37	\$448,481.37	\$0.00	\$0.00	\$0.00	
Year 7	0.019936442	\$457,450.99	\$457,450.99	\$0.00	\$0.00	\$0.00	
Year 8	0.020335171	\$466,600.01	\$466,600.01	\$116,650.00	\$0.00	\$0.00	
Year 9	0.020741874	\$475,932.01	\$475,932.01	\$237,966.01	\$0.00	\$0.00	
Year 10	0.021156712	\$485,450.65	\$485,450.65	\$364,087.99	\$0.00	\$0.00	
Year 11	0.021579846	\$495,159.67	\$495,159.67	\$495,159.67	\$0.00	\$0.00	
Year 12	0.022011443	\$505,062.86	\$505,062.86	\$505,062.86	\$0.00	\$0.00	
Year 13	0.022451672	\$515,164.12	\$515,164.12	\$515,164.12	\$0.00	\$0.00	
Year 14	0.022900705	\$525,467.40	\$525,467.40	\$525,467.40	\$131,366.85	\$0.00	
Year 15	0.023358719	\$535,976.75	\$535,976.75	\$535,976.75	\$267,988.37	\$0.00	
Year 16	0.023825894	\$546,696.28	\$546,696.28	\$546,696.28	\$410,022.21	\$0.00	
Year 17	0.024302412	\$557,630.21	\$557,630.21	\$557,630.21	\$557,630.21	\$139,407.55	
Year 18	0.02478846	\$568,782.81	\$568,782.81	\$568,782.81	\$568,782.81	\$284,391.41	
Year 19	0.025284229	\$580,158.47	\$580,158.47	\$580,158.47	\$580,158.47	\$435,118.85	
Year 20	0.025789914	\$591,761.64	\$591,761.64	\$591,761.64	\$591,761.64	\$591,761.64	
Total Incremental Tax Revenue Over 20 Years		\$9,869,673.99	\$8,406,727.59	\$6,140,564.20	\$3,107,710.56	\$1,450,679.45	
Total TIEG Rebates			\$1,462,946.40	\$3,729,109.80	\$6,761,963.43	\$8,418,994.55	

# 10 Lucy Terrace: High Density Scenario

Variables	Value
Estimated Number of New Residential Units	79
Estimated Assessment Increase	\$10,725,988
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

Post-Dev Year	Estimated Tax Rate	Incremental Tax Increase (No TIEG)	Municipal Tax Revenue after TIEG Rebate			e
			0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units
Year 1	0.01770299	\$189,882.06	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	0.01805705	\$193,679.70	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	0.018418191	\$197,553.29	\$49,388.32	\$0.00	\$0.00	\$0.00
Year 4	0.018786555	\$201,504.36	\$100,752.18	\$0.00	\$0.00	\$0.00
Year 5	0.019162286	\$205,534.45	\$154,150.83	\$0.00	\$0.00	\$0.00
Year 6	0.019545531	\$209,645.14	\$209,645.14	\$0.00	\$0.00	\$0.00
Year 7	0.019936442	\$213,838.04	\$213,838.04	\$0.00	\$0.00	\$0.00
Year 8	0.020335171	\$218,114.80	\$218,114.80	\$54,528.70	\$0.00	\$0.00
Year 9	0.020741874	\$222,477.09	\$222,477.09	\$111,238.55	\$0.00	\$0.00
Year 10	0.021156712	\$226,926.64	\$226,926.64	\$170,194.98	\$0.00	\$0.00
Year 11	0.021579846	\$231,465.17	\$231,465.17	\$231,465.17	\$0.00	\$0.00
Year 12	0.022011443	\$236,094.47	\$236,094.47	\$236,094.47	\$0.00	\$0.00
Year 13	0.022451672	\$240,816.36	\$240,816.36	\$240,816.36	\$0.00	\$0.00
Year 14	0.022900705	\$245,632.69	\$245,632.69	\$245,632.69	\$61,408.17	\$0.00
Year 15	0.023358719	\$250,545.34	\$250,545.34	\$250,545.34	\$125,272.67	\$0.00
Year 16	0.023825894	\$255,556.25	\$255,556.25	\$255,556.25	\$191,667.19	\$0.00
Year 17	0.024302412	\$260,667.38	\$260,667.38	\$260,667.38	\$260,667.38	\$65,166.84
Year 18	0.02478846	\$265,880.72	\$265,880.72	\$265,880.72	\$265,880.72	\$132,940.36
Year 19	0.025284229	\$271,198.34	\$271,198.34	\$271,198.34	\$271,198.34	\$203,398.75
Year 20	0.025789914	\$276,622.30	\$276,622.30	\$276,622.30	\$276,622.30	\$276,622.30
Total Incremental Tax Revenue Over 20 Years		\$4,613,634.59	\$3,929,772.07	\$2,870,441.25	\$1,452,716.77	\$678,128.26
Total TIEG Rebates			\$683,862.52	\$1,743,193.34	\$3,160,917.82	\$3,935,506.33

# 995 Queen St. East: High Density Scenario

Variables	Value
Estimated Number of New Residential Units	174
Estimated Assessment Increase	\$23,624,328
2024 NT Tax Rate - Municipal Portion Only	0.01770299
Estimated Average Annual Increase in Taxes	2.0000%

	Estimated Tax Rate	Incremental	Municipal Tax Revenue after TIEG Rebate			e
Post-Dev Year		Tax Increase (No TIEG)	0% Affordable Units	30% Affordable Units	70% Affordable Units	100% Affordable Units
Year 1	0.01770299	\$418,221.24	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	0.01805705	\$426,585.67	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	0.018418191	\$435,117.38	\$108,779.35	\$0.00	\$0.00	\$0.00
Year 4	0.018786555	\$443,819.73	\$221,909.86	\$0.00	\$0.00	\$0.00
Year 5	0.019162286	\$452,696.12	\$339,522.09	\$0.00	\$0.00	\$0.00
Year 6	0.019545531	\$461,750.05	\$461,750.05	\$0.00	\$0.00	\$0.00
Year 7	0.019936442	\$470,985.05	\$470,985.05	\$0.00	\$0.00	\$0.00
Year 8	0.020335171	\$480,404.75	\$480,404.75	\$120,101.19	\$0.00	\$0.00
Year 9	0.020741874	\$490,012.84	\$490,012.84	\$245,006.42	\$0.00	\$0.00
Year 10	0.021156712	\$499,813.10	\$499,813.10	\$374,859.82	\$0.00	\$0.00
Year 11	0.021579846	\$509,809.36	\$509,809.36	\$509,809.36	\$0.00	\$0.00
Year 12	0.022011443	\$520,005.55	\$520,005.55	\$520,005.55	\$0.00	\$0.00
Year 13	0.022451672	\$530,405.66	\$530,405.66	\$530,405.66	\$0.00	\$0.00
Year 14	0.022900705	\$541,013.77	\$541,013.77	\$541,013.77	\$135,253.44	\$0.00
Year 15	0.023358719	\$551,834.05	\$551,834.05	\$551,834.05	\$275,917.02	\$0.00
Year 16	0.023825894	\$562,870.73	\$562,870.73	\$562,870.73	\$422,153.05	\$0.00
Year 17	0.024302412	\$574,128.14	\$574,128.14	\$574,128.14	\$574,128.14	\$143,532.04
Year 18	0.02478846	\$585,610.71	\$585,610.71	\$585,610.71	\$585,610.71	\$292,805.35
Year 19	0.025284229	\$597,322.92	\$597,322.92	\$597,322.92	\$597,322.92	\$447,992.19
Year 20	0.025789914	\$609,269.38	\$609,269.38	\$609,269.38	\$609,269.38	\$609,269.38
Total Incremental Tax Revenue Over 20 Years		\$10,161,676.18	\$8,655,447.34	\$6,322,237.69	\$3,199,654.66	\$1,493,598.96
Total TIEG Rebates			\$1,506,228.84	\$3,839,438.49	\$6,962,021.52	\$8,668,077.23

Schedule "D"



DRAFT

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

# **REQUEST FOR PROPOSAL**

# 2024CDE-03-P

# SALE OF PROPERTY FOR DEVELOPMENT – FORMER SAULT AREA HOSPITAL WATERFRONT SITE (995 AND 941 QUEEN STREET EAST)

CLOSING DATE AND TIME REQUIREMENTS:

<u>Submissions</u>, will be received delivered to City of Sault Ste. Marie no later than 4:00 p.m. local time on TBD, 2024.

October 1, 2024

**Request for Proposal** City of Sault Ste. Marie Sale of Property for Development – Former SAH Waterfront Site

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# SECTION 1

# 1. INFORMATION TO PROPONENTS

## 1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is accepting proposals from interested parties to acquire all or a portion of the former Sault Area Hospital site located at 995 and 941 Queen Street East (legal descriptions provided in Attachment A).

The request is seeking a proponent(s) to provide proposals with development plans for three parcels contained within the former Sault Area Hospital site for residential and/or commercial use.

## 1.2 Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in printed format (addressed as outlined below) until TBD 2024 at 4:00 p.m. local time (Eastern). Late submissions will not be accepted and may be returned upon request at the Proponent's expense.

**Printed submissions** must be sealed in an envelope or package properly marked as to contents ("**Proposal Submission – Former SAH Waterfront Site**", File **#2024CDE-03-P**") and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie Attn: Manager of Purchasing 99 Foster Drive – Level 2 Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to forty (40) pages, single sided including appendices; a Letter of Introduction; and required completed Form of Proposal (Section 3).

The Corporation reserves the right to reject any or all Proposals and the highest or any Proposal will not necessarily be accepted.

The Purchasing Contact Person for this RFP is Karen Marlow, Manager of Purchasing, email <u>k.marlow@cityssm.on.ca</u>

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol. During the period for Proposal preparation, any questions concerning this RFP are to be submitted to **Purchasing** by email at purchasing@cityssm.on.ca

### 1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date, if such a request is received by the City at <u>purchasing@cityssm.on.ca</u> prior to closing. However, the Proponent is solely responsible to ensure the re-submitted proposal is received as instructed no later than the stated closing time and date.

#### 1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

#### 1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Development experience of the proponent. Include relevant past experience on similar projects and professional experience;
- 2) Proposed development plan. Include Project understanding of scope, identify major work components with approach/steps to realize development, knowledge and comprehension of challenges and risks associated with the project. number of residential/commercial units to be developed, any additional value-added components.
- 3) Schedule. Include proposed development timeline and phases, critical milestones, requirements and phases of development
- 4) Offer Amount Amount the proponent is prepared to pay to acquire the parcel(s).

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

City of Sault Ste. Marie

Sale of Property for Development – Former SAH Waterfront Site

In order to be eligible to apply, proponents must be in good standing with the City of Sault Ste. Marie with no tax arrears or history with unresolved building code violations or charges.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final agreement of purchase and sale, terminate the proposal call or reject any and all proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent. Any agreement of purchase and sale is conditional upon the approval of the Council for the City.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.** 

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no legal recourse to the City of Sault Ste. Marie for its decision.

## 1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

A site visit is recommended prior to submitting for this requirement. Proponents will be deemed to have familiarized themselves with the space and location. **Contact** Brent Lamming, Deput CAO Community Development and Enterprise Services to schedule site visit, telephone 705-759-5314, email <u>b.lamming@cityssm.on.ca</u>

## 1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

#### 1.9 Schedule

- (A) Release of RFP: TBD, 2024
- (B) Question Close: TBD, 2024
- (C) Submission of Proposal: TBD (before 4:00 p.m. local time (Eastern)
- (D) Recommendation of Award: October 2024

Proponents are asked to designate one contact person to whom any additional information

2024CDE-03-P

City of Sault Ste. Marie Sale of Property for Development – Former SAH Waterfront Site deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

### 1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

## 1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

## 1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may be limited to written notification to all Proponents of the successful Proponent's name and address only. In submitting a Proposal, Proponents acknowledge and agree to this provision.

## 1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

#### 1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss

City of Sault Ste. Marie

Sale of Property for Development – Former SAH Waterfront Site

which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

#### 1.15 Agreement of Purchase and Sale

The successful Proponent will be required to enter into an agreement of purchase and sale with the City, containing terms that include but are not limited to those terms outlined in the RFP and proposal.

# **SECTION 2**

# 2. TERMS OF REFERENCE

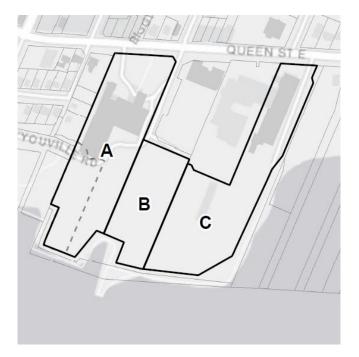
# 2.1 Introduction

The Corporation of the City of Sault Ste. Marie ("the City") is seeking Proposals from qualified Proponents to acquire and develop parcels of land of the former Sault Area Hospital waterfront site. This waterfront property offers tremendous potential for new residential and commercial development.

The City is offering the property in three parcels (details below) and is seeking developers with the financial capacity, track record and desire to undertake near-term development on each parcel. The zoning of the parcels is Riverfront Commercial which allows a combination of commercial and residential uses including multiple attached buildings and apartment buildings. The parcels' current Land Use designation is commercial which allows commercial and residential development. If the properties are used for housing developments or condominiums, a record of site condition will not be required.

Proponents are able to bid on a single parcel (A, B, or C) or multiple parcels.

The diagrams below provide an overview of the property:



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To provide further clarity, the City's desire for each parcel is as follows:

• Parcel A – Former General Hospital Site

The immediate goal of the City is to have the former General Hospital demolished in the immediate time frame. Proponents with a plan to demolish the building in the near term will receive additional points in the scoring criteria.

Post-demolition, the City is seeking proponents that have a plan to develop the site and submit building permits for construction of new residential/commercial units within a maximum of five years. Proponents with plans to develop new residential/commercial units in the near term will receive additional points in the scoring criteria.

• Parcel B – Waterfront Lot

This site presents an opportunity for waterfront residential/commercial development. Proponents with plans to develop new residential/commercial units in the near term will receive additional points in the scoring criteria

• Parcel C – Former Renal Building

The former Renal Building has potential to be re-developed to offer residential/commercial units. The City expectation is that re-development of this building would begin in the immediate term. This parcel also provides a significant portion of land on the waterfront. Proponents with plans to develop new residential/commercial units in the near term will receive additional points in the scoring criteria.

#### 2.2 Project Scope

The successful proponent will be responsible for entering into an agreement of purchase and sale with the City for the future development of the parcel(s).

The successful Proponent will operate in accordance with all applicable laws; and undertake development in an appropriate manner. The subject properties are located in an area under the jurisdiction of the Sault Ste. Marie Regional Conservation Authority with regard to the *O. Reg.176/06 Sault Ste. Marie Region Conservation Authority: Regulation of the Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.* A permit is required for any development on any of the subject properties.

City of Sault Ste. Marie

Sale of Property for Development – Former SAH Waterfront Site

The successful proponent will also need to work with SSM PUC as well as other utility providers to arrange appropriate utility services, easements or retirement of services as development plans are finalized.

#### 2.3 Structure of Agreement

The successful Proponent will be required to enter into an agreement of purchase and sale with the City. Such agreement will be conditional on it being approved by City Council.

#### 2.4 Minimum Qualifications

An important evaluation criterion will be demonstrated development experience of the proponent. Proposals shall include details of the experience of the company and past, successful projects. Proposals which do not demonstrate this level of experience will not be considered.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility. Proponents should be prepared to satisfy the City, upon request, that they possess the financial ability to support the development project proposed.

City of Sault Ste. Marie Sale of Property for Development – Former SAH Waterfront Site

# SECTON 3

## 3. SUBMISSION REQUIREMENTS

Your proposal should consider the following:

- 1. Company overview
- 2. Real estate development experience of the proponent
- 3. Proposed use of the parcel(s)
- 4. Project team experience and expertise
- 5. Number of residential/commercial units to be developed
- 6. Committed timeline for parcel(s) development
- 7. Any additional value-added components
- 8. Form of Proposal

**Company Overview** – Introducing your Company outlining information such as history, description of firm, real estate development experience of the proponent.

**Proposal Summary** – Key features of the Proposal. Proponents should outline their vision for the type of development they are proposing. Future tax assessment potential will be assessed by the City and considered within the scoring matrix.

**Project Team Experience and Expertise –** Detail skills, qualifications, and certifications of Proponent (Principals) and Key Staff for their proposed roles in the operation of the space as demonstrated in operations of a similar type, size and complexity. A description of the key members of the project team and relevant expertise.

**Major work components** – State anticipated project phases and approach to be utilized to realize the development vision. Outline knowledge and comprehension of challenges and risks associated with the project.

**Number of Residential/Commercial Units to be Developed** – Outline the number of residential/commercial units that will be committed to and any phases anticipated.

**Committed timeline for parcel(s) development –** Detail the anticipated timeline to realize the development of the parcel(s).

**Additional – Value Add** - Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

**Schedule of Prices** – Provide offer amount for each parcel proponent is prepared to acquire on form provided.

Form of Proposal - Complete and sign as indicated, and return as part of the Proposal submission

# **SECTION 3**

## 3. FORM OF PROPOSAL

#### Sale of Property for Development – Former SAH Waterfront Site

Ms. Karen Marlow Manager of Purchasing Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the highest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the preferred Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of Addenda #. \_\_\_\_\_ to #. \_\_\_\_\_ issued for this Proposal.

This **"Form of Proposal"** must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

SEAL

NAME OF FIRM

ADDRESS

CITY

SIGNING OFFICER SIGNATURE I have the authority to bind the Corporation

SIGNING OFFICER'S NAME (please print)

PRINCIPAL CONTACT EMAIL

DATE

**TELEPHONE NUMBER** 

POSTAL CODE

WITNESS' SIGNATURE (must be present if

Corporate Seal is not affixed to Form of Proposal)

2024CDE-03-P

#### Request for Proposal City of Sault Ste. Marie Sale of Property for Development – Former SAH Waterfront Site SECTION 5

# 5. APPENDICES

Plans/Drawings/Attachments

The following list of documents are provided as attachment(s) and form a part of the RFP document:

A – Legal Description of Properties

(To be added)

Schedule "E"



## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

#### BY-LAW 2024-142

**PROPERTY ACQUISITION**: A by-law to authorize the acquisition of property located at civic 941 Queen Street East, 941 Queen Street East Water Lot, and 995 Queen Street East (LEISURE MEADOWS COMMUNITY LIVING INC.).

**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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

#### 2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

#### 3. SCHEDULE "A"

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

#### 4. EFFECTIVE DATE

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

**PASSED** in open Council this 1<sup>st</sup> day of October, 2024.

#### MAYOR – MATTHEW SHOEMAKER

#### CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-142 Property Purchase - 941 Queen St. E., 941 Queen St. E. Water Lt, 995 Queen St. E. (LEISURE MEADOWS).docx

#### SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: LEISURE MEADOWS COMMUNITY LIVING INC. (or as otherwise directed)

ADDRESS: 941 Queen Street East

941 Queen Street East Water Lot

995 Queen Street East

#### LEGAL DESCRIPTION: PIN 31539-0151 (LT) PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT OF PARK LT 18 CON 1, LT 19 CON 1 ST. MARY'S BEING PTS 15 & 16 1R10494 EXCEPT PT 18 1R13068; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 1R12959 AS IN AL143068; CITY OF SAULT STE. MARIE

PIN 31539-0153 (LT) PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST. MARY'S PT 18 1R10494 EXCEPT PT 19 1R13068; CITY OF SAULT STE. MARIE

PIN 31539-0158 (LT) PT PK LT 15 CON 1 AND PT OF WATER LOT IN FRONT OF PK LT 15 CON 1 ST. MARY'S, PT PK LT 16 CON 1 AND PT WATER LOT IN FRONT OF PK LT 16 CON 1 ST. MARY'S BEING PTS 3,4,5,6,7,10 AND 11, 1R13068; SUBJECT TO AN EASEMENT OVER PT 6 1R13068 AS IN AL145388; SUBJECT TO AN EASEMENT OVER PTS 3 & 6 1R13068 AS IN AL145388; SUBJECT TO AN EASEMENT OVER PTS 4 & 5 1R13068 AS IN AL145388: S/T AN EASEMENT IN GROSS OVER PT 4 1R13068 AS IN AL145394; T/W AN EASEMENT OVER PT 13 1R13068 AS IN AL145409; T/W AN EASEMENT OVER PT 14 1R13068 AS IN AL145413: CITY OF SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PART 1. PLAN 1R13203 IN FAVOUR OF PART PARK LOTS 15 & 16 CON 1 AND PART WATER LOT IN FRONT OF PARK LOTS 15 & 16 CON 1 (ST. MARY'S), PART 1 PLAN 1R13068 AS IN AL164758

CONSIDERATION: Four Million Seven Hundred Fifty Thousand (CDN \$4,750,000) Dollars <u>Total</u> to complete <u>both</u> this transaction and related transaction as set out in By-law 2024-143, being a by-law to authorize the acquisition of property located at civic 10 Lucy Terrace from 1667271 Ontario Inc. (subject to usual adjustments)

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2024-143

**PROPERTY ACQUISITION**: A by-law to authorize the acquisition of property located at civic 10 Lucy Terrace (1667271 ONTARIO INC.).

**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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

#### 2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

#### 3. SCHEDULE "A"

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

#### 4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 1<sup>st</sup> day of October, 2024.

#### MAYOR – MATTHEW SHOEMAKER

## CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-143 Property Purchase - 10 Lucy Terrace (1667271 ONTARIO INC.).docx

## SCHEDULE "A"

- PURCHASER: The Corporation of the City of Sault Ste. Marie
- VENDOR: 1667271 ONTARIO INC. (or as otherwise directed)
- ADDRESS: 10 Lucy Terrace
- LEGAL DESCRIPTION: PIN 31539-0148 (LT) PT LTS 15, 16, 17 & 18 PL 844 ST. MARY'S BEING PT 6 1R10494 EXCEPT PT 17 1R13068; CITY OF SAULT STE. MARIE
- CONSIDERATION: Four Million Seven Hundred Fifty Thousand (CDN \$4,750,000) Dollars <u>Total</u> to complete <u>both</u> this transaction and related transaction as set out in By-law 2024-142, being a by-law to authorize the acquisition of property located at civic 941 Queen Street East, 941 Queen Street East Water Lot, and 995 Queen Street East from LEISURE MEADOWS COMMUNITY LIVING INC. (subject to usual adjustments)

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2024-135

**<u>ZONING</u>**: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 418 Fourth Line West (2707728 Ontario Inc. – Mario Palumbo – Crimson Ridge Golf Course).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

#### 1. <u>418 FOURTH LINE WEST; LOCATED ON THE NORTH SIDE OF</u> FOURTH LINE WEST, APPROXIMATELY 388 METRES WEST OF THE INTERSECTION OF FOURTH LINE AND BRULE ROAD; CHANGE FROM PR TO R1.S WITH A "SPECIAL EXCEPTION"

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 136/2-37 of Schedule "A" to By-law 2005-150, is changed from PR (Parks and Recreation) zone to R1.S (Estate Residential) zone with a "Special Exception".

#### 2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (439) and heading as follows:

#### "(439) - 418 Fourth Line West

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the on the north side of Fourth Line West, approximately 388 metres west of the intersection of Fourth Line and Brule Road and having civic no. 418 Fourth Line West and outlined and marked "Subject Property" on the map attached as Schedule 439 hereto is changed from PR (Parks and Recreation) zone to R1.S (Estate Residential) zone with a "Special Exception" to, in addition to those uses permitted in an R1.S zone:

- 1. Reduce the required minimum lot area from 0.4 hectares to 0.37 hectares;
- 2. The driveway between the edge of the road and the lot line must be paved with a hard surface, such as asphalt;

3. Development be connected to both municipal water and sewer services."

# 3. SCHEDULE "A"

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

## 4. **CERTIFICATE OF CONFORMITY**

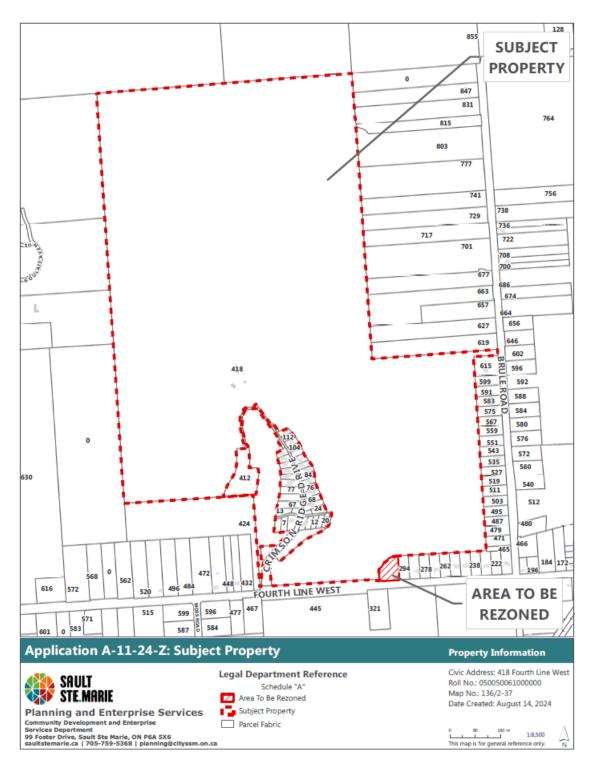
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 1st day of October, 2024.

# MAYOR – MATTHEW SHOEMAKER

# CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2024\Fourth Line West, 418 Crimson Ridge Golf Course\2024-135 Zoning.docx



# SCHEDULE "A" TO BY-LAW 2024-135 AND SCHEDULE 439 TO BY-LAW 2005-151

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2024-136

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the "OFC") to conduct and host Fire Service training and development in our municipality.

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

### 1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 01, 2024 between the City and His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the "OFC"), a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct and host Fire Service training and development in our municipality.

### 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 1<sup>st</sup> day of October, 2024.

# MAYOR – MATTHEW SHOEMAKER

# CITY CLERK – RACHEL TYCZINSKI

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### Schedule "A"

### **EMERGENCY SERVICES TRAINING AND REGISTRATION AGREEMENT in effect as of** *October 1, 2024*

### **BETWEEN:**

# The Corporation of the City of Sault Ste. Marie (the "City")

- and –

# His Majesty the King in Right of Ontario as represented by the Solicitor General operating through the Ontario Fire College (the "OFC")

### WHEREAS:

- The OFC is mandated in the *Fire Protection and Prevention Act, 1997*, as part of the Office of the Fire Marshal, to develop and provide training programs to improve practices relating to fire protection services;

- The City owns and operates a Facility suitable for training firefighters, including firefighters from other fire departments;

- Both Parties recognize that this Agreement promotes the Parties' shared interest and mandate in providing training, for the benefit of the citizens of Ontario;

- The City agrees to offer the Facility to the OFC at no charge to the OFC, based on the terms and conditions prescribed herein;

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### Part 1: <u>Definitions and Interpretation</u>

1.01 *Definitions* - In this Agreement, the following terms have the following meanings:

"Agreement" means the body of this Agreement, and any appendices attached hereto;

"**Course**" means a course offered by the OFC, as prescribed in the Course calendar in Appendix "A" herein;

"**Facility**" means the premises situated at 65 Old Garden River Rd. Sault Ste. Marie ON P6B 5A5, which is owned and operated by the City; or other locations within the City agreed to by the parties and can include Satellite sites which a MOU has been entered.

"**OFC Address**" and "**OFC Representative**" mean: 25 Morton Shulman, Toronto, Ontario, M3M 0B1

Attn: Jeff VanRybroeck, Assistant Deputy Fire Marshal Tel: 705-644-2260; Email: Jeff.VanRybroeck@ontario.ca; "Party" means the OFC or the City and "Parties" means both of them; and,

"City Address" and "City Representative" mean: Fire Chief

Attn: Peter Johnson The Corporation of the City of Sault Ste. Marie 705-949-3333 extension 2225; Email: p.johnson@cityssm.on.ca

1.02 *No indemnities created* - Notwithstanding anything else in this Agreement, any express or implied reference to the OFC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Government of Ontario, whether at the time of execution of the Agreement or at any time during the Term of the Agreement, is contrary to the Ontario *Financial Administration Act*, and shall be void and of no legal effect. Additionally, the City will not have any indemnification obligations to either OFC, its employees, contractors or agents and any third party.

1.03 *Entire Agreement* - This Agreement, including Appendix "A", embodies the entire agreement between the Parties with regard to the subject matter herein and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of the Agreement.

1.04 *Enforceability of Agreement* - If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 *Force Majeure* - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, shortage of water, power, labour disputes, strikes, lockouts, fire, flood, explosion and public health emergencies. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

1.06 *Notices* - Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery facsimile, or by email and shall be addressed to, respectively, the OFC Address to the attention of the OFC Representative and to the City Address to the attention of the City Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) business day after such notice is received by the other Party. In the event of

a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.07 *Changes By Written Amendment Only* – Except for Appendix "A" herein, any changes to this Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

# PART 2: <u>Delivery of Courses</u>

2.01 *Delivery of Courses* - The OFC agrees to offer one or more Courses at the Facility, in accordance with this Agreement. The Courses offered shall be from the list of courses contained in the OFC Annual Calendar, which is attached as Appendix "A", and which may be amended by the OFC from time to time, without prior notice.

2.02 *Criteria for Establishing Delivery of Courses* - The OFC shall solely determine, in its sole discretion, upon consultation with the City:

(a) Which Courses the OFC will offer at the Facility;

(b) Which instructor or instructors the OFC will use to offer the Course;

(c) Who will be eligible to register for a Course, and without limiting the generality of the foregoing, whether non-firefighters and non-City employees shall be eligible to register for a Course;

(d) In which locations in, or parts of the Facility a Course will be offered;

(e) What equipment and materials will be used by the OFC during the Course; and,

(f) At which times will a Course be offered.

2.03 *Inspection of Facility, etc.* - The OFC shall have the opportunity to inspect the Facility prior to the commencement of the Course to ensure the Facility is appropriate for its intended use. The City shall notify the OFC forthwith of any changes to the Facility, which in the City's sole opinion, may affect the offering of a Course.

2.04 *Fee* - The OFC shall charge the City a fee for each of their employees who are enrolled in a Course. The cost of 65 dollars (CAD) per employee per registered Course. This fee may be amended by the OFC from time to time, with reasonable notice to the City.

2.05 *Registration* - The OFC shall require the City to register any employee, who is enrolled in a Course, using the OFC's registration system.

2.06 *Cancellation of Course* - The OFC reserves the right to cancel a Course at any time, at its sole discretion, and without the OFC incurring any costs or being liable for any damages. The OFC shall make its best effort to provide the City with at least thirty (30) days' notice should a Course be cancelled.

2.07 *OFC Instructors* - The OFC will be responsible for the recruitment, screening (including criminal record and other background checks that the OFC may choose to conduct), selection and supervision of the OFC Instructors. The OFC shall ensure that the OFC Instructors are appropriately qualified, competent, and skilled to instruct the Courses.

2.08 *Workplace Safety and Insurance* - The OFC is part of the Ministry of the Solicitor General. This precludes any employee of the OFC from being construed to be employees or agents of the City. The OFC hereby confirms that it is registered with the Workplace Safety and Insurance Board ("WSIB") as a Schedule 2 Employer. As a Schedule 2 Employer, the OFC is self-insured for all related WSIB claims and is directly and solely responsible for the costs of its claims. For greater clarity, the parties recognize that for the purposes of the Workplace Safety Insurance Act, 1997, the OFC shall be responsible for any WSIB related claim for OFC Adjunct Instructors or any of its other employees.

# PART 3: Obligations and Authorities of City

3.01 *Obligations* - The City shall:

(a) Make its Facility available for each Course that is offered, in compliance with the requirements of the OFC as authorized and established herein;

(b) Ensure that the Facility is fit for the purpose of providing training as authorized herein, including by providing equipment and materials as directed by the OFC;

(c) Ensure that it obtains the written consent of the City's employees, prior to disclosing the Citys employees' personal information to the OFC for registration or any other authorized purposes; and,

(d) Ensure that the individual designated as the City Representative is available for the purpose of complying with the City's obligations as set out herein.

3.02 *Fee* - The City may set fees for any firefighter to attend the Course, who is not an employee of the City, provided such fees are reflective of the costs incurred by the City in providing the Course.

# PART 4: <u>Term and Termination</u>

4.01 *Term* - This Agreement shall commence on the date first written above and shall be for a three (3) year term. Unless terminated earlier in accordance with s. 4.02 of this Agreement, the Agreement will expire at the end of the three (3) year term.

4.02 *Termination* - This Agreement shall terminate upon one Party providing the other with thirty (30) days prior written notice.

# PART 5: <u>Confidentiality</u>

5.01 *Confidentiality of Information* – The Parties, including the OFC Instructors shall treat all information they receive from the other Party (including all written, recorded, electronic or oral information) as confidential, unless otherwise directed by the other Party.

5.02 *Freedom of Information Requests* – Both Parties acknowledge that they are subject to freedom of information legislation which governs the records that they have custody or control over. In the event that either of the Parties receives a freedom of information request for this Agreement or for the records that belong to the other Party and that have been shared pursuant to the Agreement, they shall forthwith notify the other Party. Both Parties agree to make every reasonable effort to assist the other Party in complying with its respective obligation under the applicable freedom of information legislation.

# PART 6: Insurance

6.01 *Insurance* - The OFC, as their sole cost and expense, will obtain and keep in full force and effect during the term of the agreement and any renewals thereof, the following forms of insurance with insurers licensed and approved to operate in the province of Ontario:

- Commercial General Liability insurance including premises and all operations in an amount of not less than five million dollars (\$5,000,000) for claims arising out of one occurrence, for third party bodily injury and property damage, products and completed operations, contractual liability, owners and contractors protective coverage, non owned automobile and contain a cross liability and severability of interests clause adding the City as additional protected person.
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property

The OFC's certificate of insurance form shall be completed by OFC's insurance broker or insurer and a copy of same, evidencing that the insurance requirements described above is in full force and effect shall be provided to the City within seven days of executing this Agreement.

It is further agreed that the OFC shall endeavour to not change, amend or cancel the policies specified herein unless the OFC has provided thirty (30) days prior written notice to the City and such change or amendment has been approved by the City.

# PART 7: <u>General</u>

7.01 *Parties Power to Contract* - The Parties represent and warrant that they have the full right and power to enter into this Agreement and there is no agreement with any other person or any law that would in any way interfere with the rights of the Parties under this Agreement.

7.02 *Representatives May Bind the Parties* - The Parties represent that their respective representatives have the authority to legally bind them.

7.03 *Parties Not a Partner or Employee of Each Other* - The Parties shall have no power or authority to bind one another or to assume or create any obligation or responsibility, express or implied, unless expressly set out in this Agreement. Neither Party shall hold itself out as an agent, partner or employee of the other Party. Nothing in this Agreement shall have the effect of creating an employment, or partnership relationship between the Parties (or any of the Parties directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors).

7.04 *No Subcontracting or Assignment* – Neither party shall subcontract or assign the whole or any part of this Agreement.

7.05 *Responsibility for employees, etc* - Both Parties agree that they are responsible for ensuring that their representatives, employees and agents are aware of the obligations of the Parties under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed the Agreement effective as of the date first above written:

# The Ontario Fire College

Signature: Name: Jeff VanRybroeck Title: Assistant Deputy Fire Marshal Date of Signature: I have authority to bind the OFC.

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

Signature: Name: Matthew Shoemaker Title: Mayor Date of Signature: I have authority to bind the City.

Signature: Name: Rachel Tyczinski Title: City Clerk Date of Signature: I have authority to bind the City.

# Appendix A

### Main Facility:

Sault Ste. Marie Regional Training Centre 65 Old Garden River Road, Sault Ste. Marie, Ontario

### **Remote Facilities:**

Canadian Bushplane Heritage Centre 50 Pim Street, Sault Ste. Marie, Ontario

AIM Recycling 997 Carpin Beach Road, Sault Ste. Marie, Ontario

Great Northern Road Sault Ste. Marie, Ontario Legal description PLW H739 Lot 60PT RCP RP

# Courses (including but not limited to):

NFPA 1001 Firefighter I Blended

NFPA 1521 Incident Safety Officer Blended

NFPA 1072 Hazardous Materials Operations

NFPA 1041 Instructor Level I Blended

NFPA 1021 Fire Officer Level I Blended

NFPA 1021 Fire Officer Level II Blended

NFPA 1002 Pump Operations Blended

NFPA 1006 Auto Extrication Blended

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2024-137

<u>AGREEMENT</u>: A by-law to authorize an agreement between the City and the Sault Ste. Marie Airport Development Corporation ("The Airport") for the provision of a Municipal Capital Facility at the Sault Ste. Marie Airport located at 475 Airport Road Unit 1, Sault Ste. Marie.

**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 a Municipal Capital Facility Agreement for The Airport, dated October 1, 2024, between the City and the Sault Ste. Marie Airport Development Corporation attached as Schedule "A" will be the Agreement hereto.

### 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 1<sup>st</sup> day of October, 2024.

### MAYOR – MATTHEW SHOEMAKER

# CITY CLERK – RACHEL TYCZINSKI

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# Schedule "A"

**THIS AGREEMENT** made this 1<sup>st</sup> day of October, 2024.

**BETWEEN:** 

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

- and –

# SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION

(hereinafter called the "Airport")

**WHEREAS** the Airport provides the public with airport facilities in the City of Sault Ste. Marie, located at 475 Airport Road, Unit 1. A portion of that property is for private use, and this agreement pertains to the public use portion only. Identified and attached as Schedule "A" is the public portion of the property to be designated a Municipal Capital Facility and is the area that operates as an existing public airport along with associated parking on the subject site which services the residents of the City;

**AND WHEREAS** subsection 110(1) of the *Municipal Act,* 2001, S.O. 2001, c.25, as amended (hereinafter called "the Act") provides that the Council of a municipality may enter into agreements for the provision of "municipal capital facilities" by any person and Ontario Regulation 603/06 provides that such an agreement can be entered into for a municipal capital facility used for the provision of facilities related to the provision of transportation systems and parking facilities ancillary to facilities describe in any paragraph 1 to 12 (s.2, para. 5 and 13 of O.Reg. 603/06);

**NOW THEREFORE** the parties hereto agree as follows:

- 1. This is an agreement for the provision of a municipal capital facility for a portion of the subject site by the City under s.110(1) of the *Act*,
- 2. The municipal capital facility is a transportation system and ancillary parking, known as the Sault Ste. Marie Airport, serving the public;
- The City shall cause its Clerk to give the necessary notice of the by-law permitting the City to enter into this agreement to the Minister of Finance as provided for in s.110(5) of the Act;
- 4. Upon the signing of this Agreement, the City shall pass a by-law under s.110(6) of the Act and s.6(1)(b) of O.Reg.603/06 exempting the Airport from taxation for municipal and school purposes for the lands and the municipal capital facilities thereon,
  - a. the attached description clarifies what areas are subject to this agreement and is marked as Schedule "A" hereto;

- 5. The City shall, upon the passing of the tax exemption by-law referred to above, cause its Clerk to give written notice of the contents of the by-law to the entities, as required under s. 110(8) of the *Act*;
- 6. If the lands are no longer used for the provision of a public airport for the benefit of the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If The Airport terminates this agreement between themselves and the City for use of the public, the tax benefits of this Agreement shall no longer be in force; and
- 7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

### MAYOR – MATTHEW SHOEMAKER

### CITY CLERK – RACHEL TYCZINSKI

# SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION

# FOR INFORMATION PURPOSES ONLY

### SCHEDULE "A"

Tenant Conservation Land/Sault Airport - 222 AC	As	ssessed Value 63,300	Tax Class E
Excess Commercial Land - 305AC In Use - Remaining 1294 AC Excess SSMADC		371,600 1,837,900	CU CT
SSMADC		806,700	CT
Navigation Canada		105,700	CT
MNR Hangar and Flight Simulator		3,819,000	СТ
Sault College Hangars		1,013,600	CT
Ted Satton, Dennis Catania		9,600	CT
JD Aero Hangars		4,251,800	СТ
Eagle Feather		211,700	СТ
Mara-Tech		109,100	СТ
Barziak Hangar		70,200	RT
MacWilliams Hangar		57,700	RT
Lawson Hangar		14,700	RT
Pratt Hangar		139,400	RT
SSM Rental T Hangar		441,300	RT
SSM Rental T Hangar		441,300	RT
Grodecki Hangar		219,400	RT
TOTAL		13,984,000	
Assessment for municipal capital facility agreement		2,644,600	
2023 tax rate Municipal & Education (before capping adjustments)	\$	0.03836232 101,452.99	(rural)
2024 tax rate Municipal & Education (before capping adjustments)	\$	0.03891082 102,903.55	

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

### BY-LAW 2024-138

**<u>TAXATION EXEMPTION</u>**: A by-law to provide for the partial taxation exemption for the Sault Ste. Marie Airport Development Corporation ("the Airport") as a Municipal Capital Facility.

**WHEREAS** subsection 110(1) of the *Municipal Act*, 2001, S.O. 2001, c.25 as amended, authorizes a local municipality to enter into a Municipal Capital Facilities agreement;

**AND WHEREAS** section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of a Municipal Capital Facility from taxes levied for municipal and school purposes;

**AND WHEREAS** section 6(1)(b) of O. Reg. 603/06 authorizes the said taxation exemption for municipal capital facilities only where the municipal council declares such municipal capital facilities for public use;

**AND WHEREAS** the agreement between The Corporation of the City of Sault Ste. Marie and the Sault Ste. Marie Airport Development Corporation dated October 1, 2024 declared parts of the Airport located at 475 Airport Road Unit 1 as a Municipal Capital Facility for the provision of a public airport facility and ancillary parking for the public;

**NOW THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

### 1. EXEMPTION FROM TAXATION

Parts of the lands in the City of Sault Ste. Marie known as the Sault Ste. Marie Airport Development Corporation, located at 475 Airport Road Unit 1, operating as a municipal airport along with associated parking on the Subject Site is exempted from taxation for municipal and school purposes for the lands and municipal capital facilities thereon.

### 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.

By-law 2024-138 Page 2

**PASSED** in open Council this 1<sup>st</sup> day of October, 2024.

# MAYOR – MATTHEW SHOEMAKER

# CITY CLERK – RACHEL TYCZINSKI

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# FOR INFORMATION PURPOSES ONLY

### SCHEDULE "A"

			Tax
Tenant	As	sessed Value	Class
Conservation Land/Sault Airport - 222 AC		63,300	E
Excess Commercial Land - 305AC In Use - Remaining 1294 AC Excess		371,600	CU
SSMADC		1,837,900	СТ
SSMADC		806,700	CT
Navigation Canada		105,700	CT
MNR Hangar and Flight Simulator		3,819,000	CT
Sault College Hangars		1,013,600	CT
Ted Satton, Dennis Catania		9,600	CT
JD Aero Hangars		4,251,800	CT
Eagle Feather		211,700	CT
Mara-Tech		109,100	CT
Barziak Hangar		70,200	RT
MacWilliams Hangar		57,700	RT
Lawson Hangar		14,700	RT
Pratt Hangar		139,400	RT
SSM Rental T Hangar		441,300	RT
SSM Rental T Hangar		441,300	RT
Grodecki Hangar		219,400	RT
TOTAL		13,984,000	
Assessment for municipal capital facility agreement		2,644,600	
2023 tax rate Municipal & Education (before capping adjustments)	\$	0.03836232 101,452.99	(rural)
	φ	101,432.33	
2024 tax rate Municipal & Education (before capping adjustments)	_	0.03891082	
	\$	102,903.55	

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2024-139

**<u>AGREEMENT</u>**: A by-law to authorize the execution of the Agreement between the City and Young Men's Christian Association, of Sault Ste. Marie to support costs related to the replacement of the boiler system at the YMCA.

**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 the Young Men's Christian Association, a copy of which is attached as Schedule "A" hereto. This Agreement is to support costs related to the replacement of the boiler system at the YMCA.

### 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 1<sup>st</sup> day of October, 2024.

# MAYOR - CHRISTIAN PROVENZANO

### CITY CLERK – RACHEL TYCZINSKI

tm

## SCHEDULE "A"

### This **CONDITIONAL CONTRIBUTION AGREEMENT** is made among:

### NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

## ("NOHFC")

### - and -

# YOUNG MEN'S CHRISTIAN ASSOCIATION, OF SAULT STE. MARIE

a not-for-profit corporation existing under the laws of Ontario

### ("YMCA")

- and -

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

a municipality existing under the laws of Ontario

### ("City of Sault Ste. Marie")

(YMCA and City of Sault Ste. Marie, as co-recipients, collectively the "Recipients", and each a "Recipient")

### Background:

NOHFC's objects include the promotion and stimulation of economic initiatives in Northern Ontario.

The YMCA has applied to NOHFC for funds to assist the Recipients in carrying out the Project.

NOHFC is willing to provide funds to the Recipients to assist the Recipients in carrying out the Project on the terms and conditions set forth herein.

### Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

### 1.0 INTERPRETATION AND DEFINITIONS

- 1.1 **Interpretation.** For the purposes of interpretation:
  - (a) words in the singular include the plural and vice-versa, and words in one gender include all genders;
  - (b) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;

- (c) any reference to dollars or currency shall be to Canadian dollars or currency;
- (d) the words "include", "includes", and "including" are used to indicate nonexclusive examples and not that the Parties intended such examples to be an exhaustive list;
- (e) any provision of this Agreement that states that NOHFC "may" do or agree to something, means that NOHFC may choose to do (or agree to) or to not do (or agree to) such thing in its sole discretion; and
- (f) in the event of a conflict between the main body of this Agreement and any schedule, the main body of this Agreement governs unless otherwise specified.
- 1.2 **Definitions.** In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this agreement, in respect of project number 7520205 and entered into among NOHFC and the Recipients, all of the following schedules, and any amending agreement entered into as provided in Section 14.2:

- (a) Schedule A Project Description;
- (b) Schedule B Project Budget; and
- (c) Schedule C Change Request Form.

"**Application Date**" means the date that the application for funding in respect of the Project was received by NOHFC, being May 4, 2023.

"**Business Day**" means a day other than: (a) a Saturday or Sunday; (b) any statutory holiday in the Province of Ontario; or (c) any other day on which the Province of Ontario has elected to be closed for business.

"**Change Request Form**" means the form attached as Schedule C, or such other form as NOHFC prescribes from time to time, in which the Recipients request to amend certain terms of this Agreement pursuant to Section 3.3.

"**Conflict of Interest**" means any circumstance that, in the opinion of NOHFC, constitutes a conflict of interest, including:

- in relation to the process of applying for funding for the Project, any circumstance where a Recipient (or any Related Party) has or could be perceived to have an unfair advantage, or engages in conduct, directly or indirectly, that could give it an unfair advantage over other applicants;
- (b) in relation to the performance of its obligations under this Agreement, any circumstance where a Recipient (or any person who has the capacity to influence a Recipient's decisions) has outside commitments, relationships, or financial interests that interfere with, or could be seen to interfere with, a Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both; and
- (c) any situation where a Related Party owns, is employed by, or otherwise has an interest in an organization (other than a Recipient's organization) that is carrying out work related to the Project.

"Effective Date" means the date on which this Agreement is signed by NOHFC.

"Eligible Project Costs" means the costs paid by the Recipient that are (a) incurred by the Recipient between the Application Date and the Project Completion Date; (b) in the opinion of NOHFC, reasonable and necessary for carrying out the Project; (c) limited to the cost categories and the amounts set out in the column captioned "Eligible Project Costs" in the Project Costs Chart, together with any explanatory notes thereto; and (d) net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

"Event of Default" has the meaning ascribed to it in Section 10.1.

"Excess Funds Amount" means the excess, if any, of X – Y where:

"X" is the amount of Funds provided to the Recipients under this Agreement; and

"Y" is the total Eligible Project Costs, multiplied by the Project Percentage.

"Funds" means the money NOHFC provides to the Recipients pursuant to this Agreement.

"Ineligible Project Costs" means all Project costs that are not Eligible Project Costs.

"**Maximum Funds**" means the maximum amount payable to the Recipient under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) \$237,148.

"**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming.

"**Party**" means either NOHFC or the Recipients (Recipient 1 and Recipient 2 collectively or alone, as the context requires), and "**Parties**" means NOHFC and the Recipients.

"Project" means the undertaking described in Schedule A.

"Project Budget" means the budget for the Project set out in Schedule B.

"Project Completion Date" has the meaning ascribed to it in Schedule A.

"Project Costs Chart" means the chart of Project costs set out in Section 1 of Schedule B.

"Project Funding Chart" means the chart of Project funding set out in Section 2 of Schedule B.

"Project Location" means the location of the Project specified in Section 2 of Schedule A.

"**Project Percentage**" means the maximum percentage of Eligible Project Costs reimbursable by NOHFC under this Agreement, as set out in Section 2 of Schedule B and as may be adjusted from time to time by NOHFC pursuant to Section 4.1(d).

"**Project Plan**" means the milestones and timelines for the Project set forth in Section 3 of Schedule A.

"**Project Report**" means a written report on the Project, duly executed by the Recipients in the form specified by (and in substance satisfactory to) NOHFC.

"**Public Entity**" means any "public entity" as defined in the *Financial Administration Act* (Ontario).

"**Related Party**" includes any shareholder, director, officer, or employee of a Recipient, any individual related by blood, adoption, or marriage to any such person (each of the foregoing, a "**Person**"), or any other person not dealing at arms' length (as such term is defined in the *Income Tax Act* (Canada)) with any such Person.

"**Reports**" means the reports described in Article 6.0 and any other reports requested by NOHFC.

"**Request for Funds**" means a request for Funds duly executed by the Recipients in the form specified by (and in substance satisfactory to) NOHFC.

### 2.0 <u>THE PROJECT</u>

- 2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date that is three years after the Project Completion Date, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.
- 2.2 **Project Completion.** The Recipients shall carry out and complete the Project:
  - (a) by the Project Completion Date; and
  - (b) in accordance with the Project Budget,

and otherwise in accordance with the terms and conditions of this Agreement.

- 2.3 **Project Costs.** Whenever a Recipient acquires goods or services to be claimed as Eligible Project Costs, it shall do so through a process that promotes the best value for money. If the Recipients are selecting third-party contractors from which to acquire goods or services to be claimed as Eligible Project Costs in an amount greater than \$25,000, a competitive process must be used, including a written request for at least three submissions, written evaluation of submissions received and a written agreement with the successful contractor. Notwithstanding the foregoing, NOHFC may consent in writing to a non-competitive process over \$25,000 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it. NOHFC consents to the Recipients' single-sourcing of Henderson Heating and Cooling for the Project.
- 2.4 **Conflict of Interest.** The Recipients shall carry out the Project and use the Funds in a manner that avoids any actual, potential, or perceived Conflict of Interest, except as disclosed to and expressly approved by NOHFC in writing. The Recipients shall promptly disclose to NOHFC any circumstances that a reasonable person would interpret as being a Conflict of Interest, and comply with any terms and conditions that NOHFC may require as a result of such disclosure.
- 2.5 **Movement and Disposal of Assets.** Except with NOHFC's prior written consent and subject to and without limiting the other terms and conditions of this Agreement, the Recipients shall not, from the Effective Date until the date that is three years after the Project Completion Date,

sell, lease, or otherwise dispose of, or store or move to any location outside of Northern Ontario, any asset purchased, improved, or created, in whole or in part, with the Funds, or for which Funds were provided, in whole or in part, provided that the Recipients may sell, lease, or dispose of assets having an aggregate purchase cost not in excess of \$10,000 to the extent such sale, lease, or disposal is not otherwise prohibited by this Agreement.

2.6 **Buildings and Facilities.** Except with NOHFC's prior written consent, from the Effective Date until the date that is three years after the Project Completion Date, each Recipient shall continue to own or continue to lease (as applicable) all buildings, facilities, or land purchased, constructed, or improved, in whole or in part, with the Funds, or for which, in whole or in part, Funds were provided.

### 2.7 **Publicity.**

- (a) Unless otherwise directed by NOHFC, the Recipients shall, in a form and manner approved by NOHFC, acknowledge the support of NOHFC in all publications of any kind (including digital), relating to the Project.
- (b) In order to acknowledge NOHFC's support for the Project, at NOHFC's request, the Recipients shall:
  - (i) install and maintain in good condition one or more signs or plaques supplied by NOHFC in conspicuous and visually unobstructed locations near the Project as approved by NOHFC; and/or
  - (ii) display NOHFC's visual identity digitally, in a format and manner approved by NOHFC.
- (c) The Recipients shall indicate in all of their Project-related publications, whether written, oral, visual, digital, or otherwise, that the views expressed in the publication are the views of the Recipients and do not necessarily reflect those of NOHFC or the Government of Ontario.
- 2.8 **Project Use**: The Recipient shall:
  - (a) use the Facility as defined in Schedule "A" as a recreational facility for the community that promotes healthy lifestyles (the "**Project Use**") for a period of three years after the Project Completion Date;
  - (b) not make any changes to the Project Use without the prior written consent of NOHFC; and
  - (c) notify NOHFC promptly if the Recipient becomes aware of any material change to the Project Use.

### 3.0 <u>CHANGES</u>

3.1 **No Changes.** The Recipients shall not make any changes to the Project, the Project Budget, or the Project Plan without the prior written consent of NOHFC.

- 3.2 **Notification.** The Recipients shall notify NOHFC promptly if a Recipient becomes aware of any actual or potential changes as described in Section 3.1, or of any event that could reasonably be expected to affect the Recipients' ability to complete the Project in accordance with this Agreement.
- 3.3 **Change Requests.** In the event the Recipients:
  - (a) wish to amend the Project Plan; and/or
  - (b) wish to amend any portion of the Project Budget;

the Recipients shall submit a Change Request Form (with the appropriate section(s) completed) to NOHFC. NOHFC may approve or reject all or part of any such change request. If a Change Request Form is executed by both NOHFC and the Recipients, this Agreement shall be amended as set forth therein. Any other amendments to this Agreement must be made in accordance with Section 14.2.

### 4.0 FUNDS AND PAYMENT

### 4.1 **Payment of Funds.**

- (a) Subject to the terms and conditions of this Agreement, NOHFC shall:
  - (i) provide Funds to reimburse the Recipients for Eligible Project Costs in an amount that is equal to the Project Percentage of Eligible Project Costs, up to the aggregate limit of the Maximum Funds; and
  - (ii) provide such Funds by issuing a cheque in a Recipient's name or depositing the Funds electronically into an account designated by the Recipients in writing, provided that the account resides at a Canadian financial institution and is in the name of a Recipient.
- (b) NOHFC shall have no obligation to provide any disbursement of Funds to a Recipient until the Recipients have submitted the following (in form and substance satisfactory to NOHFC):
  - (i) a completed Request for Funds;
  - copies of all invoices and/or such other documentation satisfactory to NOHFC evidencing costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds; and
  - (iii) copies of cancelled cheques and/or such other documentation satisfactory to NOHFC evidencing payment by a Recipient of the Eligible Project Costs claimed in the submitted Request for Funds.
- (c) NOHFC may provide Funds to a Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to a Recipient in advance pursuant to this Section 4.1(c), the Recipient shall spend such Funds solely on Eligible Project Costs, and NOHFC shall not make any further disbursement of Funds until the Recipients have (in addition to satisfying all other necessary requirements under this Agreement)

submitted evidence satisfactory to NOHFC that the Funds so provided pursuant to this Section 4.1(c) have been spent solely on Eligible Project Costs.

(d) If the total Eligible Project Costs are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may vary the Project Percentage to permit an aggregate disbursement of Funds of up to the maximum set forth in clause (b) of the definition of Maximum Funds.

### 4.2 Limitations on Funding.

- (a) NOHFC shall hold back a portion of the total Funds payable to the Recipients hereunder equal to 10% of the Maximum Funds, to be released to the Recipients only after all of the following have occurred:
  - (i) receipt by NOHFC of all Reports required to date under the Agreement, including the final Project Report required pursuant to Section 6.1(a), following the completion of the Project in accordance with this Agreement; and
  - (ii) receipt by NOHFC of the final Request for Funds for the Project in accordance with Section 4.1(b)(i).
- (b) The Recipients shall promptly notify NOHFC if any funds are received for the Project from sources not shown in the Project Funding Chart or in amounts that exceed the amounts set out in the Project Funding Chart. In any such case, NOHFC may reduce the Maximum Funds by, or demand the repayment of, an amount equal to any such additional funds, or vary the Project Percentage accordingly.
- (c) If any Excess Funds Amount exists at any time, NOHFC may:
  - (i) deduct an amount equal to the Excess Funds Amount from any further disbursement of Funds; or
  - (ii) demand the repayment of such Excess Funds Amount.
- 4.3 **Conditions Precedent to Funding.** NOHFC's obligation to provide Funds to the Recipients is subject to the satisfaction of the following conditions precedent (each in form and substance satisfactory to NOHFC):
  - (a) NOHFC shall have received any information it may require to conduct a due diligence review of the Recipients and the Project, and NOHFC shall have completed and been satisfied with such review;
  - (b) the Recipients shall have provided written evidence that the funds from all other sources set out in the Project Funding Chart have been committed;
  - (c) the Recipients shall have provided all insurance certificates or other documents required pursuant to Article 8.0;
  - (d) the Recipients shall have provided a completed electronic funds transfer information form enabling NOHFC to electronically transfer Funds into a bank account belonging to one or both of the Recipients;

- (e) the Recipients shall have delivered all Reports required to date;
- (f) the Recipients shall have provided resolutions of the City of Sault Ste. Marie confirming support for the Project and confirming its lease for the Facility; and
- (g) the Recipients shall have provided a copy of an assignment of lease agreement, assigning the lease for the Facility from the City of Sault Ste. Marie to the YMCA.

### 5.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 **General.** Each Recipient represents, warrants, and covenants that:
  - (a) it is, and shall continue to be during the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
  - (b) it has, and shall continue to have during the term of this Agreement, the experience and expertise necessary to carry out the Project;
  - (c) any information provided in, or in support of, the application to NOHFC for funding in respect of the Project (including information relating to any eligibility requirements) was true and complete at the time provided, and shall continue to be true and complete in all material respects for the term of this Agreement, except as set out to the contrary in this Agreement;
  - (d) it is not in default, and shall continue to not be in default, of any term, condition, or obligation under any agreement with NOHFC, His Majesty the King in right of Ontario, or any other Public Entity;
  - (e) it is, and shall at all times be, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licences, permits, codes, regulations, or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, rules, or decrees of any governmental authority or arbitrator that is legally binding at the time (including obtaining, at its own expense, all permits, licences, approvals, and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement), as well as all industry standards applicable to any aspect of such Recipient's operations or the Project;
  - (f) it operates, and shall continue to operate during the term of this Agreement, its business in Northern Ontario;
  - (g) it has, and shall maintain, the insurance required under Article 8.0; and
  - (h) no Conflict of Interest exists, except as disclosed to and expressly approved by NOHFC in writing.
- 5.2 **Execution of Agreement.** Each Recipient represents and warrants that:
  - (a) it has the full power, authority, and capacity to enter into this Agreement; and
  - (b) it has taken all necessary actions (if any) to authorize the execution and delivery of this Agreement.

- 5.3 **Governance.** Each Recipient represents, warrants, and covenants that it has, shall maintain and shall follow during the term of this Agreement:
  - (a) a code of conduct and ethical responsibilities for all persons at all levels of such Recipient's organization;
  - (b) procedures to ensure such Recipient's ongoing effective functioning;
  - (c) decision-making mechanisms;
  - (d) procedures to manage the Funds prudently and effectively;
  - (e) procedures to enable the successful completion of the Project;
  - (f) procedures to identify risks to the completion of the Project and strategies to address the identified risks, in each case in a timely manner;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement; and
  - (h) procedures to address such other matters as such Recipient considers necessary to ensure that such Recipient carries out its obligations under this Agreement.

### 6.0 **REPORTING, ACCOUNTING, AND REVIEW**

- 6.1 **Reporting.** The Recipients shall prepare and provide to NOHFC (in form and substance satisfactory to NOHFC):
  - (a) within 90 days after the Project Completion Date, a completed and duly executed final Project Report, together with a final Request for Funds;
  - (b) if the Project has not yet been completed, within 60 days after each anniversary of the Effective Date, a completed and duly executed interim Project Report reporting on the status of the Project; and
  - (c) any other information, including accounts, data, and projections, or other Reports as NOHFC may request from time to time, within the timelines set out by NOHFC.
- 6.2 **Record Maintenance.** The Recipients shall keep and maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices and evidence of payment) relating to this Agreement, Eligible Project Costs, the Funds, or the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipients.
- 6.3 **Records Review.** NOHFC may, upon 24 hours' notice to the Recipients and during normal business hours, enter upon any Recipient's premises to conduct an audit or investigation of any Recipient regarding the Recipient's compliance with the Agreement, including assessing: (a) its books and financial records, including the records referred to in Section 6.2; (b) its affairs, finances, and accounts; (c) the progress of the Project; (d) the Recipient's allocation and expenditure of the Funds; or (e) any representation or warranty made to NOHFC.

- 6.4 Cooperation. Each Recipient shall, on request by NOHFC: (a) provide NOHFC access to all of its records and documents associated with this Agreement or the Project, wherever located; (b) permit NOHFC to inspect, and assist NOHFC to copy and remove, such records and documents; (c) provide any information to NOHFC that NOHFC may identify, in any form requested; and (d) carry out any activities that NOHFC requests in connection with this Article 6.0.
- 6.5 **No Control of Records.** For clarity, no provision of this Agreement shall be construed as giving NOHFC any control whatsoever over the Recipients' records.
- 6.6 **Auditor General.** NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 6.7 **Audit Report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any information submitted to NOHFC and a Recipient's financial records and books of account, NOHFC or the Auditor General may request, and the Recipients shall provide at their own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General, as applicable, in form and content and address:
  - (a) Funds received to date;
  - (b) Eligible Project Costs incurred by the Recipients to date;
  - (c) whether Eligible Project Costs that have been claimed were incurred in accordance with the Project and this Agreement; and
  - (d) any other financial information pertaining to this Agreement as may be reasonably specified in the request.

### 7.0 <u>INDEMNITY</u>

7.1 **Indemnification.** Each Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement.

### 8.0 INSURANCE

- 8.1 **Recipients' Insurance.** Each Recipient represents, warrants and covenants that it has, and shall maintain until the final disbursement of Funds is made under this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent), and comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, which commercial general liability policy shall include the following:
  - (a) coverage on an occurrence basis;

- (b) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipients' obligations under, or otherwise in connection with, this Agreement;
- (c) a cross-liability clause;
- (d) contractual liability coverage; and
- (e) at least 30-days' written notice of cancellation or material change.
- 8.2 **Proof of Insurance.** Each Recipient shall, in accordance with Section 4.3(c) and as NOHFC may otherwise request, provide NOHFC with certificates of insurance, or other proof as NOHFC may require, that confirms the insurance coverage required by Section 8.1. Further, upon the request of NOHFC, each Recipient shall make available to NOHFC a copy of each insurance policy that relates to the Project or otherwise to this Agreement, or both.
- 8.3 **Third Party Insurance.** Each Recipient shall ensure that any subcontractors retained to perform any part or parts of the Project shall have insurance in place that is: (a) appropriate to the Project risks; and (b) consistent with commercial practice in the subcontractor's industry.

### 9.0 TERMINATION ON NOTICE

- 9.1 **Termination on Notice.** NOHFC may terminate this Agreement at any time, for any reason and without liability, penalty, or costs, upon giving at least 30 days' notice to the Recipients.
- 9.2 **Consequences of Termination.** If NOHFC terminates this Agreement pursuant to Section 9.1, NOHFC may take one or more of the following actions:
  - (a) cancel further disbursements of Funds;
  - (b) demand and require the repayment of any Funds remaining in the possession or under the control of the Recipients; and
  - (c) determine the Recipients' reasonable costs to wind down the Project, and do either or both of the following:
    - (i) permit the Recipients to offset such costs against the amount owing pursuant to Section 9.2(b); and/or
    - (ii) provide Funds to the Recipients to cover some or all of such costs.

### 10.0 EVENT OF DEFAULT AND CORRECTIVE ACTION

- 10.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":
  - (a) in the opinion of NOHFC, any Recipient has provided false or misleading information to NOHFC;
  - (b) any representation or warranty provided to NOHFC (herein or otherwise) by or on behalf

of any Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

- (c) in the opinion of NOHFC, any Recipient breaches any covenant, or any other term or condition of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement, without the prior written consent of NOHFC:
  - (i) carry out and complete the Project by the Project Completion Date;
  - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
  - (iii) use or spend Funds; and/or
  - (iv) provide Reports;
- (d) the nature or location of any Recipient's operations, any Recipient's financial condition, or any Recipient's organizational structure changes such that such Recipient no longer meets one or more of the applicable eligibility requirements of the program under which it was approved for NOHFC funding;
- (e) any Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, files for the appointment of a receiver, or applies to take the benefit of any statute for the relief of debtors;
- (f) if any bankruptcy, reorganization, arrangement, or other insolvency proceeding under any statute for the relief of debtors is instituted in respect of any Recipient and is consented to by such Recipient, or, if contested by such Recipient, is not dismissed within 30 days;
- (g) any Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC, His Majesty the King in right of Ontario or any other Public Entity, or any Recipient experiences an event of default under any such agreement, and such failure or event of default continues after the applicable notice and cure period, if any, and is continuing;
- (h) any Recipient ceases to operate in Northern Ontario; or
- (i) a Conflict of Interest exists that cannot be resolved to NOHFC's satisfaction.
- 10.2 **Corrective Action.** If an Event of Default has occurred and is continuing, NOHFC may, at any time, take one or more of the following actions:
  - (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the Maximum Funds or the Project Percentage;
- (d) cancel all further disbursements of Funds;

- (e) demand the repayment of any Funds remaining in the possession or under the control of any Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipients used for purposes not agreed to by NOHFC;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipients;
- (h) demand payment to NOHFC of an amount equal to any costs NOHFC incurs to enforce its rights under this Agreement, including any costs associated with any audit, inspection, or collection hereunder, and any other legal or professional costs;
- (i) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (j) exercise any other rights or remedies available to NOHFC under this Agreement or applicable laws,

provided that, upon the occurrence of an Event of Default under Section 10.1(e) or 10.1(f), NOHFC's obligation to make any further payment of Funds shall immediately terminate, all Funds provided by NOHFC shall be deemed to have been demanded for repayment pursuant to Section 10.2(g), and such Funds shall immediately become due and payable, automatically and without any notice, demand, or act by NOHFC, all of which are expressly waived by the Recipients.

- 10.3 **Opportunity to Remedy.** Without prejudicing its rights under Section 10.2, NOHFC may provide the Recipients an opportunity to remedy the Event of Default by providing notice to the Recipients of:
  - (a) the particulars of the Event of Default;
  - (b) the period of time that NOHFC is providing for the Recipients to remedy the Event of Default; and
  - (c) any conditions that NOHFC imposes in order to be satisfied that the Recipients have remedied the Event of Default.
- 10.4 **Recipients Not Remedying.** If NOHFC has provided the Recipients with an opportunity to remedy the Event of Default pursuant to Section 10.3 and:
  - (a) the Recipients do not remedy the Event of Default to NOHFC's satisfaction within the time period specified in the notice;
  - (b) NOHFC determines that the Recipients cannot satisfactorily remedy the Event of Default within the time period specified in the notice or such further period of time as NOHFC considers reasonable; or
  - (c) the Recipients are not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC;

then NOHFC may immediately initiate any one or more of the actions provided for in

Section 10.2.

### 11.0 REPAYMENT AND SET OFF

- 11.1 **Debt Due.** If a Recipient owes any monies to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipients, and the Recipients shall pay such amount to NOHFC immediately (unless NOHFC directs otherwise) by cheque payable to "Northern Ontario Heritage Fund Corporation", mailed to NOHFC at the address provided in Section 13.1.
- 11.2 **Interest Rate.** NOHFC may charge the Recipients interest on any monies owing to NOHFC by a Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 11.3 **Set Off.** Without limiting the application of any applicable laws, if a Recipient is indebted to NOHFC, His Majesty the King in right of Ontario, or any Public Entity (under this or any other agreement between them), NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipients under this Agreement and to reduce the total amount of Funds payable to the Recipients by such amount.

### 12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENTS

- 12.1 **Amounts Owing by Recipients and Subcontractors.** Each Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with this Agreement.
- 12.2 **NOHFC's Right to Pay Amounts Due and Unpaid by Recipients or Subcontractors.** In the event a Recipient or any of its subcontractors fails to pay when due all amounts required to be paid by it or its subcontractors to complete the Project in accordance with this Agreement, NOHFC shall have the right, but for greater certainty, no obligation (and in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity), to pay any such amount due and unpaid by a Recipient or its subcontractors and to deduct such amount from any amount due and owing to the Recipients pursuant to this Agreement, together with all costs incurred by NOHFC in connection therewith, or to demand the repayment of such amount from the Recipients together with all costs incurred by NOHFC in connection therewith.

### 13.0 <u>NOTICE</u>

13.1 **Notice in Writing and Addressed.** Any notice given under this Agreement shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or e-mail, and shall be addressed to NOHFC and the Recipients, respectively, as follows, or as any Party later designates to the other by notice:

### To NOHFC:

### To the Recipients:

E-mail: don.ferguson@ssmymca.ca

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Northern Ontario Heritage Fund Corporation<br/>70 Foster Drive, Suite 200Young Men's Christian Association, of<br/>Sault Ste. Marie & The Corporation of<br/>the City of Sault Ste. Marie<br/>235 McNabb StreetAttention: Executive DirectorYoung Men's Christian Association, of<br/>Sault Ste. Marie & The Corporation of<br/>the City of Sault Ste. Marie<br/>235 McNabb Street<br/>Sault Ste. Marie, Ontario P6B 1Y3Fax: 705-945-6701<br/>E-mail:<br/>NOHFC.FinancialServicesUnit@ontario.caAttention: Don Ferguson<br/>Fax: n/a

- 13.2 **Notice.** Any notice given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof; provided that if any such day is not a Business Day, on the first Business Day thereafter. Any notice given by electronic means on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following transmission.
- 13.3 **Postal Disruption.** Despite Section 13.2, following the occurrence and during the continuation of a postal disruption:
  - (a) notice by registered mail shall not be deemed to be given or received; and
  - (b) the Party giving notice shall give notice by e-mail, personal delivery, courier, or fax.

### 14.0 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

- 14.1 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations, understandings, and agreements regarding such subject matter.
- 14.2 **Modification of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.3 **Consent.** Wherever the consent of NOHFC is referenced in this Agreement, the decision to provide (or not provide) such consent shall be at NOHFC's sole discretion, and NOHFC's consent may be given subject to the satisfaction of any terms and conditions specified by NOHFC (including the recovery of Funds provided to the Recipients).
- 14.4 **Waivers in Writing.** The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by a Recipient shall not operate as a waiver or release thereof, or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective, and shall be limited only to the specific breach waived.

### 15.0 ASSIGNMENT

15.1 **No Assignment.** The rights and obligations of the Recipients under this Agreement are not

assignable to any other person without the prior written consent of NOHFC, which NOHFC may provide or withhold. The rights and obligations of NOHFC under this Agreement may be assigned by NOHFC without the prior consent of the Recipients, and NOHFC shall, to the extent of the interest assigned, be released from its obligations under this Agreement but in any event shall continue to be entitled to the benefits of Article 7.0.

15.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

### 16.0 ACKNOWLEDGEMENTS

- 16.1 **Acknowledgements.** Each Recipient acknowledges that:
  - (a) NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act;
  - (b) by receiving the Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
  - (c) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
  - (d) the Funds are:
    - (i) to assist the Recipients to carry out the Project and not to provide goods or services to NOHFC or the Government of Ontario; and
    - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
  - (e) NOHFC is not responsible for carrying out the Project, and, without limiting the foregoing, the Recipients shall remain responsible for any cost overruns related to the Project.

### 17.0 SURVIVAL

17.1 **Survival.** The provisions in Article 1.0, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 2.8, Section 2.9, Sections 4.2(b) and 4.2(c), Article 6.0, Article 7.0, Sections 10.1, 10.2(e), (f), (g), (h), and (j), Article 11.0, Article 12.0, Article 13.0, Article 14.0, Article 15.0, Article 16.0, Article 17.0, Sections 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of the Agreement, and continue in full force and effect for a period of 7 years thereafter.

### 18.0 MISCELLANEOUS

- 18.1 **Governing Law.** This Agreement and the rights, obligations, and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.
- 18.2 **Agreement into Effect.** The Recipients will provide such further assurances as NOHFC may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things, including executing and delivering further documents, necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 18.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 18.4 **Parties Independent.** Each Recipient acknowledges that it is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and no Recipient shall take any actions that could establish or imply such a relationship.
- 18.5 **Agent.** Each Recipient acknowledges that NOHFC may from time to time appoint agents, representatives, and independent auditors to carry out any of its rights or obligations under this Agreement.
- 18.6 Joint and Several Liability.
  - (a) Each Recipient is, and at all times shall be, jointly and severally liable to NOHFC for the obligations of the Recipients under the Agreement, regardless of which Recipient requested, received, used, or directly enjoyed the benefit of the Funds.
  - (b) Upon the occurrence of any Event of Default, NOHFC may enforce this Agreement independently as to each Recipient and independently of any other remedy NOHFC at any time may have or hold in connection therewith. Each Recipient expressly waives any right to require NOHFC to proceed against any other Recipient, and agrees that NOHFC may proceed against any Recipient in such order as it shall determine in its sole and absolute discretion.
- 18.7 **Rights and Remedies Cumulative.** The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 18.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.9 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to

include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

The Parties have executed this Agreement on the dates set out below.

# NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date

Name: John Guerard Title: Executive Director

# YOUNG MEN'S CHRISTIAN ASSOCIATION, OF SAULT STE. MARIE

Date

Name: Title:

Name: Title:

I/We have authority to bind the corporation.

### THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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Name: MATTHEW SHOEMAKER Title: MAYOR

Name: RACHEL TYCZINSKI Title: CITY CLERK

I/We have authority to bind the municipality.

### SCHEDULE A PROJECT DESCRIPTION

### 1. <u>Project Summary</u>

The Recipient will replace one pool boiler by installing a new 2-3 MMBtu natural gas boiler, piping, pump, controls, and venting at its recreational facility (the **"Facility"**).

The Project activities will include removing the old boiler, pumps, venting and associated piping to be capped.

### 2. Project Location

Sault Ste. Marie, Ontario

# 3. Project Plan

The Recipients shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

	Timing	
Project milestones	Start (month/ year)	End (month/ year)
Project completion date (the " <b>Project Completion Date</b> "):	, 20	

### SCHEDULE B PROJECT BUDGET

### 1. Project Costs Chart

Project cost category	Eligible Project Costs*	Ineligible Project Costs	Total cost
Boiler replacement and repairs	\$479,087	\$0	\$479,087
TOTAL	\$479,087	\$0	\$479,087

### 2. Project Funding Chart

Funding sources	Financing type	Project cost category	Total funding
NOHFC	Conditional contribution	Eligible Project Costs	\$237,148
City of Sault Ste. Marie	Cash	All costs	\$241,939
	\$479,087		
Project Percentage (NOHFC % of total Eligible Project Costs)			49.5%

### SCHEDULE C CHANGE REQUEST FORM

- **TO:** Northern Ontario Heritage Fund Corporation ("**NOHFC**")
- **RE:** Conditional contribution agreement among Young Men's Christian Association, of Sault Ste. Marie and The Corporation of the City of Sault Ste. Marie, as co-recipients, (collectively the "**Recipients**") and NOHFC effective as of [ ], 20[ ] (as the same may be amended from time to time, the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

The Recipients hereby request the following modifications to the Agreement:

**1.** Changes to Project Plan (For a requested change to the Project milestones and/or their respective timelines, and/or the Project Completion Date.)

[Indicate new Project milestones, their respective timelines, and Project Completion Date below. If the new information you provide is acceptable to NOHFC, this section will replace what appears in the Agreement upon the effectiveness of this amendment.]

Replace the Project Plan with the following:

### Project Plan

The Recipients shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

Project milestones	Timing		
	Start (month/ year)	End (month/ year)	

Project completion date (the "Project Completion Date"): \_\_\_\_\_, 20\_\_\_

(Change Request Form continued on following page – please fill out all applicable sections)

### <u>SCHEDULE C</u> CHANGE REQUEST FORM (CONT'D)

**2.** Changes to Project Budget (For a requested change to any portion of the Project Budget, including the Project Costs Chart and/or the Project Funding Chart.)

[Speak to your Project Officer about filling in these charts. If your requested revisions are acceptable to NOHFC, these charts, as applicable, will replace what appears in the Agreement upon the effectiveness of this amendment.]

Replace the Project Costs Chart with the following:

### Project Costs Chart

Project cost category	Eligible Project Costs	Ineligible Project Costs	Total cost
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

Replace the Project Funding Chart with the following:

### Project Funding Chart

Funding sources	Financing type	Project cost category	Total funding
			\$
			\$
			\$
			\$
			\$
		TOTAL	\$
Project Percentage (NOHFC % of total Eligible Project Costs)		%	

(Change Request Form continued on following page – please fill out all applicable sections)

### <u>SCHEDULE C</u> CHANGE REQUEST FORM (CONT'D)

### 3. Amendment

The Recipients hereby request the aforementioned amendment(s) to the Agreement and certify that:

- (a) the information provided to NOHFC (and/or its agents or representatives) to support this request is true, complete, and accurate;
- (b) the representations and warranties set forth in the Agreement are true and correct in all material respects;
- (c) except as specifically dealt with herein, no Event of Default has occurred and is continuing; and
- (d) all of the Recipients' obligations to date, as set out in the Agreement, have been satisfied.

Further, the Parties herein agree that:

- (i) Section 2.1 of the Agreement is amended by deleting the sentence "Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.", if that language is included in Section 2.1 of the Agreement; and
- (ii) notwithstanding Section 2.1 of the Agreement, if, under that section, the term of the Agreement would run longer than five years from the Amendment Effective Date (as defined below), then the term of the Agreement shall expire on the fifth anniversary of the Amendment Effective Date.

Except as may be specifically set forth herein, neither NOHFC's signature on this Change Request Form, nor anything contained herein, shall act as a waiver by NOHFC of any present or future default that may exist under the Agreement. Unless expressly amended herein, all terms and conditions of the Agreement remain in full force and effect, unamended.

This Change Request Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Change Request Form may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

By their respective signatures below, each Party agrees to the amendments above and the Agreement is accordingly amended effective as of the date NOHFC has executed this form (the "**Amendment Effective Date**").

[Signature page follows]

### <u>SCHEDULE C</u> CHANGE REQUEST FORM (CONT'D)

# YOUNG MEN'S CHRISTIAN ASSOCIATION, OF SAULT STE. MARIE

Date:

Name: Position:

Name: Position:

I/We have authority to bind the corporation.

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: Position:

Name: Position:

I/We have authority to bind the municipality.

# NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: \_\_\_\_\_

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Name: Position:

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

# BY-LAW NO. 2024-140

**BY-LAW ENFORCEMENT OFFICERS**: A by-law to appoint by-law enforcement officers to enforce The Corporation of the City of Sault Ste. Marie Property Standards By-law as Property Standard Officers and enforce various other by-laws of The Corporation of the City of Sault Ste. Marie as By-law Enforcement Officer.

**WHEREAS** from time-to-time persons have been appointed by-law enforcement officers;

**THEREFORE THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, and pursuant to section 1 and 15.1 of the *Building Code Act*, 1992, S.O. 1992, c. 23 and amendments thereto **ENACTS** as follows:

### 1. SCHEDULE "A"

Schedule "A" attached hereto names those authorized to enforce the Property Standards By-law and other various by-laws of The Corporation of the City of Sault Ste. Marie.

### 2. **BY-LAW 2023-142 REPEALED**

By-law 2023-142 is hereby repealed.

### 3. EFFECTIVE DATE

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

**PASSED** in open Council this 1<sup>st</sup> day of October, 2024.

# MAYOR – MATTHEW SHOEMAKER

# CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-140 Building Enforcement Officers.docx

# SCHEDULE "A"

Francois Couture (Manager of Building & By-Law) Frank Bentrovato (Co-ordinator of Plan Examination) Tyler Bertrand (By-law Enforcement Officer) Carlee Spry (By-law Enforcement Officer) Fred Casselman (By-law Enforcement Officer) Jack McLeod (By-Law Enforcement Officer)