



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

Monday, March 17, 2025

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>

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	Pages
<b>1. Land Acknowledgement</b>	
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.	
<b>2. Adoption of Minutes</b>	12 - 28
Mover Councillor R. Zagordo Secunder Councillor S. Spina Resolved that the Minutes of the Regular Council Meeting of February 24, 2025 be approved.	
<b>3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>4. Declaration of Pecuniary Interest</b>	
<b>5. Approve Agenda as Presented</b>	
Mover Councillor R. Zagordo Secunder Councillor S. Hollingsworth Resolved that the Agenda for March 17, 2025 City Council Meeting as presented be approved.	

- 6. Presentations**
- 6.1 Audit Planning** 29 - 45  
Oscar Poloni, Partner, KPMG
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**  
Mover Councillor R. Zagordo  
Seconder Councillor S. Hollingsworth  
Resolved that all the items listed under date March 17, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Preliminary Report of the Integrity Commissioner** 46 - 48  
Mover Councillor R. Zagordo  
Seconder Councillor S. Hollingsworth  
Resolved that the preliminary report of the Integrity Commissioner dated February 13, 2025 be received as information.
- 7.2 2024 Council Remuneration and Expenses** 49 - 55  
A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.  
Mover Councillor R. Zagordo  
Seconder Councillor S. Spina  
Resolved that the report of the Chief Financial Officer and Treasurer dated March 17, 2025 regarding 2024 Council remuneration and expenses and employee travel expenses be received as information.
- 7.3 2024 Investment Report** 56 - 67  
A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.  
Mover Councillor R. Zagordo  
Seconder Councillor S. Spina  
Resolved that the report of the Chief Financial Officer and Treasurer dated March 17, 2025 regarding the 2024 Investment Report be received as information.
- 7.4 Tender for Equipment Purchase – Backhoe** 68 - 70  
A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchase as required by Cemetery be received and that the purchase be awarded to J.R. Brisson Equipment Ltee. in the amount of \$159,724 plus HST, with remaining funding allocated from the Cemetery Operations Account.

**7.5 Tenders for Equipment Purchase – Public Works and Landfill**

71 - 76

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchases as required by Public Works and Landfill be received and that the tenders for the supply and delivery of various pieces of equipment, awarded at the low bid price meeting specifications, be awarded as follows:

*Public Works Units:*

Two 66,000 GVW tandem plow –TMS Truck Centre \$737,360

One three wheeled broom sweeper – FST Canada Inc. \$413,574  
with conveyor belt

One articulating wheeled loader – Brandt Tractor Ltd.\$630,866.94

*Landfill Unit:*

One waste handler crawler – Brandt Tractor Ltd \$781,160.81

for a total amount of \$2,562,961.75 plus HST.

**7.6 eScribe Subscription Agreement**

77 - 78

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

The relevant By-law 2025-48 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.7 Equipment Purchase – Three Pumper Trucks – Fire Services**

79 - 81

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchase of three pumper trucks as required by Fire Services be received and that the purchase from Safetek Emergency Vehicles Ltd. be approved at the total quoted amount of \$5,191,722 plus HST, with shortfall allocated from Fire Capital Equipment Reserves.

**7.8 Extension of Agreement – Unified Communication System (Telephony) 82 - 83**

A report of the Manager of Information Technology is attached for the consideration of Council.

The relevant By-law 2025-44 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.9 Procedure By-law Review 2025 84 - 85**

A report of the City Clerk is attached for the consideration of Council.

The relevant By-law 2025-100 is listed under item 12 of the Agenda and will be read with by-laws under that item.

**7.10 Buy Canadian 86 - 94**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated March 17, 2025 concerning Buy Canadian be received as information.

**7.11 Tourism Development Fund Applications – February 2025 95 - 98**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Director of Tourism and Community Development dated March 17, 2024, be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$12,000 as detailed below be approved.

1. Sault Surge Aquatic Team – Myrtha Backstroke System – \$8,000
2. Sault Ste. Marie Kennel Club – \$4,000

**7.12 2025 Arts and Culture Assistance Grants – Early Intake 99 - 112**



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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated March 17, 2025, concerning the 2025 Arts and Culture Assistance Program Grants – Early Intake allocation of funds be approved as follows:

1. Rebeka Herron – \$2,526.82
2. DJ Seith – \$2,510.16
3. Sarah Skagen – \$2,494.50
4. Joseph Schlapsi – \$2,376.87
5. Michael Naphan – \$2,369.21
6. Algoma Writer’s Collective – \$2,293.57
7. Tania Daigle – \$2,279.24
8. Haus of Gore – \$6,397.71
9. Sault Blues Society – \$1,677.29
10. Sault Symphony Orchestra – \$5,848.00
11. Algoma Conservatory of Music – \$12,771.00
12. Piecing It Together Shows – \$9,829.12
13. Thinking Rock Community Arts – \$8,320.50
14. Black Fly Jam – \$11,266.00
15. Bawating Babes 2Spirit Organising Committee – \$12,040.00

**7.13 2025 Firearms and Noise By-law Exemptions – Ermatinger Clergue National Historic Site 113 - 114**

A report of the Curator of the Ermatinger Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2025-43 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.14 NOHFC Conditional Contribution Agreement – Wishart Park Project 115 - 116**

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

The relevant By-law 2025-41 is listed under item 12 of the Agenda and will be read with by-laws under that item.

**7.15 Millennium Court Oil and Grit Separator 117 - 121**

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

The relevant By-law 2025-47 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.16 Base Line and Carpin Beach Road Intersection 122 - 124**

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

Mover Councillor R. Zagordo

Secunder Councillor S. Spina

Resolved that the report of the Manager of Design and Transportation Engineering dated March 17, 2025 concerning the request for a four-way stop sign at Carpin Beach Road and Base Line be received as information.

**7.17 Fire Services By-Law Update 2025 125 - 126**

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

The relevant By-law 2025-42 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.18 Annual Accessibility Status Report – Year End 2024 127 - 134**

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

Mover Councillor R. Zagordo

Secunder Councillor S. Spina

Resolved that the report of the Accessibility Coordinator dated March 17, 2025 concerning the annual Accessibility Status Report 2024 be received as information.

**7.19 Property Declared Surplus – 184-188 James Street (Isnize Living Development Ltd. Topline Electric Limited Tony Stirpe) 135 - 139**

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

The relevant By-law 2025-46 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.20 0 Sackville Road and Part 128 Sackville Road – Declare Surplus (Griffin Group Real Estate Ltd. Dennis Tatasciore) 140 - 143**

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

The relevant By-law 2025-45 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

**8.1 Administration**

**8.2 Corporate Services**

**8.3 Community Development and Enterprise Services**

**8.4 Public Works and Engineering Services**

**8.5 Fire Services**

**8.6 Legal**

**8.7 Planning**

**8.8 Boards and Committees**

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

**9.1 Product of Algoma District Labelling**

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Whereas the threat of tariffs has an overwhelming majority of individuals choosing Canadian products instead of American-made alternatives; and

Whereas grocery stores nationwide have put out helpful maple leaf labels to identify products that are sourced from, or otherwise made in, Canada; and

Whereas Sault Ste. Marie has many great growers and suppliers that provide items from milk to bakery products, to coffee to beer;

Now Therefore Be It Resolved that the Economic Development department be requested to review the cost of producing stickers or other labels that identify a product as being from the Algoma District, and report to Council at the April 7, 2025 Council meeting on the cost of providing such labels to local grocers or vendors free of charge.

**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 R. Zagordo

Seconder Councillor S. Spina

Resolved that all By-laws under item 12 of the Agenda under date March 17, 2025 be approved.

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

**12.1.1 By-law 2025-40 (Heritage Designation) 99 Huron Street Yard Locker**

144 - 154

Council Report was passed by Council resolution on December 2, 2024.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-40 being a by-law to designate civic 99 Huron Street as being of architectural or historic value or interest be passed in open Council this 17th day of March, 2025.

**12.1.2 By-law 2025-41 (Agreement) Northern Ontario Heritage Fund Corporation NOHFC Tourism Wishart Park Funding**

155 - 179

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-41 being a by-law to authorize the execution of the Agreement between the City, Tourism Sault Ste. Marie and Northern Ontario Heritage Fund Corporation for funding to enhance Wishart Park by adding outdoor recreation play equipment, interpretative signage, boardwalks for wildlife viewing, and a recreation bridge and multi-use path be passed in open Council this 17th day of March, 2025.

**12.1.3 By-law 2025-42 (Appointments) Deputy Chief Fire Operations**

180 - 180

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-Law 2025-42 being a by-law to appoint Mark Morgenstern as Deputy Chief Fire Operations be passed in open Council this 17th day of March, 2025.

**12.1.4 By-law 2025-43 (Regulations Noise and Firearms) Ermatinger Clergue Exemption**

181 - 181

A report from the Curator Ermatinger Clergue National Historic Site is on the Agenda.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-Law 2025-43 being a by-law to exempt the Ermatinger Clergue National Historic Site from By-Law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie from May 2025 to December 2025 be passed in open Council this 17th day of March, 2025.

**12.1.5 By-law 2025-44 (Agreement) Shaw Rogers Unified Communication System Extension 182 - 195**

A report from the Manger of Information Technology is on the Agenda.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-44 being a by-law to authorize the execution of the Extension Agreement between the City and SHAW BUSINESS, a division of Rogers Communications Canada Inc., and/or Shaw Business U.S. Inc. for the provision of a Unified Communication System (Telephony) for use by the City be passed in open Council this 17th day of March, 2025.

**12.1.6 By-law 2025-45 (Surplus Property) Surplus 0 and 128 Sackville Road (Griffin Group Real Estate Ltd. Dennis Tatasciore) 196 - 197**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-45 being a by-law to declare the City owned property legally described as PIN 31561-0158 (LT) PT LT 20 RCP H744 TARENTORUS PTS 4, 5, 6 & 7 1R12231; S/T B2789; T15757; SAULT STE. MARIE, being civic 0 Sackville Road and Part PIN 31561-0118 (LT) LT 22 RCP H744 TARENTORUS EXCEPT PT 1 1R2139 AND T113728; S/T B2783, T15768; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 4 PLAN 1R13895 AS IN AL258199; CITY OF SAULT STE. MARIE, being a portion of civic 128 Sackville Road, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 17th day of March, 2025.

**12.1.7 By-law 2025-46 (Property) Declared Surplus – 184-188 James Street (Isnize LivingDevelopment Ltd. Topline Electric Limited Tony Stirpe) 198 - 200**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-46 being a by-law to declare the City owned property legally described as PT PIN 31578-0007 SAULT STE. MARIE, being civics 184-188 James Street as described on Schedule "A" and Schedule "B" attached hereto, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 17th day of March, 2025.

**12.1.8 By-law 2025-47 (Engineering) Trimount Construction Installation of Oil- Grit Separators Fort Creek Millennium Court (Contract 2024-10E) 201 - 205**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-47 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the installation of Oil-Grit Separators (OGS) in two locations in the Fort Creek neighbourhood (Contract 2024-10E) be passed in open Council this 17th day of March, 2025.

**12.1.9 By-law 2025-48 (Agreement) eScribe Subscription Agreement Renewal 206 - 230**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-48 being a by-law to authorize the execution of the Agreement between the City and eScribe Software Ltd. (eScribe) for software for a term of three years commencing April 1, 2025, with an automatic extension for an additional three years) (*unless notice of termination is provided*), as required by Clerks Department be passed in open Council this 17th day of March, 2025.

**12.1.10 By-law 2025-100 (Council Procedure) 231 - 267**

A report from the City Clerk is on the Agenda.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2025-100 being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie be passed in open Council this 17th day of March, 2025.

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

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

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

**14. Closed Session**

Mover Councillor R. Zagordo

Secunder Councillor S. Spina

Resolved that this Council move into closed session to discuss:

- six items concerning the potential acquisition of land by the municipality; and
- four items concerning the potential disposition of land by the municipality

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

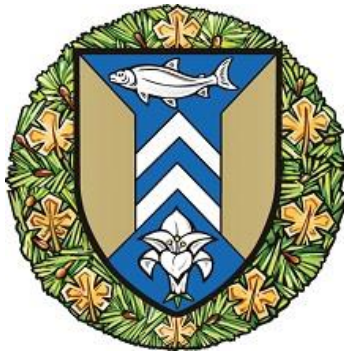
*Municipal Act R.S.O.2001 – section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board*

**15. Adjournment**

Mover Councillor R. Zagordo

Secunder Councillor S. Spina

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL

### MINUTES

Monday, February 24, 2025

5:00 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Spina, Councillor L. Dufour, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor S. Hollingsworth, Councillor L. Vezeau-Allen

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, N. Ottolino, J. King, N. Maione, S. Marchese

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**1. Land Acknowledgement**

**2. Adoption of Minutes**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the Minutes of the Regular Council Meeting of February 3, 2025 be approved.

**Carried**

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

**4. Declaration of Pecuniary Interest**

**4.1 Mayor M. Shoemaker – A-1-25-Z 22 MacDonald Avenue**

Applicant is a client of law firm on this matter.



**4.2 Mayor M. Shoemaker – By-law 2025-34 (Zoning) 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio)**

Applicant is a client of law firm on this matter.

**4.3 Mayor M. Shoemaker – By-law 2025-35 (Development Control) 22 MacDonald Ave (Bellex Corporation c/o Joe Ruscio)**

Applicant is a client of law firm on this matter.

**4.4 Councillor A. Caputo – Property Standards Committee**

Brother is appointed to the committee.

**5. Approve Agenda as Presented**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Agenda for February 24, 2025 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 L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date February 24, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.

**Carried**

**7.1 Extension of Agreement – Credit Rating Services**

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

The relevant by-law 2025-25 is listed under item 12 of the Minutes.

**7.2 Tender for UV Upgrades East End Wastewater Treatment Plant**

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

The relevant By-law 2025-29 is listed under item 12 of the Minutes.

**7.3 Traffic Signal Controller Replacements**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning traffic signal controller replacements be received and that Econolite Canada Inc. be awarded the sole source supply and delivery of the required traffic control equipment in the amount of \$185,116 plus HST.

**Carried**

#### **7.4 Factory Rebuild of Trackless Tractor**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning the factory rebuild of a City-owned trackless municipal tractor plus attachments as required by Public Works and Engineering be received and that the work be awarded to Work Equipment Ltd. as sole source in the amount of \$180,000 plus HST.

**Carried**

#### **7.5 Fleet Advisory Services**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning the continuation of Fleet Advisory Services for system implementation as required by Public Works be received and that the project consulting fees in the additional amount of \$70,000, a consolidated value of \$295,000, be single-sourced to Mercury Associates with funding allocated from within the 2025 Public Works Fleet and Equipment budget.

**Carried**

#### **7.6 Demolition of 628 Second Line West**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning demolition of 628 Second Line West as required by Public Works and Engineering Services be received and that the demolition be awarded to Rainone Services in the amount of \$124,500 plus HST, with funding from the uncommitted capital roads reserve fund.

**Carried**

**7.7 Window Replacements at Roberta Bondar Marina and Bay Street Active Living Centre**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning window replacements at Roberta Bondar Marina and Bay Street Active Living Centre, as required by Recreation and Culture be received and that the work be awarded to R.F. Contracting Inc. in the amount of \$174,390 plus HST.

**Carried**

**7.8 Leasing and Operation of Space John Rhodes Community Centre**

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

The relevant By-law 2025-26 is listed under item 12 of the Minutes.

**7.9 By-law 2024-126 Amendment – Hub Trail Upgrades Funding Agreement**

The report of the City Clerk was received by Council.

The relevant By-law 2025-39 is listed under item 12 of the Minutes.

**7.10 Heritage Property Tax Rebate – 143 McGregor Ave**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated February 24, 2025 concerning Heritage Property Tax Rebate for 143 McGregor Avenue for the 2022 and 2023 tax years be paid to the property owners.

**Carried**

**7.11 Transfer of Tourism operating funds to Tourism Sault Ste. Marie – Wishart Park Recreational Bridge**

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

The relevant By-law 2025-37 is listed under item 12 of the Minutes.

**7.12 Existing Sackville Road Reconstruction**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Director of Engineering dated February 24, 2025 concerning Existing Sackville Road Reconstruction be received as information.

**7.13 Delegated Authority for Director of Planning**

The report of the Solicitor was received by Council.

The relevant By-law 2025-32 is listed under item 12 of the Minutes.

**7.14 Gladwyn Road Assumption, Closure and Sale**

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

The relevant By-laws 2025-27 and 2025-28 are listed under item 12 of the Minutes.

**7.15 Deeming By-Law – Sault Ste. Marie Park Subdivision Plan 7602, Brunswick Avenue and Sydenham Road (City-owned properties)**

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

The relevant By-law 2025-31 is listed under item 12 of the Minutes.

**7.16 PUC Transmission – Licence to Occupy – Tree Clearing on Yates Avenue**

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

The relevant By-law 2025-33 is listed under item 12 of the Minutes.

**7.17 PUC (Transmission) LP – Amended Easement Option Agreement (Yates Avenue)**

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

The relevant By-law 2025-8 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**

**8.5 Fire Services**

**8.6 Legal**

**8.7 Planning**

**8.7.1 A-1-25-Z 22 MacDonald Avenue**

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

Councillor C. Gardi assumed the Chair as Acting Mayor.

The report of the Intermediate Planner was received by Council.

February 24, 2025 Council Minutes

Sam Biasucci addressed Council on behalf of the applicant.

Lynden Pond, 100 Fauquier Avenue, and Art Osborne, 65 Lansdowne Avenue, addressed Council in opposition to the application.

The relevant By-laws 2025-34 and 2025-35 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Intermediate Planner dated February 24, 2025 regarding Application A-1-25-Z – 22 MacDonald Avenue be received and that Council rezone the subject property from ‘High Density Residential Zone with Special Exception 391’ (R5.S391) to ‘High Density Residential Zone with amended Special Exception 391’ (R5.S391 Amended), repealing Special Exception 391 in its entirety and replacing it with the following special exceptions:

- Limit the number of residential dwelling units to 230;
- Limit building heights to 9 storeys;
- Permit parking to encroach within 8 metres of a required front yard (Gladstone Avenue);
- Permit parking to encroach within 2 metres of a required exterior side yard (MacDonald Avenue);
- Waive the requirement that at least 50% of the required front and exterior side yards be landscaped;
- Permit a 60 square metre accessory building to be located within 5 metres from the front lot line;

Further that Council deem the properties subject to Site Plan Control.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker			<b>X</b>	
Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			

February 24, 2025 Council Minutes

Councillor C. Gardi X

Councillor M. Scott X

**Results** 8 0 1 2

**Carried**

The relevant By-laws 2025-34 and 2025-35 are listed under item 12 of the Minutes.

Mayor M. Shoemaker resumed the Chair.

**8.8 Boards and Committees**

**8.8.1 Supplementary Board and Committee Appointments**

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

Moved by: Councillor S. Spina

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy City Clerk dated February 24, 2025 concerning Supplementary Board and Committee Appointments be received and that all appointments under Agenda item 8.8.1 be approved as recommended save and except Agenda item 8.1.1.5.

**Carried**

**8.8.1.1 Committee of Revision**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that Katie Blunt, Atul Sharma, Rob Thibodeau, and William McPhee as an alternate be appointed to the Committee of Revision from February 24, 2025 to December 31, 2026.

**Carried**

**8.8.1.2 Community Development Award Selection Committee**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that Mark Jones, Jennifer Parsons, Corey Stacinski, Sushant Suwal, and Paul Christian be appointed to the Community Development Award Selection Committee from February 24, 2025 to December 31, 2026.

**Carried**

**8.8.1.3 Fence Viewers**

The relevant By-law 2025-38 appointing Katie Blunt, Elizabeth Filice, and Alexander White to the Fence Viewers Committee is listed under item 12 of the Minutes.

**8.8.1.4 Parks and Recreation Advisory Committee**

Moved by: Councillor L. Dufour  
 Seconded by: Councillor S. Kinach

Resolved that Councillor L. Dufour, Jennifer Flood, Tracey McClelland, Graham Young, Arja-Liisa Gallo, Lou Derrer, Paul Christian, Jonathan Mogg, and Stephanie Morin be appointed to the Parks and Recreation Advisory Committee from February 24, 2025 to December 31, 2026.

**Carried**

**8.8.1.6 Tourism Board**

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

Resolved that Beverley Barber, Nicholas Brash, Lawrence Foster, Richard 'Geoff' Lacher, Melissa Porco, Kelly Walker, Richard Walker, Tracy White, and Kevin Wyer be appointed to the Tourism Board from February 24, 2025 to December 31, 2026.

**Carried**

**8.8.1.7 Municipal Heritage Committee**

The relevant By-law 2025-36 appointing Vanessa Ferlaino to the Municipal Heritage Committee is listed under item 12 of the Minutes.

**8.8.1.5 Property Standards Committee**

Councillor A. Caputo declared a conflict on this item. (Brother is appointed to the committee.)

Moved by: Councillor L. Dufour  
 Seconded by: Councillor S. Kinach

Resolved that Jessica Fischer, Jordan Derochie, and Frank Caputo be appointed to the Property Standards Committee from February 24, 2025 to December 31, 2026.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor A. Caputo			<b>X</b>	

February 24, 2025 Council Minutes

Councillor R. Zagordo	X
Councillor M. Bruni	X
Councillor S. Kinach	X
Councillor C. Gardi	X
Councillor M. Scott	X

<b>Results</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>2</b>
----------------	----------	----------	----------	----------

**Carried**

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

**9.1 DeepSeek on City-Owned and City-Issued Devices**

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

Whereas the City Council of Sault Ste Marie is committed to ensuring the privacy, security, and integrity of all City-owned and City-issued devices used by city employees, elected officials, and other personnel; and

Whereas DeepSeek is a third-party software tool that has raised concerns regarding the potential for unauthorized access to names, emails, telephone numbers and dates of birth, along with text or audio inputs, prompts, uploaded files, feedback, and chat histories; and

Whereas Shared Services Canada (SSC) as a precautionary measure recommends that governments should consider blocking the application and website on their departmental network and devices;

Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to implement the blocking of the DeepSeek from all City devices and networks.

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



February 24, 2025 Council Minutes

Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**9.2 Snow Removal Service Delivery Assessment**

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

Whereas due to our geographic location, Sault Ste Marie tends to receive more snow than most Ontario municipalities with the 2024/2025 winter season being an exceptional year for snowfall with precipitation totaling over 400cm; and

Whereas due to Sault Ste Marie often receiving exceptional amounts of snowfall, residents have been left to clear large chunks of snow and ice resulting from City plows or graders leaving the excess snow and ice chunks in the end of their driveways; and

Whereas other Ontario municipalities have advanced with service delivery and equipment with such things as real-time tracking of equipment, plow guards that protect driveways from being snowed in, and windrow clearing extensions that follow plows to clear snow and ice chunks left at the mouths of residents' driveways;

Now Therefore Be It Resolved that staff be requested to report back to Council on current snow removal service delivery models;

Further Be It Resolved that said report include possible improvements to service and equipment, communication with Council and residents, costs of upgrading service and equipment, and labour force impacts on adding additional equipment.

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

February 24, 2025 Council Minutes

Councillor M. Bruni	X
Councillor S. Kinach	X
Councillor C. Gardi	X
Councillor M. Scott	X

<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**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 L. Dufour

Seconded by: Councillor S. Kinach

Resolved that all By-laws under item 12 of the Agenda under date February 24, 2025 save and except By-laws 2025-34 and 2025-35 be approved.

**Carried**

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

**12.1.1 By-law 2025-8 (Agreement) Arc Furnace**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-8 being a by-law to authorize the execution of the Amending Agreement between the City and PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. for the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.2 By-law 2025-25 (Amending Agreement) S & P Global Canada Corporation Credit Rating Services Extension**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-Law 2025-25 being a by-law to authorize the execution of the Amending Agreement between the City and S&P Global Canada Corporation for the extension of the

agreement for credit rating services be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.3 By-law 2025-26 (Agreement) Jayteq Pro Shop John Rhodes Community Centre Lease and Operation of Space (Jay Thomas)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-26 being a by-law to authorize the execution of the Agreement between the City and Jayteq Pro Shop for the lease and operation of space for a Pro Shop at the John Rhodes Community Centre for a term of five (5) years be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.4 By-law 2025-27 (Street Assumption) Gladwyn Road (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe and Frank Spina)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-27 being a by-law to assume for public use and establish as a public street, Gladwyn Road described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY'S; SAULT STE. MARIE, Giuliani Subdivision be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.5 By-law 2025-29 (Engineering) East End WWTP UV Upgrades Contract 2024-9E S & T Electrical Contractors Limited (Martin Girardi)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-29 being a by-law to authorize the execution of the Contract between the City and S&T Electrical Contractors Limited for UV Upgrades at the East End Wastewater Treatment Plant (Contract 2024-9E) be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.6 By-law 2025-30 (Street Assumption) Parts 1 and 2 Nokomis Beach Road Extension (City request)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-30 being a by-law to assume for public use and establish as a public street that portion of Nokomis Beach Road described as PART PIN 31615-0114 (LT) PART OF SECTION 16 PARKE PARTS 1 AND 2 1R-14220, SAULT STE. MARIE be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.7 By-law 2025-31 (Subdivision Control) Deeming Brunswick Avenue and Sydenham Road (City Owned)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-Law 2025-31 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sault Ste. Marie Park Subdivision, pursuant to section 50(4) of the Planning Act be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.8 By-law 2025-32 (Delegation to the Director of Planning) Affordable Housing Community Improvement Program (CIP)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-32 being a by-law law to authorize the Director of Planning, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie CIP affordable housing agreements in the form prescribed herein be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.9 By-law 2025-33 (Agreement) PUC Transmission Licence to Occupy Yates Avenue (PUC Robert Brewer)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-33 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC. for the purpose of conducting tree clearing on Yates Avenue PART SECTION 34 KORAH as described in PIN 31609-0390 (LT) and shown on attached map for the PUC Transmission Project (PUC – Robert Brewer) be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.12 By-law 2025-36 (Appointments to Local Boards) Municipal Heritage**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-36 being a by-law to to amend By-law 2025-21 (being a by-law to appoint members to the Municipal Heritage Committee) be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.13 By-law 2025-37 (Agreement) Tourism Funding for Wishart Park**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-37 being a by-law to authorize the execution of the Agreement between the City and Tourism Sault Ste. Marie for funding towards the construction and installation of a recreational bridge in Wishart Park be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.14 By-law 2025-38 (Appointments to Local Boards) Fence Viewers Committee**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-Law 2025-38 being a by-law to appoint members to Local Board Fence Viewers Committee in the City of Sault Ste. Marie be passed in open Council this 24th day of February, 2025.

**Carried**

**12.1.15 By-law 2025-39 (Agreement) Amendment By-law 2024-126 Funding Hub Trail Upgrades**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-39 being a by-law to amend Schedule "A" of By-law 2024-126 (being a by-law to authorize the execution of a Funding Agreement with the Minister of 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 24th day of February, 2025.

**Carried**

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

**12.2.1 By-law 2025-28 (Street Closing and Conveyance) Gladwyn Road (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe and Frank Spina)**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-law 2025-27 being a by-law to stop up, close and authorize the conveyance of Gladwyn Road in the Giuliani Subdivision, Plan H475 be read a FIRST and SECOND time and passed in open Council this 24th day of February, 2025.

**Carried**

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

**12. Consideration and Passing of By-laws**

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

**12.1.10 By-law 2025-34 (Zoning) 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio)**

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

Councillor C. Gardi assumed the Chair as Acting Mayor

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-Law 2025-34 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio) be passed in open Council this 24th day of February, 2025.

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

**Carried**

**12.1.11 By-law 2025-35 (Development Control) 22 MacDonald Ave (Bellex Corporation c/o Joe Ruscio)**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that By-Law 2025-35 being a by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Bellex Corporation c/o Joe Ruscio) be passed in open Council this 24th day of February, 2025.

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

**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 L. Dufour

Seconded by: Councillor S. Kinach

Resolved that this Council move into closed session to discuss:

- one item concerning a personal matter about an identifiable individual;
- one item concerning acquisition of land by the municipality or local board;

- two items concerning disposition of land by the municipality or local board; and
- one item subject to solicitor-client privilege;

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

*Municipal Act R.S.O.2001 – section 239 (2)(b) personal matters about an identifiable individual; section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;*

**Carried**

**15. Adjournment**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

**Carried**

---

Mayor

---

City Clerk





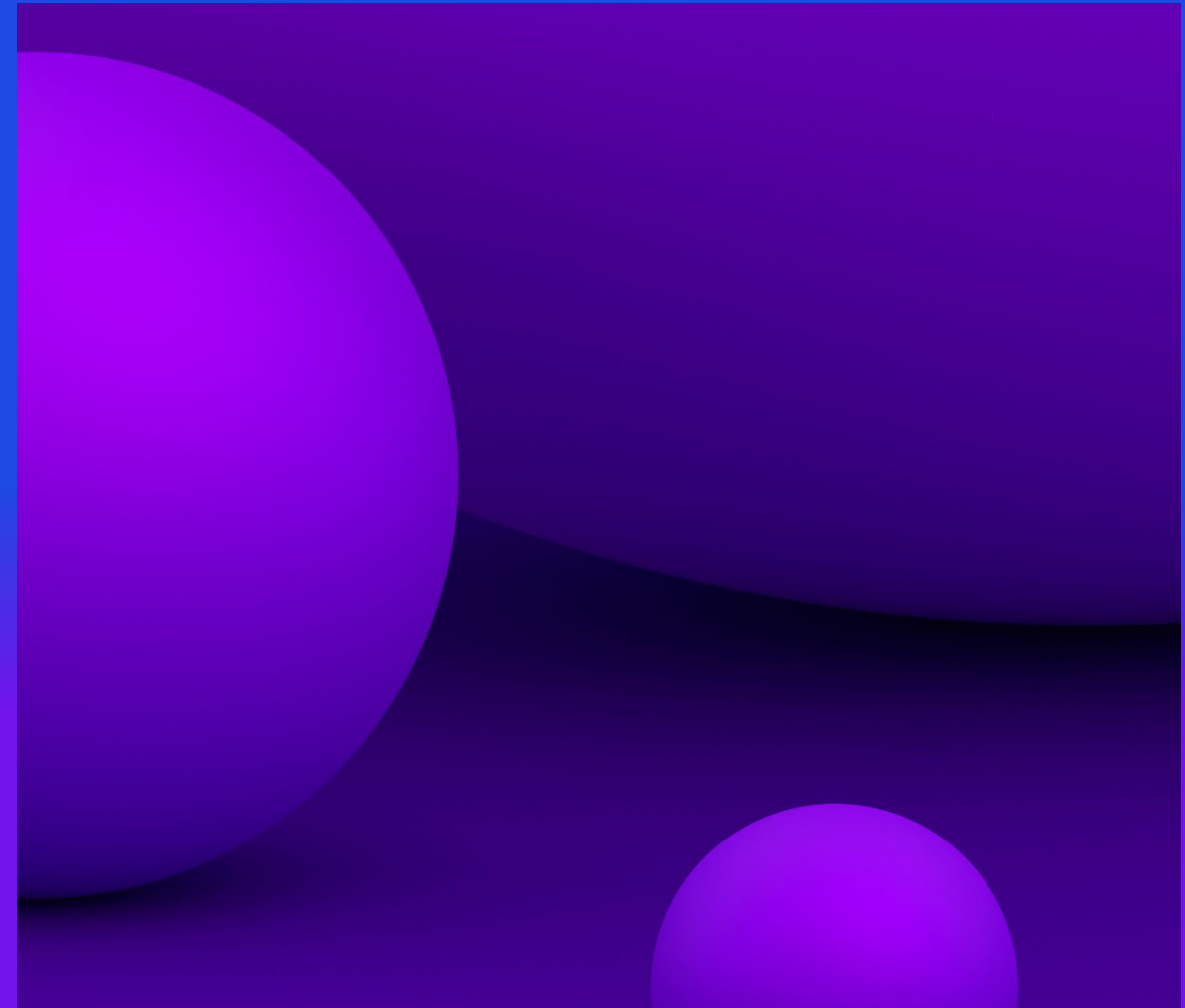
# City of Sault Ste. Marie

**Audit Planning Report  
for the year ending December 31, 2024**



Prepared as of March 4, 2025 for presentation to City Council on  
March 17, 2025

[kpmg.ca/audit](https://kpmg.ca/audit)



# KPMG contacts

## Key contacts in connection with this engagement

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# Table of contents

<b>4</b>	<b>Highlights</b>	<b>5</b>	<b>Audit strategy</b>	<b>7</b>	<b>Audit strategy - Group audit</b>
<b>8</b>	<b>Risk assessment</b>	<b>10</b>	<b>Key milestones and deliverables</b>	<b>11</b>	<b>Audit quality</b>
<b>12</b>	<b>Independence</b>	<b>13</b>	<b>Appendices</b>		





# Audit highlights



No matters to report



Matters to report – see link for details

## Scope

Our audit of the consolidated financial statements (“financial statements”) of the City of Sault Ste. Marie and its controlled agencies, boards and commissions (“the City”) as of and for the year ending December 31, 2024, will be performed in accordance with Canadian generally accepted auditing standards.



[Engagement letter](#)


## Audit strategy

**Materiality \$4,400,000**

Involvement of others

## Audit strategy - Group audit

Total	Total assets	Total revenue
Total tested	>99%	>99%




## Risk assessment

Risk of management override of controls

Other significant risks

Presumed risk of fraudulent revenue recognition

## Key milestones

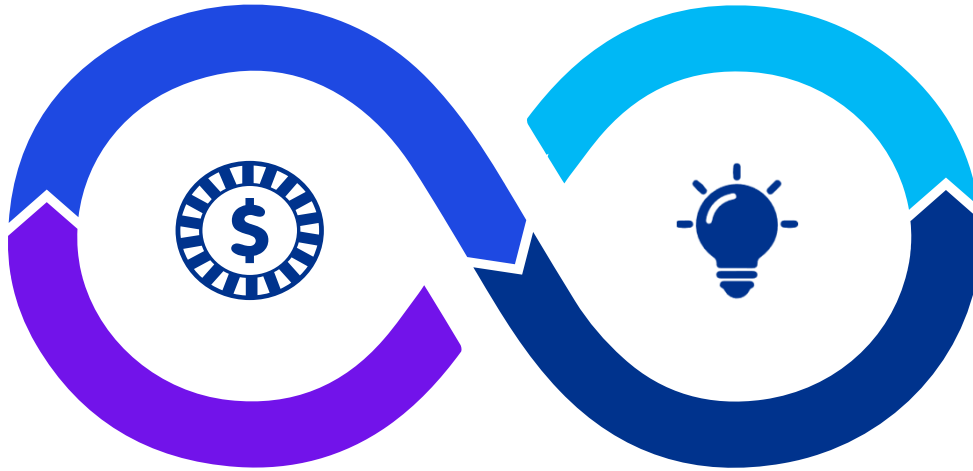
- Planning & Risk Assessment – December 2024
  - Risk Assessment & Interim Work – December 2024
  - Final Fieldwork – March and April 2025
  - Final Reporting – May and June 2025
- 

The purpose of this report is to assist you, as a member of Council, in your review of the plan for our audit of the financial statements. This report is intended solely for the information and use of Management and City Council and should not be used for any other purpose or any other party. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.





# Materiality



We **initially determine materiality** at a level at which we consider that misstatements could reasonably be expected to influence the economic decisions of users. Determining materiality is a matter of **professional judgement**, considering both quantitative and qualitative factors, and is affected by our perception of the common financial information needs of users of the financial statements as a group. We do not consider the possible effect of misstatements on specific individual users, whose needs may vary widely.

We **reassess materiality** throughout the audit and revise materiality if we become aware of information that would have caused us to determine a different materiality level initially.

## Plan and perform the audit

We **initially determine materiality** to provide a basis for:

- Determining the nature, timing and extent of risk assessment procedures;
- Identifying and assessing the risks of material misstatement; and
- Determining the nature, timing, and extent of further audit procedures.

We design our procedures to detect misstatements at a level less than materiality in individual accounts and disclosures, to reduce to an appropriately low level the probability that the aggregate of uncorrected and undetected misstatements exceeds materiality for the financial statements as a whole.

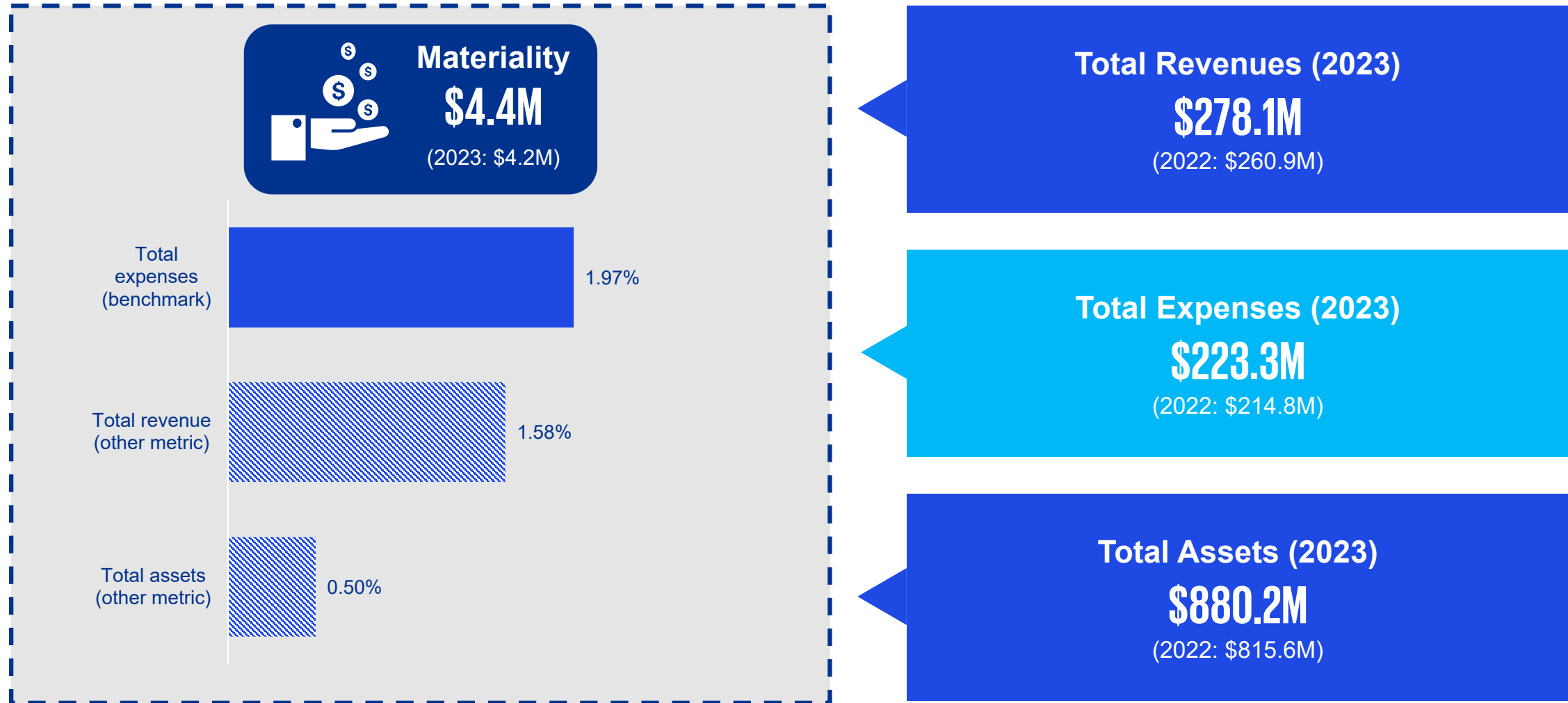
## Evaluate the effect of misstatements

We also **use materiality** to evaluate the effect of:

- Identified misstatements on our audit; and
- Uncorrected misstatements, if any, on the financial statements and in forming our opinion.






# Initial materiality





# Group Audit Strategy

## Components of the Group where further audit procedures are planned to be performed by the Group Auditor

 Component	 Basis of Presentation	 Nature of Work
City of Sault Ste. Marie		Statutory audit
Public Utilities Commission of the City of Sault Ste. Marie	Consolidated	Statutory audit
Sault Ste. Marie Public Library	Consolidated	Statutory audit
Tourism Sault Ste. Marie	Consolidated	Compilation
PUC Inc.	Modified equity	Statutory audit
PUC Services Inc.	Modified equity	Statutory audit



# Significant risks

Our planning begins with an assessment of risks of material misstatement in your consolidated financial statements.

We draw upon our understanding of the City and its environment (e.g. the industry, the wider economic environment in which the City operates, etc.), our understanding of the County's components of its system of internal control, including our business process understanding.

	Risk of fraud	Risk of error
● Management Override of Controls	✓	
● Payroll Expenses and Associated Liabilities		✓
● Tangible Capital Assets		✓
● Employee Future Benefit Obligations		✓
● Government Grants		✓
● User Fees and Other Revenues		✓
● Operating Expenses and Associated Liabilities		✓
● Financial Reporting		✓

● PRESUMED RISK OF MATERIAL MISSTATEMENT

● OTHER AREA OF FOCUS



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# Significant risks



Management Override of Controls (non-rebuttable significant risk of material misstatement)

RISK OF



FRAUD

## Why is it significant?

**Presumption  
of the risk of fraud  
resulting from  
management  
override of  
controls**

Management is in a unique position to perpetrate fraud because of its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. Although the level of risk of management override of controls will vary from entity to entity, the risk nevertheless is present in all entities.

## Our planned response

As this presumed risk of material misstatement due to fraud is not rebuttable, our audit methodology incorporates the required procedures in professional standards to address this risk. These procedures include:

- testing of journal entries and other adjustments,
- performing a retrospective review of estimates
- evaluating the business rationale of significant unusual transactions.

We also make inquiries of senior management and the Audit Committee related to their awareness of fraud risk factors of the City (and related entities) and whether the City is currently dealing with any suspected, alleged or known fraudulent activity.



# Key milestones and deliverables

December 2024



- Initial audit planning
- Perform preliminary risk assessment activities
- Conduct interim fieldwork

- Year-end audit fieldwork of City and group entities
- Completion of special reports

June 2025



- Presentation of Audit Findings Report to Council
- Council approval of final financial statements
- Finalization of special reports



March/April 2025





# How do we deliver audit quality?

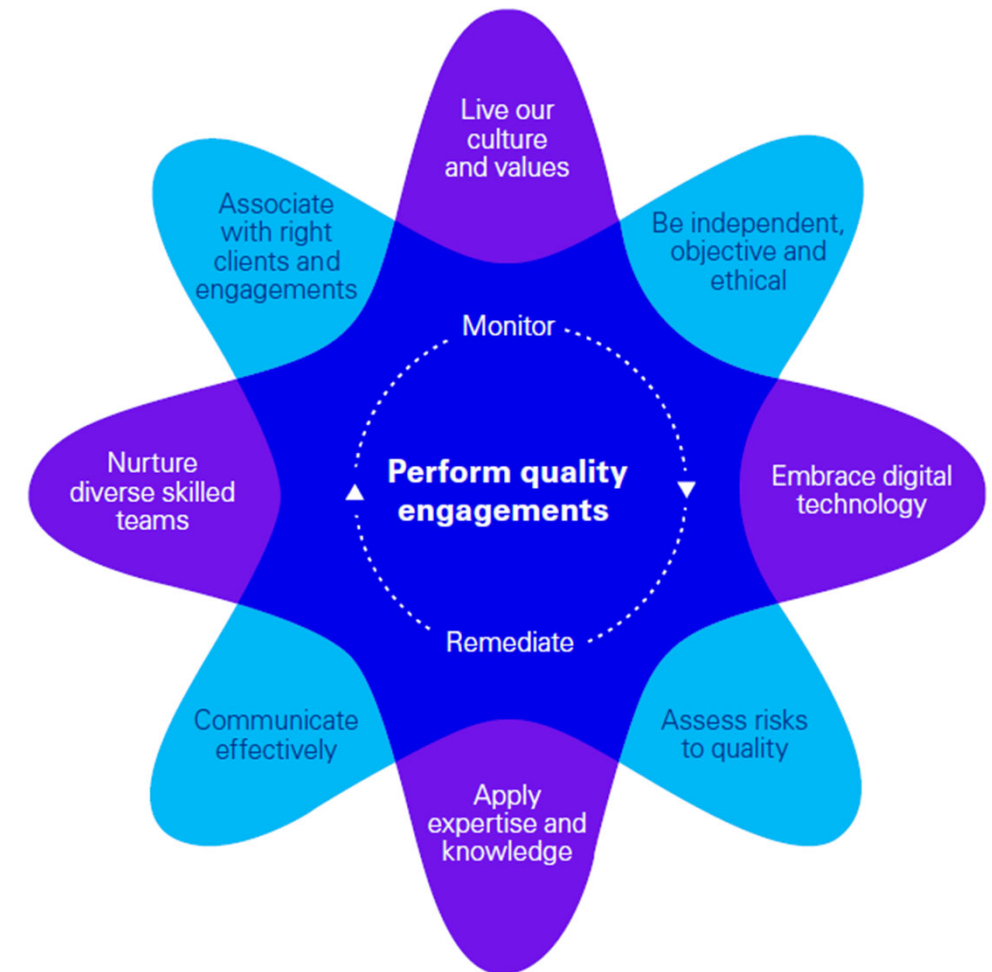
**Quality essentially means doing the right thing and remains our highest priority. Our Global Quality Framework outlines how we deliver quality and how every partner and staff member contributes to its delivery.**

The drivers outlined in the framework are the ten components of the KPMG System of Quality Management (SoQM). Aligned with ISQM 1/CSQM 1, our SoQM components also meet the requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA) and the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting in Canada, which apply to professional services firms that perform audits of financial statements. Our Transparency Report includes our firm's Statement on the Effectiveness of our SoQM.

 [KPMG Canada Transparency Report](#)

**We define 'audit quality' as being the outcome when:**

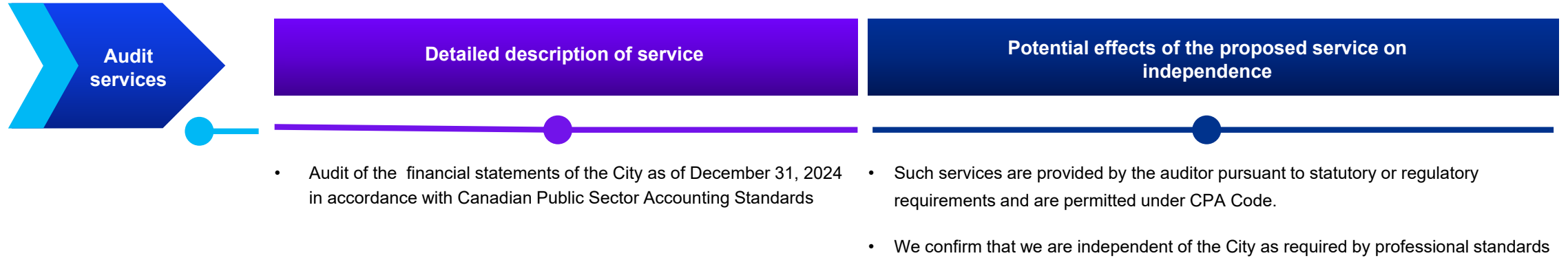
- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality management**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics and integrity**.



**Doing the right thing. Always.**



# Independence



# Appendices



Regulatory  
communications



New accounting  
standards



New auditing  
standards





# Appendix A: Regulatory communications



## CPAB communication protocol

The reports available through the following links were published by the Canadian Public Accountability Board to inform Audit Committees and other stakeholders about the results of quality inspections conducted over the past year:

- [CPAB Audit Quality Insights Report: 2022 Interim Inspections Results](#)
- [CPAB Audit Quality Insights Report: 2022 Annual Inspections Results](#)
- [CPAB Audit Quality Insights Report: 2023 Interim Inspections Results](#)
- [CPAB Regulatory Oversight Report: 2023 Annual Inspections Results](#)



# Appendix B: Newly effective and upcoming changes to accounting standards

- The Public Sector Accounting Board has introduced a new revenue standard (PSAS 3400), effective for fiscal years beginning on or after April 1, 2023
- Standard applies to all revenue transactions with identified exclusions
  - Most notable are government transfers and voluntary non-reciprocal contributions
- Under the standard, revenue transactions fall under two categories
  - Exchange transactions, which involve the provision of goods or services for consideration with performance obligations for the City
  - Non-exchange transactions, which do not involve the direct transfer of goods or services by the City and do not contain performance obligations
- The new standard is not anticipated to have a material effect on the City



# Appendix C: Newly effective and upcoming changes to auditing standards

For more information on newly effective and upcoming changes to auditing standards - see Current Developments 

## Effective for periods beginning on or after December 15, 2023

### ISA 600/CAS 600

.....  
Revised special considerations – Audits of group financial statements

## Effective for periods beginning on or after December 15, 2024

### ISA 260/CAS 260

.....  
Communications with those charged with governance

### ISA 700/CAS 700

.....  
Forming an opinion and reporting on the financial statements

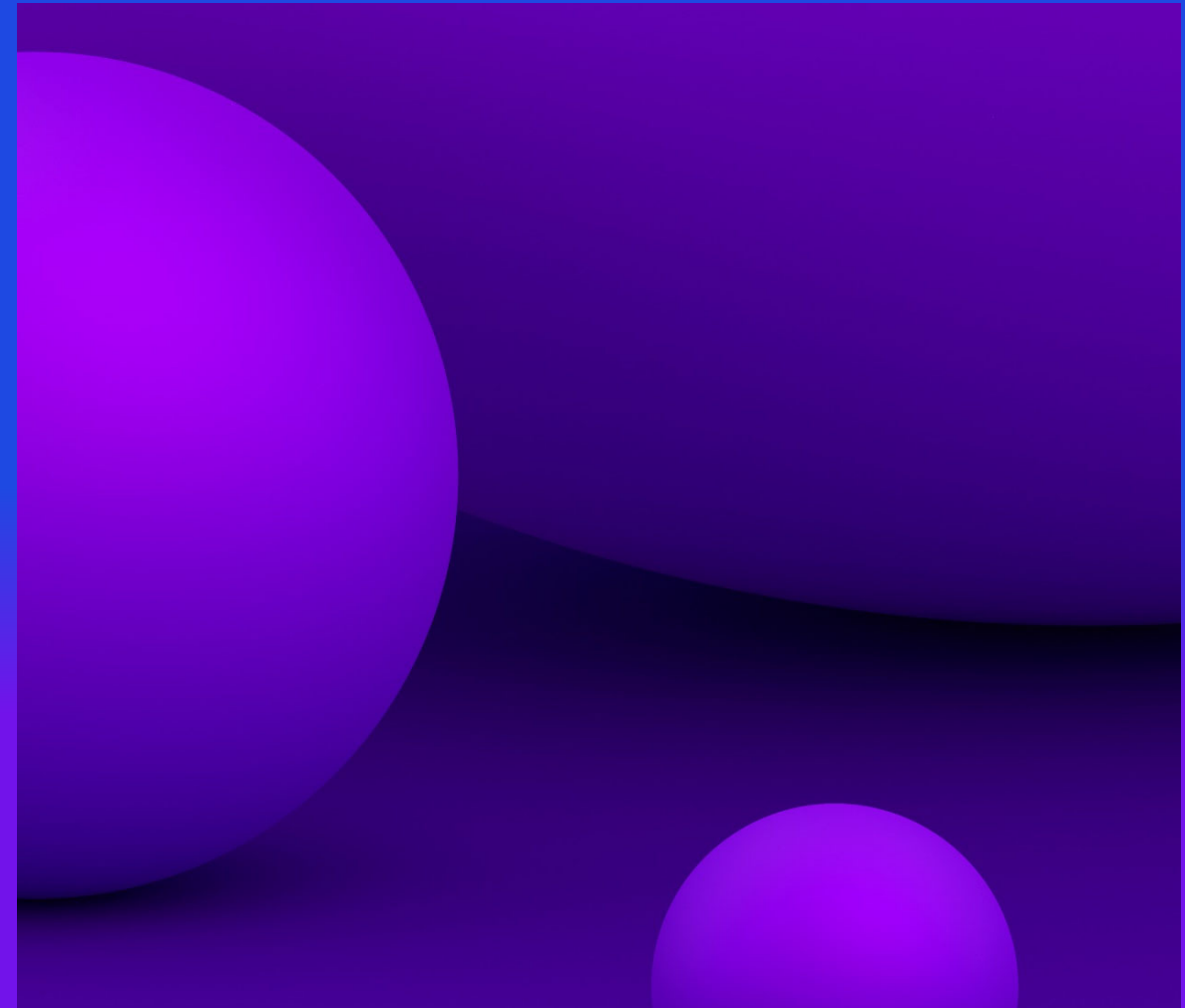






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**Integrity Commissioner's Preliminary Report  
Regarding Request for Investigation**

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

**Date of Report:** Thursday February 13, 2025

**Complaint #:** 2025-1

**Request for Investigation – Appendix” B,” to the Code of Conduct for  
Members of Council and Local Boards**

**Date Request for Investigation Received:**

Wednesday February 5, 2025, at 3:36 pm by email.

**Name of Requester:** Councillor Stephen Kinach

**Request for Investigation Details and Process:**

The Integrity Commissioner confirmed receipt of the Request for Investigation with Councillor Kinach on Wednesday February 5, 2025, at 5:28 pm by email. The Integrity Commissioner called Councillor Lisa Vezeau-Allen by phone on Thursday February 6, 2025, to advise her of the Request for Investigation and then emailed her the documents submitted by Councillor Kinach on Thursday February 6, 2025, at 12:14 pm. The Integrity Commissioner met with Councillor Kinach in a Teams Meeting on Thursday February 13, 2025, at 0900 hours and reviewed his Request for Investigation, and questioned him regarding the matter.

The Integrity Commissioner reviewed the Request for Investigation and concluded that according to Appendix 1 of the Code of Conduct, under “Formal Complaints”, point 1. was adhered to. In point 2. It states, “All complaints or requests for inquiries must clearly state,” The member to whom the complaint relates.” Councillor Kinach has identified “Councillor Lisa Vezeau-Allen.”

Councillor Kinach alleged Councillor Vezeau-Allen has contravened sections “Key principles of the Code of Conduct B&C.” It is noted that under the “Purpose” section of the Code of Conduct its states as follows in “b”, ‘Members should be committed to performing their functions with integrity and to avoiding the improper use of influence of their office, and conflicts of interest, both real and apparent’, and in c.” Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny.”

Councillor Kinach stated the particulars of his complaint were that Councillor Vezeau-Allen had requested a leave of absence on January 31, 2025, to be effective from that date until February 28, 2025, as she was running in the provincial election. Councillor Kinach provided a copy of that request. Councillor Kinach stated that at the Council Meeting of February 3, 2025, Councillor Vezeau-Allen was in attendance and that she was in the gallery and before the Council Meeting started, Councillor Vezeau-Allen entered the staff and council portion of the chamber. Councillor Kinach stated the meeting was delayed and that Councillor Vezeau-Allen was conversing with staff members and councillors. Councillor Kinach took two photos on his camera and provided these as evidence. Councillor Kinach stated in his Request for Investigation that he believes this act by Councillor Vezeau-Allen was a “conflict of interest, this erodes public confidence in our municipal government & this is undue influence on staff & her colleagues when she is on her leave of absence of her own request.” Councillor Kinach also stated in his Request for Investigation that “There is a clearly defined line between the gallery where she had every right to be and crossing that line onto the council chamber floor unprovoked & of her own free will to inappropriately engage staff & colleagues during her leave of absence at the time normally the Council Meeting would be ongoing.” Councillor Kinach named the witnesses as being all Councillors and Staff members present at the February 3, 2025, Council meeting.

### **Code of Conduct**

In the Code of Conduct, specifically the Formal Complaints, section 6, it states “If the Integrity Commissioner is of the opinion that the referral of the matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report”.

### **Conclusions:**

The Integrity Commissioner based the conclusions on the following:

- a. That the mayor had announced the start of the Council meeting was delayed as Councillor Kinach confirmed.
- b. That Councillor Vezeau-Allen was in the “staff and council portion of the chamber” prior to the commencement of the Council meeting and not after the commencement of the Council meeting as Councillor Kinach confirmed.
- c. That the individuals Councillor Kinach specifically observed Councillor Vezeau-Allen speaking to were Councillors Spina and Caputo and that he also confirmed that he could not hear any of the conversation between Councillor Vezeau-Allen and Councillors Spina and Caputo and that he has no knowledge of what they discussed.

- d. That Councillor Kinach stated that the photos he provided were taken by him on his cell phone at 5:03 pm and 5:05 pm and were of Councillor Vezeau-Allen conversing with staff members and councillors prior to the commencement of the Council meeting.
- e. That Councillor Kinach stated that it was his opinion and his view that given Councillor Vezeau-Allen had requested and was on a leave of absence she should not have been in the “staff and council portion of the chamber” prior to the commencement of the Council meeting.

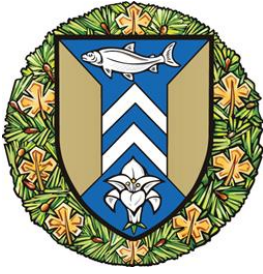
**Findings:**

The Integrity Commissioner finds there are no grounds for an inquiry.

Regards,



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



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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer and  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2024 Council Remuneration and Expenses

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**Purpose**

The purpose of this report is to provide a summary of 2024 Council remuneration, benefits, and expenses, and employee travel expenses.

**Background**

Pursuant to section 284(1) of *the Municipal Act, 2001*, each year, the Treasurer shall provide an itemized statement on remuneration and expenses paid in the previous year to the Mayor and Council, and Board and Committee members. Council remuneration and expenses are authorized by By-law 2022-49: Remuneration of Members of Council and Local Boards.

On March 29, 2001 Council passed a resolution to provide a summary of employee travel expenses in conjunction with the statutory Council remuneration and expense reporting.

**Analysis**

Council remuneration and expenses for 2024 are provided in Appendix A, and employee travel expenses in Appendix B. Amounts shown include total taxes before any HST rebate.

**Financial Implications**

Council remuneration and expenses and employee travel expenses are provided for in the approved operating budget.

**Strategic Plan / Policy Impact / Climate Impact**

This is an operational matter not articulated in the strategic plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated March 17, 2025 regarding 2024 Council remuneration and expenses and employee travel expenses be received as information.

2024 Council Remuneration and Expenses

March 17, 2025

Page 2.

Respectfully submitted,

Shelley J. Schell, CPA, CA

Chief Financial

Officer/Treasurer

705.759.5355

[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

**The Corporation of the City of Sault Ste. Marie  
Summary of Remuneration and Expenses 2024  
for Mayor & Council, Board and Committee Members**

**Mayor**

M. Shoemaker	- Honorarium	81,834.32
	- Car Allowance	5,715.27
	- Training/Travel -TVO Interview	709.92
	- AMO Conference	2,580.36
	- NOLUM Meeting	981.25
		91,821.12

**Councillors**

M. Bruni	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
		29,730.63

A. Caputo	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
	- Training/Travel - AMO Board Meetings	927.00
		30,657.63

L. Dufour	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
	- Training/Travel - AMO Conference	2,995.60
	- Training/Travel - AMO Cboard Meeting	492.00
	- Training/Travel - Affordable Housing Summit	906.88
		34,125.11

Note: During 2024 AMO made payments to L. Dufour totalling \$992.81 for travel expenses

C. Gardi	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
	- Training/Travel -AMO Conference	3,186.48
		32,917.11

S. Hollingsworth	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
	- Training/Travel -FONOM Conference	944.58
	- Training/Travel -AMO Conference	1,802.76
	- Training/Travel -FONOM Conference	235.35
		32,713.32

Note: During 2024 FONOM made payments to S. Hollingsworth totalling \$3,472.72 for travel expenses and honorarium

**Summary of Remuneration and Expenses 2024  
for Mayor & Council, Board and Committee Members**

S. Kinach	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
		<u>29,730.63</u>
M. Scott	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
		<u>29,730.63</u>
S. Spina	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
		<u>29,730.63</u>
L. Vezeau-Allen	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
	- Training/Travel -AMO Conference	3,131.82
		<u>32,862.45</u>
R. Zagordo	- Honorarium	26,298.15
	- Car Allowance	3,174.12
	- Cell Phone	258.36
		<u>29,730.63</u>
<b>Committee of Adjustment</b>		
F. Bruni	- Honorarium	989.04
J. Greco	- Honorarium	1,187.70
W. Greco	- Honorarium	989.04
M. McGregor	- Honorarium	1,036.34
A. Rossi	- Honorarium	989.04
<b>Police Services Board</b>		
M. Bruni	- Honorarium	0.00
J.A. Bruno	- Honorarium	2,058.94
E. Dabutch	- Honorarium	1,166.54
I. MacKenzie	- Honorarium	1,784.12
S. Miles	- Honorarium	3,567.98



**Summary of Remuneration and Expenses 2024  
for Mayor & Council, Board and Committee Members**

S. Spina	- Honorarium	0.00
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**Property Standards Committee**

K. Blunt	- Honorarium	100.00
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A. White	- Honorarium	100.00
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E. Filice	- Honorarium	100.00
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2024 Summary of Travel Expens

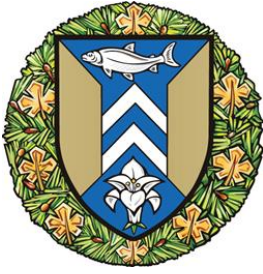
Appendix B

Name	Department	Purpose	Location	Total Expense Claim
Tom Vair	CAO	Conference	Ottawa	2,981.68
Tom Vair	CAO	Workshop	Huntsville	1,451.72
Tom Vair	CAO	Meeting	North Bay	222.11
Tom Vair	CAO	Meeting	Montreal	975.58
Larry Girardi	CAO	Meeting	Montreal	983.48
Anthony Buffone	CDES	Workshop	Elliot Lake	82.00
Anthony Buffone	CDES	Workshop	Bruce Mines	36.00
Anthony Buffone	CDES	Conference	Vaughn	1,320.11
Ben Ayton	CDES	Training	Markham	132.00
Ben Ayton	CDES	Conference	Blue Mountain	2,046.99
Brent Lamming	CDES	Conference	Toronto	4,063.00
Brent Lamming	CDES	Conference	Ottawa	2,735.59
Brent Lamming	CDES	Convention	Toronto	2,577.47
Brent Lamming	CDES	Workshop	Huntsville	1,600.64
Dave Lamming	CDES	Training	Toronto	1,991.84
Graham Atkinson	CDES	Conference	Toronto	2,709.93
Graham Atkinson	CDES	Conference	Toronto	2,781.14
Graham Atkinson	CDES	Meeting	Wawa	70.79
Harleen Puaar Shukla	CDES	Meeting	Toronto	660.50
Harleen Puaar Shukla	CDES	Workshop	Bruce Mines	36.00
Harleen Puaar Shukla	CDES	Conference	Toronto	2,245.64
Harleen Puaar Shukla	CDES	Meeting	Toronto	660.50
Jennifer Arbour	CDES	Conference	Mississauga	1,910.94
Jessica Maione	CDES	Workshop	Elliot Lake	82.00
Jessica Maione	CDES	Training	Elliot Lake	366.45
Joe Tuprin	CDES	Conference	Toronto	969.99
Joe Turpin	CDES	Conference	Orlando, FL	1,341.36 US
Kathy Fisher	CDES	Conference	Niagara Falls	2,759.08
Lackeisha Sogah	CDES	Conference	Mississauga	2,363.88
Madison Zuppa	CDES	Meeting	Little Current	755.51
Madison Zuppa	CDES	Conference	Sudbury	593.64
Maguire Wood	CDES	Training	St. Catherines	1,642.12
Nicole Maione	CDES	Training	Toronto	2,104.84
Rick Borean	CDES	Training	SSM, MI	40.50
Rick Borean	CDES	Meeting	SSM, MI	40.55
Rick Van Staveren	CDES	Meeting	Wawa	0.00
Rick Van Staveren	CDES	Workshop	Toronto	1,130.09
Syed Islam	CDES	Conference	Vancouver	3,350.49
Travis Anderson	CDES	Job Fair	Dubline, Ireland	8,600.40
Virginia Mcloud	CDES	Conference	Blue Mountain	881.00
Mike Vanderloo	CDES	Conference	Toronto	1,991.84
Madison Zuppa	Clerks	Conference	Blue Mountain	3,500.16
Madison Zuppa	Clerks	Forum	Toronto	566.93
Rachel Tyczinski	Clerks	Meeting	Sudbury	404.70
Rachel Tyczinski	Clerks	Conference	Blue Mountain	1,344.00
Rachel Tyczinski	Clerks	Forum	Toronto	566.93
Tessa Vecchio	Clerks	Conference	Toronto	2,438.58
Christine Pascall	Finance	Workshop	Sudbury	642.80
Gabrielle Nicholson	Finance	Conference	Blue Mountain	350.41
Shelley Schell	Finance	Symposium	Blue Mountain	98.39
Brant Coulter	Fire	Training	Huntsville	2,122.97
Craig Genys	Fire	Training	Richmond Hill	1,402.16
Gary Schryer	Fire	Training	Richmond Hill	1,220.05
John MacFarlane	Fire	Vehicle Pick up	sarnia	203.30
Lauren Perry	Fire	Training	Sudbury	729.11
Mike Brock	Fire	Training	North Bay	2,647.26
Mike Oliverio	Fire	Seminar	Toronto	1746.34
Paul Antonello	Fire	Training	Grimsby	1,740.27
Paul Antonello	Fire	Training	Aylmer	1,620.97
Paul Charron	Fire	Training	LANSING MI	2,559.04 US
Peter Johnson	Fire	Seminar	Toronto	1,869.34
Beth Madonna	HR	Conference	Richmond Hill	2,098.20
Nicole Ottolino	HR	Seminar	Toronto	708.56
Nicole Ottolino	HR	Workshop	Niagara Falls	1,829.30
Nicole Ottolino	HR	Forum	Toronto	1,525.41

2024 Summary of Travel Expens

Appendix B

Name	Department	Purpose	Location	Total Expense Claim
Sharon Lorenzo	HR	Training	Sudbury	422.80
Brooke Bunomo	Legal	POA Court	Wawa	173.05
Brooke Bunomo	Legal	POA Court	Wawa	200.05
Brooke Bunomo	Legal	POA Court	Wawa	174.05
Brooke Bunomo	Legal	POA Court	WAWA	169.05
Jenna Ricard	Legal	POA Court	Wawa	107.05
Jenna Ricard	Legal	POA Court	Wawa	107.05
Jordan Allard	Mayor's Office	Conference	Ottawa	2,464.71
Anthony Bumbacco	PWES	Training	Sudbury	576.62
Bob Starzomski	PWES	Training	Sudbury	576.62
Brent Walker	PWES	Training	Streator IL	686.57
Carl Rumiel	PWES	Meeting	Peterborough	1,002.76
Carl Rumiel	PWES	Conference	Ottawa	2,914.78
Catherine Taddo	PWES	Conference	Thunder Bay	1,129.42
Conrad Neveu	PWES	Training	Mississauga	1,507.29
Dan Swystun	PWES	Training	Mississauga	1,344.29
Francois Couture	PWES	Meeting	Toronto	0.00
Francois Couture	PWES	Meeting	Toronto	0.00
Francois Couture	PWES	Meeting	Toronto	0.00
Francois Couture	PWES	Meeting	Onaping Falls / Sudbury	0.00
Francois Couture	PWES	Conference	Windsor	0.00
Francois Couture	PWES	Meeting	Toronto	0.00
Frank Bumbaco	PWES	Meeting	Wawa	176.00
Frank Bumbaco	PWES	Conference	Burlington	1,566.07
Frank Bumbaco	PWES	Meeting	Sudbury	476.37
Freddie Pozzebon	PWES	Workshop	Ramara	279.15
Jason Cleminson	PWES	Training	woodbridge	1,841.32
Karen Camirand	PWES	Training	Woodbridge	1,892.43
Kevin Lavergne	PWES	Training	Walkerton	1,956.19
Kevin Lavergne	PWES	Training	London	2,455.79
Kieran Fitzpatrick	PWES	Training	Oakville	485.06
Larry Girardi	PWES	Meeting	Toronto	1,122.83
Maggie McAuley	PWES	Training	London	2,468.10
Maggie McAuley	PWES	Conference	Ottawa	2,769.10
Mark Muise	PWES	Training	Streator IL	584.31
Martie McMillan	PWES	Training	Guelph	1,495.92
Mike Blanchard	PWES	Conference	Etobicoke	1,304.67
Mike Smykacz	PWES	Meeting	Wawa	76.00
Noah Belec	PWES	Training	Oakville	497.45
Paul Fabbro	PWES	Training	Guelph	1,168.94
Paul Piazza	PWES	Training	Sudbury	1,291.21
Paul White	PWES	Meeting	Thunder Bay	945.60
Rick McColeman	PWES	Training	Guelph	1,168.94
Spencer Lavergne	PWES	Conference	Etobicoke	2,614.86
Susan Hamilton Beach	PWES	Meeting	Peterborough	1,135.04
Susan Hamilton Beach	PWES	Conference	Ottawa	2,954.15
Susan Hamilton Beach	PWES	Meeting	Montreal	1,009.48
Tim Edwards	PWES	Training	Sudbury	676.82
Tim Edwards	PWES	Training	Mississauga	1,344.29
Toni-Marie Streicher	PWES	Conference	London	2,107.82
Tyler Bertrand	PWES	Meeting	Wawa	76.00
Tyler Bertrand	PWES	Training	St. Catharines	2,034.87
Tyler Reid	PWES	Training	Guelph	1,168.94
Francois Couture	PWES	Meeting	Sudbury	146.00



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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer and  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2024 Investment Report

---

**Purpose**

The purpose of this report is to provide Council with the annual report of investments made by the municipality.

**Background**

Regulation 438/97 of the *Municipal Act, 2001* requires the Treasurer to provide an annual report of investments made by the municipality.

**Analysis**

The Investment Policy recommends a reasonable diversification of the portfolio to provide a more acceptable level of risk exposure. As well, investments are to be structured to be concurrent with anticipated cash demands.

The investment returns by portfolio include:

- Bank interest on the main general account of \$3,895,280 – rate of return 5.19% (2023: 5.5%)
- Short term investments: Canaccord Genuity Investment growth \$1,095,448 – weighted average yield 5.12% (2023: 4.62%) (Appendix A)
- Care and Maintenance Funds: RBC Dominion Securities Inc. net investment return \$186,257 – rate of return 4.1% (2023: 3.2%) (Appendix B)

**Financial Implications**

Investment income provides a non-tax revenue source to the City and assists in providing funding for capital and operations.

**Strategic Plan / Policy Impact / Climate Impact**

This is an operational matter not articulated in the strategic plan.

**Recommendation**

It is therefore recommended that Council take the following action:

2024 Investment Report  
March 17, 2025  
Page 2.

Resolved that the report of the Chief Financial Officer and Treasurer dated March 17, 2025 regarding the 2024 Investment Report be received as information.

Respectfully submitted,

Shelley J. Schell, CPA CA  
Chief Financial  
Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)



Canaccord Genuity

CASH  
MANAGEMENT  
GROUP



# SAULT STE. MARIE

## PORTFOLIO REVIEW

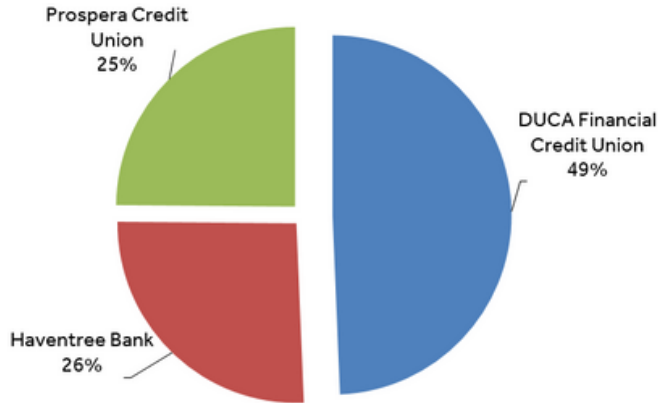
December 31st, 2024



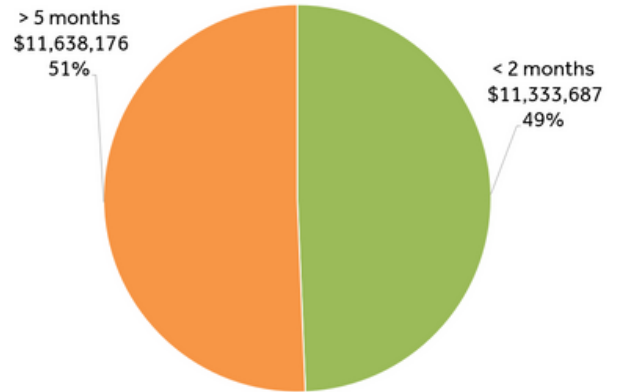
## Holdings

	Issuer		Market Value	
1	DUCA GIC 5.5% 24FEB25	\$	11,333,687	49.3%
2	HAVENTREE BK GIC 5% 16JUN25	\$	5,926,062	25.8%
3	PROSPERA CSH GIC 4.5% 13JUN25	\$	5,712,114	24.9%
<b>Total</b>		<b>\$</b>	<b>22,971,863</b>	<b>100%</b>

### Counterparty Exposure



### Maturity Allocation

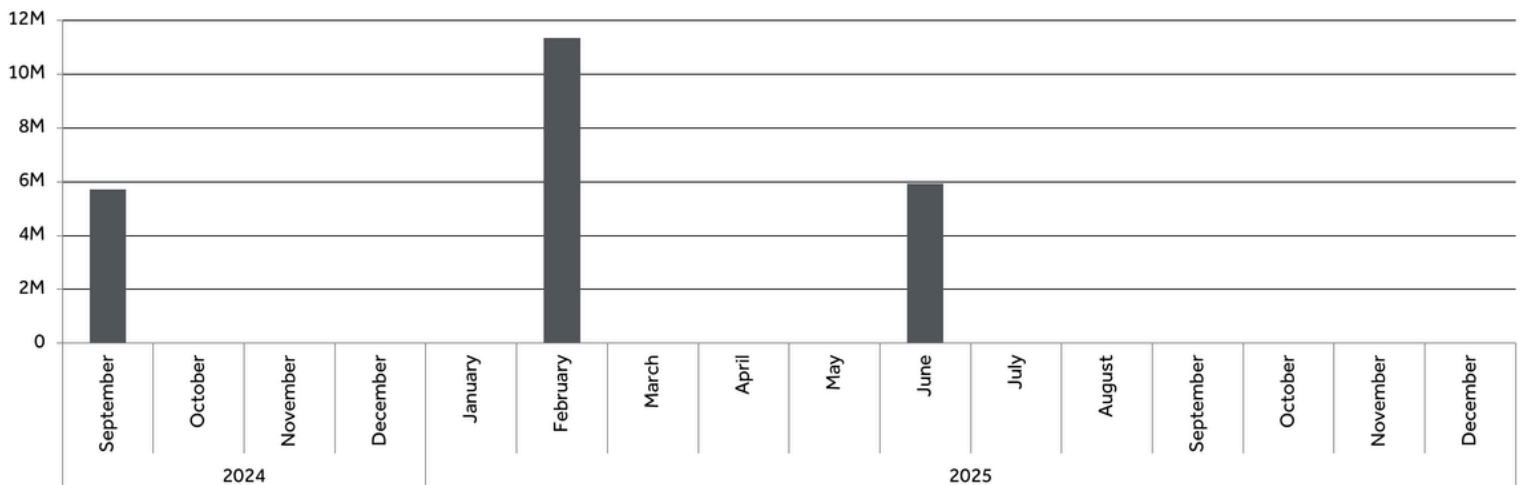


## Portfolio Characteristics

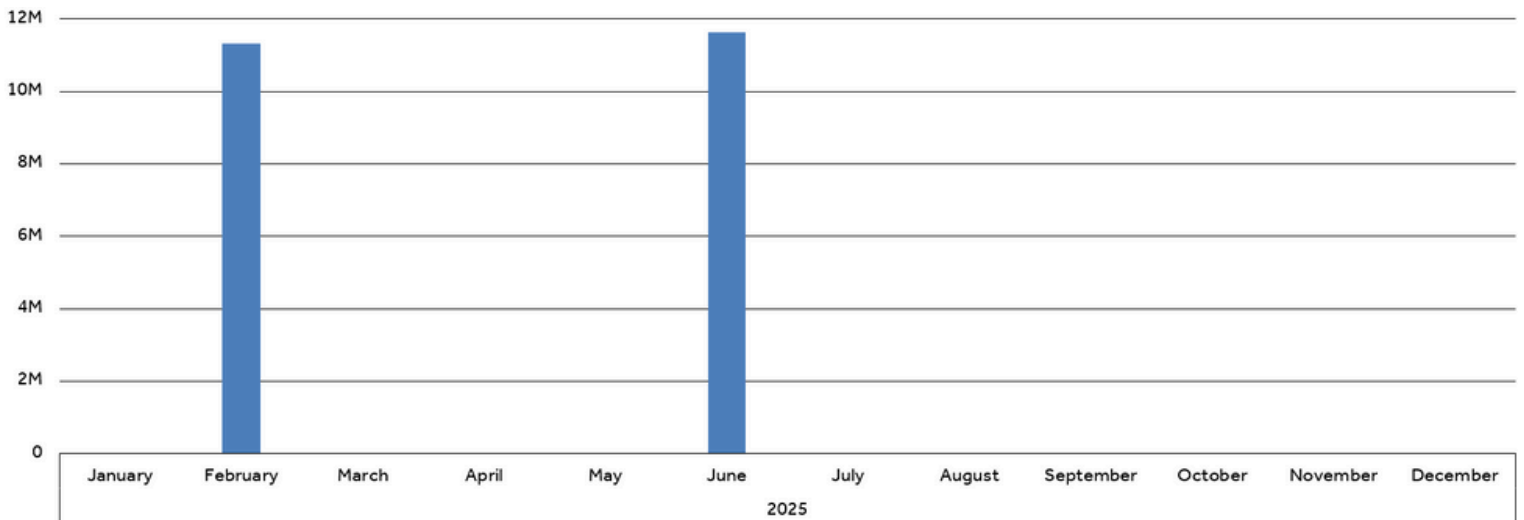
	December 31st, 2023	December 31st, 2024	Difference
<b>Market Value</b>	<b>\$21,876,416</b>	<b>\$22,971,863</b>	<b>\$1,095,448</b>
<b>Weighted Average Term to Maturity (Days)</b>	<b>92</b>	<b>111</b>	<b>19</b>
<b>Weighted Average Term to Maturity (Months)</b>	<b>3.1</b>	<b>3.7</b>	<b>0.6</b>
<b>Weighted Average Term to Maturity (Years)</b>	<b>0.25</b>	<b>0.30</b>	<b>0.05</b>
<b>Weighted Average Yield</b>	<b>4.62%</b>	<b>5.12%</b>	<b>0.50%</b>
<b>Holdings</b>	<b>4</b>	<b>3</b>	<b>-1</b>

\* All data is current as of December 31st, 2024

## Liquidity Schedule



## Maturity Schedule



## Market Commentary / Recommendation

Following the December 11th rate cut of 50 basis-points, the market started Q1 of 2025 with uncertainty for additional rate cuts in the short term. With the recent inflation numbers for both Canada and USA showing a gradual slow down in inflation, the market is now pricing in a 85% probability of a 25-basis-point rate cut in the upcoming January 29th, 2025, meeting. This would mark the sixth consecutive rate cut by the Bank of Canada, moving the policy interest rate from 3.25% to 3.00% (Source: Bloomberg, January 21st, 2025). The Bank of Canada continues to monitor inflation and unemployment numbers, with inflation decreasing to 1.80% in December and the latest unemployment data showing higher than expected new jobs added. There are increased expectations for the Bank of Canada to continue decreasing rates into the third quarter of 2025.

In 2024, we have seen the yield curve begin to slowly normalize in the longer terms, with 3- to 5-year yields slowly adjusting upwards. As the market adjusts to the consecutive rate cuts, shorter-term rates have continued to fall in anticipation of further changes to the policy rate. We recommended that clients take advantage of yields while they remained high, and the City successfully invested at the interest rate peak, increasing the portfolio's weighted average yield to 5.12%.

We continue to recommend to our clients to monitor their cash flow needs and lock in longer-term yields before any further decline in rates. If we see additional rate cuts in the following months as the market predicts, we would expect overnight accounts and HISAs, which have yields typically linked to prime, to continue to fall.





**RBC Dominion Securities Inc.**  
**CANADIAN DOLLAR**  
**ACCOUNT STATEMENT**

**DEC. 31**  
**2024**

Your Account Number: [REDACTED]

CITY OF SAULT STE MARIE CARE  
AND MAINTENANCE FUND  
99 FOSTER DRIVE  
SAULT STE MARIE ON P6A 5N1

Date of Last Statement: OCT. 31, 2024

**ADVISORY TEAM**

Wealth Advisor(s):

[REDACTED]

Team Member(s):

[REDACTED]

Branch Address:

[REDACTED]

Branch Manager:

[REDACTED]

**ASSET SUMMARY**

	MARKET VALUE AT DEC. 31	PERCENTAGE OF MARKET VALUE
Cash	\$0.00	0.00 %
Fixed Income	\$5,657,687.25	98.67 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds **	\$76,158.02	1.33 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
<b>Total Value</b>	<b>\$5,733,845.27</b>	<b>100.00 %</b>

**INCOME SUMMARY**

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$3,762.68	\$70,106.37
Other	\$0.00	\$0.00
<b>Total Income</b>	<b>\$3,762.68</b>	<b>\$70,106.37</b>

**CASH BALANCE**

ACCOUNT TYPE	OPENING BALANCE AT NOV. 29	CLOSING BALANCE AT DEC. 31
Cash	\$725.34	\$0.00

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Regulated by CIRO  
Canadian Investment  
Regulatory Organization





**RBC Dominion Securities Inc.**  
**CANADIAN DOLLAR**  
**ACCOUNT STATEMENT**

**DEC. 31**  
**2024**

Your Account Number: [REDACTED]

2 of 5

**ASSET REVIEW**

( Exchange rate 1USD = 1.43825 CAD as of DEC. 31, 2024 )

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
CDN WESTERN BANK	60,000	110.828	61,528.80	\$66,496.92
GIC - ANNUAL COMPOUND DUE 03/19/2025 2.170%	60,000			
ROYAL BANK OF CANADA	37,522	107.107	36,975.68	\$40,188.73
GIC - ANNUAL COMPOUND DUE 03/20/2025 4.400%	37,522			
BMO MORTGAGE CORP	300,000	100.000	300,000.00	\$302,121.37 <sup>1</sup>
GIC - ANNUAL DUE 07/07/2025 1.450%	300,000			
ROYAL BANK OF CANADA	500,000	105.123	482,135.00	\$525,618.00
GIC - ANNUAL COMPOUND DUE 08/19/2025 1.150%	500,000			
BANK OF NOVA SCOTIA	87,062	105.123	87,062.00	\$91,522.88
GIC - ANNUAL COMPOUND DUE 08/25/2025 1.500%	87,062			
CDN WESTERN BANK	35,000	100.000	35,000.00	\$35,173.18 <sup>1</sup>
GIC - ANNUAL DUE 09/17/2025 1.720%	35,000			
ROYAL BANK OF CANADA	81,927	110.567	83,028.10	\$90,584.55
GIC - ANNUAL COMPOUND DUE 09/22/2025 4.500%	81,927			
ROYAL TRUST COMPANY	81,927	110.567	83,028.10	\$90,584.55
GIC - ANNUAL COMPOUND DUE 09/22/2025 4.500%	81,927			
EQUITABLE BANK	73,665	104.271	73,665.00	\$76,811.90
GIC - ANNUAL COMPOUND DUE 02/20/2026 4.950%	73,665			
ONTARIO SAVINGS BOND 10YR FIXED RATE SR 2016 ANNUAL DUE 06/21/2026 2.200% JD 21	447,700 447,700	96.250	468,531.50	\$431,181.10 <sup>1</sup>
B2B BANK	98,000	100.000	98,000.00	\$98,812.46 <sup>1</sup>
GIC - ANNUAL DUE 07/06/2026 1.700%	98,000			
BANK OF MONTREAL	302,000	100.000	302,000.00	\$304,282.79 <sup>1</sup>
GIC - ANNUAL DUE 07/06/2026 1.550%	302,000			
BANK OF MONTREAL	30,000	111.558	30,000.00	\$33,467.55
GIC - ANNUAL COMPOUND DUE 07/08/2026 4.500%	30,000			
ROYAL BANK OF CANADA	877,000	111.956	877,000.00	\$981,861.14
GIC - ANNUAL COMPOUND DUE 07/08/2027 4.650%	877,000			

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**RBC Dominion Securities Inc.**  
**CANADIAN DOLLAR**  
**ACCOUNT STATEMENT**

**DEC. 31**  
**2024**

Your Account Number: [REDACTED]

3 of 5

**ASSET REVIEW**

( Exchange rate 1USD = 1.43825 CAD as of DEC. 31, 2024 )

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
ROYAL BANK OF CANADA GIC - ANNUAL DUE 07/26/2028 4.300%	847,000 847,000	100.000	847,000.00	\$862,765.80
MANULIFE TRUST CO. GIC - ANNUAL COMPOUND DUE 07/26/2028 4.310%	84,000 84,000	101.865	84,000.00	\$85,567.19
ROYAL BANK OF CANADA GIC - ANNUAL COMPOUND DUE 12/14/2028 4.600%	203,151 203,151	104.832	203,151.00	\$212,967.66
MANULIFE BANK CDA GIC - ANNUAL COMPOUND DUE 12/14/2028 4.610%	80,000 80,000	104.842	80,000.00	\$83,874.24
ROYAL BANK OF CANADA GIC - ANNUAL DUE 07/26/2029 4.250%	1,221,336 1,221,336	100.000	1,221,336.00	\$1,243,805.24
<b>Total Value of Fixed Income</b>			5,453,441.18	\$5,657,687.25

**MUTUAL FUNDS**

RBC INVESTMENT SAVINGS ACCOUNT SR A (2010)	RBF2010	7,615.802 7,615.802	10.000	76,158.02 76,158.02	\$76,158.02 \$76,158.02
<b>Total Value of Mutual Funds **</b>				76,158.02	\$76,158.02

**Total Value of All Securities** 5,529,599.20 \$5,733,845.27

**ACCOUNT ACTIVITY**

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
		<b>Opening Balance (NOV. 29, 2024)</b>				\$725.34
DEC. 09	REDEEMED	ROYAL TRUST CORP GIC - ANNUAL DUE 12/09/2024 INT 5.250% 5.250 DUE 12/09/24 MATURED	71,670-			71,670.00
DEC. 09	INTEREST	ROYAL TRUST CORP GIC - ANNUAL DUE 12/09/2024 INT 5.250% CPN INT ON 71670 BND REC 12/06/24 PAY 12/09/24		5.25		3,762.68

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**RBC Dominion Securities Inc.**  
**CANADIAN DOLLAR**  
**ACCOUNT STATEMENT**

**DEC. 31**  
**2024**

Your Account Number: [REDACTED]

4 of 5

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**ACCOUNT ACTIVITY**

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
DEC. 11	BOUGHT	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010) PROSPECTUS ENCLOSED SOLICITED AS OF 12/10/24	7,615.802	10.00	76,158.02	
<b>Closing Balance (DEC. 31, 2024)</b>						<b>\$0.00</b>

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**Head Office Address:**  
RBC Dominion Securities Inc.  
P.O. BOX 50  
Royal Bank Plaza  
Toronto, Ontario  
Canada M5J 2W7  
GST/HST Registration # 889767471

If you have a service request or a question about your statement or a service charge, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

**Telephone:** (416) 363-1019  
**Internet:** www.rbcdds.com  
**QST Registration #** 889767471

**RBC DOMINION SECURITIES**  
Compliance Department  
P.O. BOX 50, Royal Bank Plaza  
Toronto, Ontario  
M5J 2W7

- We may make recommendations and facilitate trades in securities of related issuers and connected issuers of the firm, or in derivatives where the underlying security is issued by a related or connected issuer of the firm, in your account. For a list of such related issuers and connected issuers, refer to the following website: [www.rbc.com/issuers-disclosures](http://www.rbc.com/issuers-disclosures) or contact your Investment Advisor.
- If you have a managed account, additional information regarding trades processed through your account is available upon request.
- Please be advised that if you have set-up a pre-authorized mutual fund purchase plan ("PAC Plan") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts for subsequent purchases of the applicable Fund under the PAC. You may at any time request to receive, at no cost, the most recently filed Fund Facts by contacting your Investment Advisor or by sending a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates provided on this page. The most recently filed Fund Facts may also be found by visiting either [www.sedar.com](http://www.sedar.com) or the website of the applicable Mutual Fund Manager.
- In certain cases in relation to securities in your portfolio, the current market value for the security is not available and/or no market currently exists for the security. In such cases, we may provide no market value or provide a market value based on either the last available market value/net asset value for the security, the book cost for the security or a value determined by receivership or other legal proceedings, as applicable. Such market values may not reflect the current value of the security. Market prices and book costs shown are obtained from sources that we believe are reliable but we do not guarantee their accuracy.
- In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
- Segregated Funds are contracts of life insurance and are not securities. All insurance products are offered through RBC Wealth Management Financial Services Inc. by licensed insurance representatives, except in Quebec, where insurance products are offered by licensed Financial Security Advisors.
- Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions. Where a book cost is not available on a security position; market value will be used to calculate the book cost.
- Fully paid securities are segregated on the records of RBC Dominion Securities Inc. and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand which, although recorded in our books, are not segregated and may be used in the conduct of our business.
- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers' accounts are protected by the CIPF's Investment Dealer Fund in accordance with its Coverage Policy. A brochure describing the scope and nature of coverage, as well as the limitations and exclusions of coverage, is available upon request.
- Please contact your local branch or the Head Office address listed above for a copy of the brochure.
- All income reported in the "Income Summary" of your account statement is for information purposes only and should not be used for tax reporting purposes. Where applicable, any income that is taxable will be reported on the appropriate tax slips.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement : NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.
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**FOOTNOTES**

- \* - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Cost on this security position has been provided by a source other than RBC Dominion Securities. As such, RBC Dominion Securities is not responsible for the completeness or accuracy of the information provided.
- 1 - Includes accrued interest.
- 2 - Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact your Investment Advisor to update the statement records.
- 3 - The Book Cost of this security is temporarily unavailable due to a pending corporate action event. Please contact your Investment Advisor for additional information.
- ° - Market value of non-prospectus qualified investment funds (each a "Fund"), disclosed on this statement, is calculated by the fund manager in arrears and may not reflect the actual net asset value from the previous calendar quarter. This market value is an estimate and excludes any unrealized gain / loss on the underlying positions of the Funds for the current calendar quarter.
- ¤ - The Book Cost of this security cannot be determined. Please contact your Investment Advisor for additional information.
- \*\* - Segregated Funds are included in the Total Value of Mutual Funds.
- \*\*\* - Converted U.S. dollar contributions or withdrawals are included in your plan summary.
- 4 - This security may be subject to a deferred sales charge at the time that it is sold.
- ¤ - There is no active market for this security so its market value has been estimated.



**RBC Dominion Securities Inc.**  
**CANADIAN DOLLAR**  
**ACCOUNT STATEMENT**

Statement for October 1 to December 31, 2024

Page 1 of 1

**PORTFOLIO REVIEW**

Your Account Number: XXXXXXXXXX

<b>INVESTMENT RETURN</b>	<b>Current Quarter</b> (Oct. 1, 2024 - Dec. 31, 2024)	<b>Year-to-Date</b> (Jan. 1, 2024 - Dec. 31, 2024)	<b>5 Year</b> (Jan. 1, 2020 - Dec. 31, 2024)
Interest	3,762.68	70,106.37	334,983.89
Dividends	0.00	0.00	0.00
Managed Fund Distributions	0.00	0.00	0.00
Other Distributions	0.00	0.00	0.00
Change in Market Value	43,174.53	116,150.59	240,163.62
<b>Total Investment Return</b>	<b>46,937.21</b>	<b>186,256.96</b>	<b>575,147.51</b>

<b>CAPITAL REVIEW</b>	<b>Current Quarter</b> (Oct. 1, 2024 - Dec. 31, 2024)	<b>Year-to-Date</b> (Jan. 1, 2024 - Dec. 31, 2024)	<b>5 Year</b> (Jan. 1, 2020 - Dec. 31, 2024)
Beginning Portfolio Value	5,686,908.06	4,547,588.31	4,158,697.76
Deposits/Transfer Ins	0.00	1,000,000.00	1,000,000.00
Withdrawals/Transfer Outs	0.00	0.00	0.00
Total Investment Return	46,937.21	186,256.96	575,147.51
<b>Ending Portfolio Value</b>	<b>5,733,845.27</b>	<b>5,733,845.27</b>	<b>5,733,845.27</b>

For the current quarter:

Your Beginning Portfolio Value includes accrued interest of 24,290.24.

Your Ending Portfolio Value includes accrued interest of 43,894.69.

This statement should not be used for income tax reporting purposes.

(over)

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## UNDERSTANDING YOUR PORTFOLIO REVIEW

Your Portfolio Review provides a summary of the activity within your portfolio over various time periods. The definitions of the various terms included in this statement are listed below.

---

### INVESTMENT RETURN

This section summarizes the Total Investment Return of your portfolio, in dollar terms, over various time periods. The components of your Total Investment Return include:

**Interest** - Includes interest payments paid to you from investments such as bonds, debentures, guaranteed investment certificates, term deposits, and cash balances in accounts. Interest income earned on discounted securities, such as strip bonds, treasury bills, bankers acceptances and commercial paper, are not included in this category. Interest income that accrues from such discounted securities is reflected in the category listed below titled, "Change in Market Value".

**Dividends** - Includes dividends paid to you from common and preferred shares.

**Managed Fund Distributions** - Includes distributions paid to you from investments such as mutual funds, pooled funds and segregated funds of life insurance companies.

**Other Distributions** - Includes distributions paid to you from any other investment not covered in the previous categories such as Real Estate Investment Trusts, Royalty Trusts and Income Trusts.

**Change In Market Value** - Includes the change in market value of all the securities, including cash balances, within your portfolio between the end of the previous period and the end of the current period.

**Total Investment Return** - The Total Investment Return on your portfolio. This value is calculated after all management fees and commissions.

---

### CAPITAL REVIEW

This section summarizes the change in value of your portfolio over various time periods. The components that contribute to your change in portfolio value include:

**Beginning Portfolio Value** - Market value of your portfolio, including accrued interest, at the end of the previous period. The value of accrued dividends are not included in this value.

**Deposits/Transfer Ins** - The value of all cash and/or securities deposited to your portfolio, including currency transfers and cash and/or securities transferred in from other RBCDS accounts.

**Withdrawals/Transfer Outs** - The value of all cash and/or securities withdrawn from your portfolio, including currency transfers and cash and/or securities transferred out to other RBCDS accounts.

**Withholding Tax** - Various sources of income earned in portfolios may be subject to withholding taxes. These include withdrawals from registered accounts such as Registered Retirement Savings Plans (RRSPs) and Registered Retirement Income Funds (RRIFs) and income received from foreign investments.

**Total Investment Return** - The Total Investment Return on your portfolio. This value is calculated after all management fees and commissions. This value is calculated in the "Investment Return" section of this Portfolio Review.

**Ending Portfolio Value** - Market value of your portfolio, including accrued interest, at the end of the current period. The value of accrued dividends are not included in this value.

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### Definition of Time Periods:

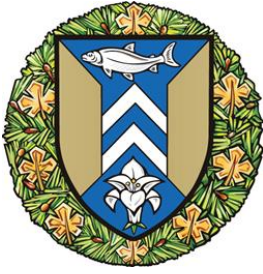
**Current Quarter:** Refers to the 3-month period ending as of the indicated reporting date.

**Year-to-Date:** Refers to the period between January 1st of the current year and the indicated reporting date.

**5 Year:** Refers to the 60-month period ending as of the indicated reporting date.

**Since:** Refers to the period between the date on which your account was funded and the indicated reporting date.

Should you have any questions, regarding this statement, please contact your Investment Advisor.



The Corporation of the  
City of Sault Ste. Marie  
**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Tender for Equipment Purchase – One Backhoe  
(Cemetery)

---

**Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of one backhoe as required by Cemetery Division – Community Development and Enterprise Services.

**Background**

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on February 26, 2025 within the e-bidding system.

**Analysis**

The tenders received have been thoroughly reviewed by staff from Cemetery Division and CDES. The low tendered price, meeting specifications has been indicated on the summary attached.

**Financial Implications**

J.R. Brisson Equipment Ltee. submitted pricing in the amount of \$159,724, HST being fully rebateable, for this equipment.

During 2025 Budget deliberations, Council approved the allocation of \$155,000 for a Cemetery backhoe. The shortfall will be funded from the Cemetery Operations Account.

This request can be accommodated within these funding allocations.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchase as required by Cemetery be received and that the purchase be awarded to J.R. Brisson Equipment Ltee. in the amount of \$159,724



Tender for Equipment Purchase – One Backhoe (Cemetery)

March 17, 2025

Page 2.

plus HST, with remaining funding allocated from the Cemetery Operations Account.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

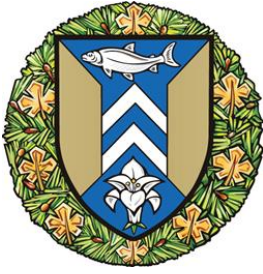
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

**Tender Summary  
 One (1) Backhoe**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
North Rock Rentals Ltd. Val Caron, ON	2024 JCB 3CX 12L4WM PLUS New	20 w/days	2 yr/2000 hour	\$120,098.88	Does not meet specifications
Equipment World Inc. Sudbury, ON	2025 BOBCAT BH760 T4	60-120 w/days	2 yr/2000 hour	\$153,750.00	Does not meet specifications
J.R. Brisson Equipment Ltee Vars, ON	2024 CASE 580SV New	30-60 w/days	2 yr/2000 hour	\$159,724.00	Meets Specifications
Toromont, CAT Concord, ON	2025 CAT 428	41 w/days	5 yr/5000 hour	\$198,212.28	Meets Specifications
Soo Swift Delivery Sault Ste. Marie, ON	2025 NEW HOLLAND B95B 1908 EXV	30 w/days	<i>not indicated</i>	\$290,850.00	Does not meet specifications

Note: The low tendered price, meeting specifications, is boxed above.  
 The total cost to the City will be \$159,724, HST being fully rebateable  
 It is my recommendation that the tendered prices, submitted by J.R. Brisson Equipment Ltee. be accepted.

Karen Marlow  
Manager of Purchasing



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

March 17, 2025

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

---

**Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of various pieces of equipment as required by Public Works and Landfill Divisions.

**Background**

Tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on February 19, 2025 within the e-bidding system.

**Analysis**

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

**Financial Implications**

The total purchase price for this equipment replacement \$2,608,070 including non-rebatable HST.

During 2025 Budget deliberations, Council approved the allocation of \$2,543,000 for Public Works capital equipment and \$1,960,000 for Landfill Division equipment from Landfill Reserve Funds, which includes the purchase of these listed equipment requirements.

The purchase amount can be accommodated within these funding allocations.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchases as required by Public Works and Landfill be

Tenders for Equipment Purchase – Public Works and Landfill

March 17, 2025

Page 2.

received and that the tenders for the supply and delivery of various pieces of equipment, awarded at the low bid price meeting specifications be awarded as follows:

*Public Works Units:*

Two 66,000 GVW Tandem Plow	TMS Truck Centre	\$737,360
One Three Wheeled Broom Sweeper with Conveyor Belt	FST Canada Inc.	\$413,574
One Articulating Wheeled Loader	Brandt Tractor Ltd.	\$630,866.94

*Landfill Unit:*

One Waste Handler Crawler Tractor	Brandt Tractor Ltd	\$781,160.81
-----------------------------------	--------------------	--------------

for a total amount of \$2,562,961.75, plus HST.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

**Tender Summary**  
**Two (2) 66,000 GVW Tandem Plow**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre (1) Sault Ste. Marie, ON	(2) 2026 Western Star 47X Viking Attachments	200-250 w/days	5 yrs/241,500 km	\$737,360.00	Meets Specifications
TMS Truck Centre (2) Sault Ste. Marie, ON	(2) 2026 Western Star 47X *Larochelle Attachments	200-250 w/days	5 yrs/241,500 km	\$824,764.00	Does not meet specifications
Northern Power Train Sault Ste. Marie, ON	(2) 2026 Western Star 47X *Larochelle Attachments	180 w/days	5 yrs/241,500 km	\$824,764.00	Does not meet specifications

\* Attachments tendered, other than requested

Note: The low tendered price, meeting specifications, is boxed above.  
The total cost to the City (two units) will be \$750,338, including the non-rebatable portion of the HST  
It is my recommendation that the tendered prices, submitted by TMS Truck Centre Ltd. be accepted.

Karen Marlow  
Manager of Purchasing

Public Works  
 Buildings and Equipment  
 2025 Capital Equipment Item #2

Closed February 19, 2025  
 Purchasing File: 2025PWE-PWT-03-T

**Tender Summary**  
**One (1) Three Wheeled Broom Sweeper with Conveyor Belt**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Quoted Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Soo Swift Delivery Sault Ste. Marie, ON	2012 Elgin Pelican	2 weeks	None	\$380,550.00	Does Not Meet Specifications
Merit Sweeprite Inc. Breslau, ON	2025 Sweeprite S2	8 weeks	One (1) year/1500 hrs.	\$269,000.00	Does Not Meet Specifications
FST Canada Inc. o/a Joe Johnson Equipment Innisfil, ON	2025 Elgin Pelican	140 w/days	One (1) year	\$413,574.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.  
 The total cost to the City will be \$420,853 including the non-rebatable portion of the HST  
 It is my recommendation that the tendered prices, submitted by FST Canada Inc. be accepted.

Karen Marlow  
Manager of Purchasing

Tender Summary  
One (1) Articulating Wheeled Loader

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Quoted Price after Trade-In Allowance (HST extra)</u>	<u>5 Year Lease Periodic Payment Including 5 year PM (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Regina, Saskatchewan	2024 John Deere 644X	7 w/days	1 year	\$630,866.94 includes 5 year PM	\$9,090.09	Meets Specifications
Hood Equipment Canada Rosslyn, ON	2025 Hyundai HL960A	6 weeks	3 years/3000 hrs.	\$473,000.00 includes 5 year PM	N/A	Does Not Meet Specifications
Nors Construction Equipment Rosslyn, ON	2024/2025 Volvo L110H2	32 w/days	1 year	\$409,900.00	N/A	Does Not Meet Specifications
North Rock Rentals Val Caron, ON	2025 JCB 457	32 w/days	2 year	\$602,163.18 includes 5 year PM	\$10,064.36	Does Not Meet Specifications
ReadyQuip Sales and Service Timmins, ON	2025 Develon DL320-7	90 w/days	3 years/3000 hrs.	\$475,150.00 includes 5 year PM	N/A	Does Not Meet Specifications
Soo Swift Delivery Sault Ste. Marie, ON	2008 Case 821	2 weeks	None	\$270,930.00	N/A	Does Not Meet Specifications

Note: The low tendered price, meeting specifications, is boxed above.  
The total cost to the City will be \$641,970 including the non-rebatable portion of the HST  
It is my recommendation that the tendered prices, submitted by Brandt Tractor Ltd. be accepted.

Karen Marlow  
Manager of Purchasing

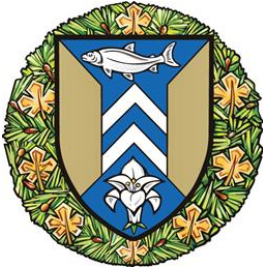
**SUMMARY OF TENDERS**  
**One (1) Waste Handler Crawler Tractor**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>5 Year Lease Periodic Lease Payment (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Regina, Saskatchewan	2025 John Deere 850X Tier	120 w/days	2 yrs/2000 hrs	\$781,160.81 includes 5 year PM	\$11,636.12	Meets Specifications
Toromont Cat Sault Ste. Marie, ON	2025 Cat D6XEVPAT	84 w/days	5 yrs/5000 hrs	\$942,180.42	\$14,549.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.  
 The total cost to the City will be \$794,909 including the non-rebatable portion of the HST  
 It is my recommendation that the tendered prices, submitted by Brandt Tractor Ltd. be accepted.

Karen Marlow  
Manager of Purchasing





The Corporation of the  
City of Sault Ste. Marie

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: eScribe Subscription Agreement Renewal

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**Purpose**

The purpose of this report is to obtain Council approval for renewal of the eScribe Subscription Agreement between the City and eScribe Software Ltd. (eScribe) for a term of three years commencing April 1, 2025, with an automatic extension for an additional three years (*unless notice of termination is provided*), as required by Clerks Department.

**Background**

In June 2013 a Request for Proposal was issued for Electronic Meeting Management Software, in which eScribe was awarded services with subscription through to end of March 2019 during which minor application improvements were applied to the software. Commencing April 1, 2019 the platform was enhanced with cloud software and support. The City's existing licencing agreement is due to expire March 30, 2025.

**Analysis**

The eScribe platform is comprised of best-in-class applications and continues to support the City's needs as a management tool for meeting and agenda automation, and approval requirements.

This single source request is in accordance Purchasing By-law 22.3 a), where service is a proprietary software application, and h) where continuity of service is in the best interest of the City.

**Financial Implications**

The annual subscription fee is \$25,046.16 plus HST and can be accommodated within Information Technology Division's software support operating budget.

**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:

eScribe Subscription Agreement Renewal

March 17, 2025

Page 2.

The relevant By-law 2025-48 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

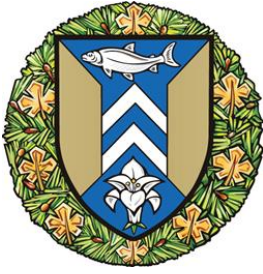
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Equipment Purchase – Three Pumper Trucks – Fire Services

---

**Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of three pumper trucks, as required by Fire Services.

**Background**

The industry for fire emergency vehicles has seen quarterly incremental increases applied based on market pricing. A market review of budgetary pricing in 2024 indicated escalating costs.

An information report from Fire Chief to Council October 21, 2024 indicated there would be savings if three pumper units were procured at the same time. Specifically, pricing would be reflected at the current year's pricing, as opposed to purchasing apparatus separately each year. The market is volatile, so postponing this purchase further will result in higher pricing.

Further benefits of procuring three identical units include standardized parts, identical tooling for mechanical, and familiarity of equipment for staff doing maintenance and repairs.

**Analysis**

A competitive bid process RFP#113021 Firefighting Apparatus and Fire Service Vehicles was conducted through the LAS/Canoe Procurement Group whereby Safetek Emergency Vehicles Ltd. (Safetek) is the awarded Canadian dealer representative for the Smeal/Spartan Pumper Fire Apparatus, Contract #113021-RVG-4.

Request for pricing quote was issued to Safetek Emergency Vehicles Ltd., applicable under their LAS/CANOE contract arrangement with specifications meeting current Fire Services Equipment requirements.

The pricing received has been thoroughly evaluated and reviewed by Fire Chief and Assistant Fire Chief, Fire Services and the pricing meeting specifications has

been indicated on the summary attached. The pricing reflects the advantages of leveraging the buying power through LAS/Canoe which includes an 8.3 percent discount of \$154,332 per unit on base price. An additional discount has been applied for the multiple unit purchase.

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

**Financial Implications**

Safetek's total proposal price for this equipment is \$5,283,097 including non-rebatable HST for all three units.

During the 2024 and 2025 Budget deliberations, Council approved the allocation of \$5,050,000 in total for this equipment within Capital Budget years 2024, 2025 and 2026. Given the build-time for these units, delivery and subsequent invoices will not be seen until 2027.

The shortfall can be accommodated from Fire Capital Equipment Reserves.

**Strategic Plan / Policy Impact / Climate Impact**

This item aligns with the Corporate Strategic Plan in the Service Delivery focus area Customer Service: Fire Services focuses on the community with a goal to provide exceptional service during an emergency. Having current and up-to-date apparatus will best facilitate responses.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 17, 2025 concerning equipment purchase of three pumper trucks as required by Fire Services be received and that the purchase from Safetek Emergency Vehicles Ltd., be approved at the total quoted amount of \$5,191,722 plus HST with shortfall allocated from Fire Capital Equipment Reserves.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

Fire Services

Received: March 6, 2025

**Summary of Pricing  
Three (3) Smeal/Spartan Pumper Fire Apparatus**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Discounts (HST extra)</u>	<u>Remarks</u>
Safetek Emergency Vehicles Ltd. Abbotsford, BC	2026 SMEAL Metro Star Pumper Apparatus	850 days	Engine-Cummins (5) Year/100,000 Miles Transmission-Allison (5) Year	\$5,191,722.00	Meets Specifications

Note: The quoted pricing, meeting specifications is supplied above

Although only one bid was received, it is deemed fair and equitable

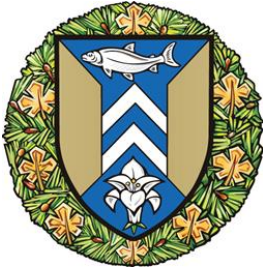
The total cost to the City (three units) will be \$5,283,097, including the non-rebatable portion of the HST

Vendor disclaimer: Pricing subject to adjustment based on exchange rate fluctuation above the current held rate of 1.4240.

It is my recommendation that the pricing, submitted by Safetek Emergency Vehicles Ltd., be accepted.

The amount named in this proposal shall remain valid to noon on March 25, 2025

Karen Marlow  
Manager of Purchasing



The Corporation of the  
City of Sault Ste. Marie  
**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Frank Coccimiglio, Manager of Information Technology  
DEPARTMENT: Corporate Services  
RE: Extension of Agreement – Unified Communication System  
(Telephony)

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**Purpose**

The purpose of this report is to seek approval of the extension of the agreement for unified communication services (telephony).

**Background**

In 2018, a request for proposal (RFP) was issued for a unified communication system (telephony) with a five-year term, fixed pricing for goods and services, and an optional five-year renewal. Shaw Communications was the successful proponent. Council approved the agreement on June 17, 2019.

**Analysis**

With Rogers' acquisition of Shaw Communications, the renewal contract has been delayed, with the City on a month-to-month payment option. Rogers has agreed to continue the service for five years on the same terms and conditions at the same fixed pricing for goods and services.

**Financial Implications**

Funding for the unified communication (telephony) service for 2025 is included in the 2025 operating budget and will be included in future budget years for the contract term.

**Strategic Plan / Policy Impact / Climate Impact**

This is an operational matter not articulated in the strategic plan.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant by-law 2025-44 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Extension of Agreement – Unified Communication System (Telephony)

March 17, 2025

Page 2.

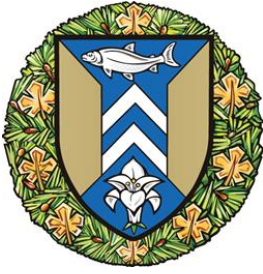
Respectfully submitted,

Frank Coccimiglio

Manager of Information Technology

705.759.5303

[f.coccimiglio@cityssm.on.ca](mailto:f.coccimiglio@cityssm.on.ca)



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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Rachel Tyczinski, City Clerk  
DEPARTMENT: Corporate Services  
RE: Procedure By-law Review 2025

---

**Purpose**

The purpose of this report is to obtain approval of recommended amendments to Council's procedure by-law.

**Background**

Council's procedure by-law provides that the by-law be reviewed during the term of each Council.

The procedure by-law was last amended in June 2023.

The Procedure By-law Review task force is composed of Mayor Shoemaker, Councillor L. Dufour, Councillor M. Scott, CAO Vair, City Solicitor, City Clerk and Deputy City Clerk.

**Analysis**

The City Clerk's office maintains a list of recommended procedural amendments based on trends in the municipal sector, reports and best practices from the Office of the Ontario Ombudsman and changes to legislation.

The Procedure By-law Review task force met on September 24, 2024.

A summary of proposed changes appears below:

- Moving "general provisions" to the beginning of the by-law for ease of reference
- Prohibition of signs in Council Chamber
- Prohibition on obstructing ramps, entry points
- Description of Agenda Review as a task force
- Requirement that the Chair must attend meetings in person except where there are exclusive electronic meetings.
- Livestreaming of exclusive electronic meetings
- Provision for a fifteen-minute recess when the meeting broadcast is not functional in order to allow public to attend in person
- Board and committee meetings may be held in person with the option for members to participate electronically. Members of the public or media may



register and request to observe the meeting electronically. Board and committee meetings will not be recorded. Board and committee meetings will only be broadcast if they are exclusively electronic

- In the event that a member of Council declares a conflict of interest on an item that is included in the consent motion, that item shall be removed from consent and dealt with separately.
- No delegations permitted for items under Agenda item 9. (Unfinished Business, Notices of Motion and Resolutions Placed on Agenda by Members of Council).
- A delegation must provide new information to Council, must not be a repeat of a delegation heard in the previous six months, must not be relate to litigation or pending litigation, and must not contain inappropriate or insulting language

### **Financial Implications**

There are no financial implications.

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

The procedure by-law reflects Council's stated value of accountability and transparency.

There is no climate impact.

### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-100 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

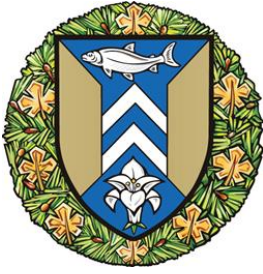
Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5391

[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Deputy CAO Community Development and  
Enterprise Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Buy Canadian

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**Purpose**

The purpose of this report is to provide Council information as to how local and Canadian businesses are being supported in accordance with the recently approved resolution concerning US/Canadian trade.

**Background**

At the February 3, 2025 Council meeting, Council passed the following resolution:

Whereas United States President Donald Trump may impose 25% tariffs on Canadian goods; and

Whereas tariffs could lead to a halt of the supply chain and create economic uncertainty in municipalities of all sizes with special concern here in Sault Ste. Marie on the potential for significant disruption within the steel industry; and

Whereas municipalities are the foundation on which the Canadian economy is built, and as such should offer our support for a Team Canada united response; and

Whereas municipalities have significant purchasing power through capital and infrastructure programs, with Sault Ste Marie's capital program for 2025 being \$45 million alone, while the Association of Municipalities of Ontario cite that infrastructure spending across Ontario in the next 10 years is expected to exceed \$250 billion; and

Whereas municipalities have traditionally been prevented by trade agreements from giving preference to Buy Canadian; and

Whereas Federal and Provincial leaders are encouraging all Canadians to Buy Canadian;

Now Therefore Be It Resolved that Sault Ste Marie Council effective the date of any implemented tariffs:

- Stand with Team Canada on the message that tariffs are not in the best interests of Canadian or American consumers and businesses; and
- Call on the Federal and Provincial governments to work with municipalities on measures to protect Canadian consumers and businesses; and
- Call on the Federal and Provincial governments to remove all barriers to municipalities preferring Canadian companies in procurement for capital projects and supplies as well as those that prevent municipalities from preferring Canadian companies for projects and supplies; and
- Call on the Federal and Provincial government to remove all trade barriers between provinces; and
- Endorse the Federal and Provincial call for Buy Canadian and encourage Saultites to Buy Canadian whenever possible.

Ontario Premier Doug Ford has announced a series of retaliatory measures in response to new U.S. tariffs, [including removing American alcohol from the LCBO](#), cancelled a contract with Starlink, imposing surcharges on electricity and potentially imposing surcharges on critical minerals exported to the United States.

Ford also announced a sweeping ban on U.S.-based companies participating in government procurement. Ontario and its agencies spend approximately \$30 billion annually on procurement, a revenue stream American firms will now be cut off from. “U.S.-based businesses will now lose out on tens of billions of dollars in revenues,” Ford said. He also called on all 444 municipalities across Ontario to follow suit and implement similar bans at the local level. <https://www.ctvnews.ca/toronto/article/here-is-a-full-list-of-retaliatory-actions-ontario-has-promised-to-take-amid-tariffs/>

The Association of Municipalities of Ontario (AMO) has also provided an update (Appendix A) with a focus on continuing to highlight to federal and provincial governments the desire for Ontario municipalities to take action.

### **Analysis**

The City of Sault Ste. Marie is continuing to monitor the trade tariff situation closely and is actioning appropriate mitigation strategies to:

- Work with vendors and buying groups to try to mitigate tariff impacts;
- Continue to encourage local vendors to bid on City procurements;
- Aligning with other levels of government and municipalities once initiatives are approved by the Province, ensuring that municipalities can comply with standing trade agreements.

Staff are reviewing procurement for goods and services in conjunction with existing contracts.

An example of this review is for Community Development and Enterprise Services (CDES) with respect to the procurement of food and beverage items. The Arenas Division does not order anything directly from the USA.

Gordon Food Supply (GFS) supplies 80 to 90% of food items (canola oil, french fries – McCain, nachos etc.) to purchase in bulk quantities, given the Arenas volume requirements for most items. This is a North American Company with a separate Canadian division. GFS is a large food distribution company that sources its goods and products from a wide network of suppliers.

Here are some key aspects of their sourcing strategy:

**1. Global and Local Sourcing:**

- GFS sources products globally from a variety of countries, aiming to meet diverse customer needs.
- They also focus on local sourcing to support regional suppliers and meet demand for local products.

**2. Supplier Partnerships:**

- GFS partners with a multitude of suppliers ranging from small local producers to large international manufacturing companies.
- These partnerships help ensure a consistent supply of high-quality products.

**3. Product Range:**

- Their products include fresh produce, meats, seafood, dairy, and restaurant supplies, among others.
- The sourcing for each category involves different suppliers, with meats and produce often sourced through regional farmers and ranchers.

**4. Distribution Centers:**

- GFS operates multiple distribution centers across North America, which helps manage the supply chain efficiently and ensure timely deliveries.

**5. Sustainability and Quality:**

- The company emphasizes sustainability in its sourcing practices, opting for products with certifications like organic or sustainably harvested.

At times, the City has also used Sysco Canada, which again is a North American company with a Canadian division.

Milk and ice cream is purchased locally from Lock City Dairy. Lock City Dairy sources most of its milk from farms in the Algoma and Northshore regions.

The City purchases coffee from Mother Parkers. The head office is in Mississauga, and supply for Sault Ste. Marie is procured out of an Elliot Lake warehouse. Mother Parkers Coffee is a well-known Canadian coffee manufacturer that sources its

coffee from various regions around the world, though specific sourcing details such as the countries or farms are typically proprietary.

Popcorn is purchased from Poppa Corn from Elliot Lake Warehouse via head office with primary operations in Mississauga, Ontario.

The pouring rights contract is with Molson Coors Beverage Company o/a Molson Canada 2005. Under that contract, the City can sell up to 15% local, which the team uses to its full potential with Northern Superior, Outspoken, and Soo Falls breweries here in Sault Ste. Marie. The beverage contract is held with PepsiCo Beverages Canada.

All other products are sourced locally for items such as tomatoes and lettuce due to risk of spoilage. Those purchases are from National Grocers, which is a Division of Loblaws Canada.

The integration and complexity of supply chains makes it difficult to determine the financial impact to the City from tariffs. For instance, a transmission module for auto parts begins as scrap metal in Guelph and then crosses the Canada, USA and Mexico borders seven times before it becomes an automatic transmission for a vehicle. (Trump tariffs: How one car piece crosses Canada, U.S. Mexico borders 7 times, The London Free Press, Norman De Bono, March 4, 2025).

An AMO Policy update from March 4, 2025 provided that Oxford Economics estimates that tariffs could increase infrastructure costs over \$1 billion on nearly \$50 billion in planned expenditures over the next two years. This would result in an estimated municipal capital cost increase of 2.1% in upcoming contracts. The majority of City procurements are from Canadian companies, but the supply chain for any products or the hosting of data (in the case of software solutions), may be in the USA.

Many vendor contracts, such as those for transit fleet procurements, include language stating that adjustments may need to be made to current contracts in response to US tariffs. Staff will continue to work with vendors and buying groups to mitigate the impact of tariffs. If a contract is determined to be unaffordable, it will be reviewed for termination provisions. Some procurements have a limited vendor pool, making it difficult to seek alternative sources.

Staff will review and determine if by-law or policy amendments are required pending provincial changes to procurement protocols and trade agreements.

From an economic development perspective, staff have established regular communication with major employers. Discussions focus on addressing pressing issues and exploring collaborative opportunities.

Additionally, staff have reached out to secondary industries within the City to assess the potential effects of impending tariffs. Should these tariffs persist, businesses closely related to steel and forest-dependent industries will face significant impacts. Staff are closely monitoring the daily updates and changes in this volatile situation.

Staff are launching a new landing page to highlight available support for affected businesses and individuals. This page will feature links to current programs and will be updated with any changes at the provincial and federal levels. Furthermore, the Millworks Centre for Entrepreneurship will utilize social media to promote its services, ensuring that those impacted know the resources available to assist them in starting a business within the community. Information will include links to tariffs and counter-tariffs and a link to the Trade Commissioner Service (TCS), who provide support such as Assessment, Market Diversification, Networking and partnerships related to the tariffs. Among the TCS resources available are Self-Help Tools, Export Diversification guidance and Partner Support. Links will also be provided to the Business Development Bank of Canada (BDC) who have a special tariff program in place.

Staff also will provide a link to the Tariff Playbook produced by the World Trade Centre Toronto, which focuses on strategies for small and medium-sized businesses and how they can adapt to the U.S. imposed tariffs. Staff are also in touch with ONEDC (North Bay, Sudbury, Timmins, Thunder Bay) counterparts to share and follow any best practices.

Staff have engaged in discussions with the Chamber of Commerce and the Community Development Corporation (CDC) to enhance awareness of the "buy local" initiative and explore future projects.

City staff will continue to explore every opportunity to support local, Canadian, and non-American goods.

On March 11, 2025, President Trump posted on social media that the United States would add an additional 25% tariff on all steel and aluminum, raising the total to 50%. He also threatened to substantially increase tariffs on cars entering the United States. These measures are in response to the charges Ontario is imposing on electricity going to the United States. In this same post, President Trump indicated, "The only thing that makes sense is for Canada to become our cherished Fifty First State. This would make all Tariffs, and everything else, totally disappear."

In light of the escalating actions of the government of the United States against Canada, governments in Canada are placed in a difficult position and need to respond to these unjustified and damaging tariffs.

It is also important to amplify facts about trade relations between our the United States and Canada, including:

- The United States has a trade in goods deficit with Canada, which amounted to US\$64 billion in 2023 (using U.S. data). However, when energy imports are excluded, the United States has a goods and services trade *surplus* with Canada of US\$52 billion.
- In 2023, the U.S. goods trade deficit with Canada was entirely driven by energy products. The U.S. has trade *surpluses* with Canada in both merchandise excluding energy (US\$29 billion) and services (US\$32 billion).
- Canada buys more U.S. goods than China, Japan, France, and the United Kingdom combined.
- Canada is the largest export market for 36 states, and top three for 46 states; 43 states export over US\$1 billion to Canada in 2023.

Trade deficits are often balanced by a surplus in foreign direct investment. Canada's level of investment in the United States (US\$671 billion) significantly exceeded U.S. investment flows into Canada (US\$452 billion) in 2023

### **Financial Implications**

There is no impact on the operating budget.

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

This approach supports community development by promoting economic activity and supporting the growth of a diversified economy. Namely, it ensures we are attracting new businesses while supporting existing entrepreneurs.

- Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Under Community Partnerships
  - Facilitate collaboration with neighbouring communities and community groups to achieve shared goals

### **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 March 17, 2025 concerning Buy Canadian be received as information.

Respectfully submitted,

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

## APPENDIX A



### **AMO Policy Update – Communities Brace for Tariff Impact**

#### **US President Trump Makes Good on Tariff Threats**

US tariffs became a reality as of 12:01 a.m. today, initiating a trade war between our countries.

The US imposed a 25 per cent levy on Canadian and Mexican goods, with a lower 10 per cent levy on energy and critical minerals. The Canadian government has responded with counter-tariffs on \$30 billion of US goods, which will rise to \$155 billion in 21 days. Ontario is advancing and considering its own retaliatory measures, including some that could significantly impact municipalities. These may include:

- Banning US companies from procurement contracts. It is unclear if any procurement restrictions would apply to municipalities
- Halting export of nickel and critical minerals, impacting local industry
- Implementing a 25 per cent tax on electricity exports when the legislature returns and potentially cutting off the flow entirely. Ontario's consumers and municipalities could see increased rates resulting from the revenue loss
- Cancelling its Starlink contract, which was going to provide high-speed internet access to rural and northern Ontarians starting this June.

These new tariff rates and additional US “reciprocal tariffs” said to be implemented in April could have substantial impacts on Ontario, especially in the most [trade-exposed communities](#) that produce automobiles and parts, steel, copper and other items.

#### **AMO's Action**

AMO continues to highlight to federal and provincial governments' Ontario municipalities' desire to take action. Yesterday, AMO President Robin Jones [wrote to the Premier](#) to highlight



municipal procurement, economic development functions, and infrastructure investment as key tools to deploy in support of communities and the economy at this critical time.

To ensure municipalities receive the most relevant news on tariff and trade actions, AMO has launched a [new web page](#) to centralize our resources. Here, members can find:

- Tariff impacts on planned municipal infrastructure expenditures. With input from municipal staff across the province, Oxford Economics [estimates](#) that tariffs could increase infrastructure costs over \$1 billion on nearly \$50 billion in planned expenditures over the next two years. Municipalities can use the 2.1% municipal capital cost increase to help inform decisions on upcoming contracts.
- Updates on any “Buy Canadian” initiatives so that municipalities can comply with standing trade agreements while supporting their local, Ontario and Canadian economies. To date, AMO has not received a response to its February [letter to the Ontario Secretary of Cabinet](#) with respect to the importance of collaborating with municipalities around procurement policies and strategies.
- Upcoming tools to estimate the impacts of trade and tariff measures on municipal expenditures and revenues including property taxes to ensure municipalities understand the changing fiscal environment.

AMO will continue to work with our partners in the business community as well as residential and civil construction industries to make the case for investing in municipal services such as social housing and local infrastructure as a stimulus measure. Infrastructure investments pay dividends in both the short and long term, as employing workers contributes to GDP growth and productivity.

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*This policy update is also available on [AMO's Website](#).*

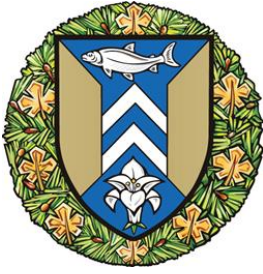
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The Corporation of the  
City of Sault Ste. Marie  
**COUNCIL REPORT**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Travis Anderson, Director Tourism and Community  
Development  
DEPARTMENT: Community Development and Enterprise Services  
RE: Tourism Development Fund Applications – February 2025

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**Purpose**

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

**Background**

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

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

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

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

**Analysis**

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

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

At the Tourism Sault Ste. Marie Board of Director's meeting held on February 25, 2025, two applications were reviewed with the following recommendations:

1. Sault Surge Aquatic Team Myrtha Backstroke System \$8,000
2. Sault Ste. Marie Kennel Club \$4,000

### **Sault Surge Aquatic Team – Myrtha Backstroke System**

#### *Product Development Application*

The Sault Surge Aquatic Team, a registered not-for-profit organization, provides competitive swim programming for all ages in Sault Ste. Marie. The club operates out of the John Rhodes Community Centre and hosts multiple events each year, attracting visitors from across Ontario and the U.S. Building on the success of its annual spring invitational meet, the club is poised for continued growth, bringing even more tourism to the region.

To enhance its competition facilities, Sault Surge is requesting \$8,000 to purchase the Myrtha Backstroke System. This specialized equipment attaches to the starting blocks, improving safety, optimizing push-off power, and providing a more stable start for backstroke swimmers. The system integrates seamlessly with modern starting blocks and automatically retracts when not in use.

Investing in this upgrade will help position the John Rhodes Community Centre as a premier venue for regional and annual swim meets, further boosting Sault Ste. Marie's reputation as a destination for competitive swimming events.

In recognition of the positive impact on the tourism sector the Sault Surge Aquatic Team has, the Tourism Sault Ste. Marie Board of Directors passed the following resolution: "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$8,000 through the Tourism Development Fund - Product Development Stream to support the Sault Surge Aquatic Team for the purchase of the Myrtha Backstroke System and a report be submitted to City Council for consideration and approval."

### **Sault Ste. Marie Kennel Club Annual Dog Show – 2025**

The Sault Ste. Marie Kennel Club (SSMKC) has hosted its annual three-day Canadian Kennel Club-sanctioned Dog Show for over 50 years, attracting dog enthusiasts, breeders, and competitors from across Canada and the United States. The 2025 event is scheduled for July 11-13 at the YNCU Soo Pee Wee Arena.

The show features six conformation shows, where purebred dogs are judged against breed standards, and four rally/obedience trials, open to both purebred and mixed-breed dogs. Top competitors earn points toward national championships and may receive invitations to prestigious international competitions such as the Westminster Dog Show.

*Visitor Projections and Economic Impact*

The 2025 event is expected to attract approximately 426 attendees, including:

196 local participants

60 regional visitors

100 from across Ontario

30 from other parts of Canada

40 from the United States

230 visitors x 4 days x \$175 pp/pd = \$161,000

The dog show has consistently demonstrated a strong tourism impact. In 2023, with \$3,000 in Tourism Development Fund (TDF) support, the event drew 368 visitors to Sault Ste. Marie. In 2024, despite receiving the same level of funding, attendance dropped to 260 out-of-town visitors, including 25 from the U.S., primarily due to U.S. border restrictions affecting canine travel. Projections for 2025 will once again be influenced by political climate and additional funds are recommended for use towards marketing.

The event plays a vital role in driving tourism, generating economic benefits through accommodations, dining, and retail spending. Competitors carefully select shows based on organization and participant experience, and SSMKC has consistently maintained a reputation for delivering high-quality events.

*Recommendation*

Despite challenges such as pandemic disruptions, competing events, and border restrictions, the SSMKC Dog Show has demonstrated resiliency. It remains a key contributor to tourism in the region, supported by a dedicated and experienced organizing team.

Based on its proven track record and alignment with the Tourism Development Fund's objectives, the Tourism Sault Ste. Marie Board of Directors recommend a \$4,000 contribution to support the 2025 Sault Ste. Marie Kennel Club Dog Show and passed the following resolution "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$4000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2025 Sault Ste. Marie Kennel Club Dog Show to be hosted July 11-13, 2025 and that a report be submitted to City Council for consideration and approval."

**Financial Implications**

No new funds would be required. The Tourism Development Fund currently has \$796,645 uncommitted for the purposes of financial assistance within the tourism sector.

**Strategic Plan / Policy Impact / Climate Impact**

This item supports the Corporate Strategic Plans Focus Area:

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

There are no climate change-related impacts associated with this report.

**Recommendation**

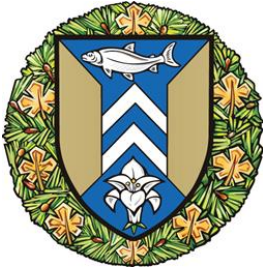
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated March 17, 2024, be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$12,000 as detailed below be approved.

1. Sault Surge Aquatic Team – Myrtha Backstroke System – \$8,000
2. Sault Ste. Marie Kennel Club – \$4,000

Respectfully submitted,

Travis Anderson  
Director, Tourism &  
Community Development.  
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The Corporation of the  
City of Sault Ste. Marie  
**COUNCIL REPORT**

March 17, 2025

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

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**Purpose**

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

**Background**

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

The Arts and Culture Assistance Program (ACAP) criteria was approved in 2021. The first intake for 2025 funding closed on October 25, 2024. The second intake opened in February and will close on March 28, 2025. The new guidelines provide funding support in line with the priorities identified in the Community Culture Plan 2019–2024 to foster the growth and development of the local arts and culture sector.

**Analysis**

Twenty-two applications were submitted in the first intake period for funding in 2025, with requests totalling \$197,966.47. A summary of applications is attached. The total funding available annually for ACAP has increased to \$170,000, which is divided equally between the two intake periods. The ACAP program identifies four types of grants: project, operational, festival/event, and cultural diversity or combination.

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

Incorporated Non–profits:

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

Unincorporated Collective/individual:

## 2025 Arts and Culture Assistance Grants – Early Intake

March 17, 2025

Page 2.

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

The Cultural Vitality Committee met to review and assess the applications on four occasions: November 20, 2024, February 3, 2025, February 6, 2025, and February 20, 2025. The following resolutions were passed at the February 20, 2025, meeting:

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

- 5.7 Rebeka Herron – \$2,526.82
- 5.3 DJ Seith – \$2,510.16
- 5.8 Sarah Skagen – \$2,494.50
- 5.5 Joseph Schlapsi – \$2,376.87
- 5.6 Michael Naphan – \$2,369.21
- 5.1 Algoma Writer’s Collective – \$2,293.57
- 5.10 Tania Daigle – \$2,279.24
- 5.12 Haus of Gore – \$6,397.71
- 5.11 Sault Blues Society – \$1,677.29
- 5.15 Sault Symphony Orchestra – \$5,848.00
- 5.14 Algoma Conservatory of Music – \$12,771.00
- 5.16 Piecing It Together Shows – \$9,829.12
- 5.18 Thinking Rock Community Arts – \$8,320.50
- 5.19 Black Fly Jam – \$11,266.00
- 5.21 Bawating Babes 2Spirit Organising Committee – \$12,040.00

### **Financial Implications**

A total of \$170,000 is included in the City’s operating budget for financial assistance as per the City’s cultural policy on providing arms-length funding of culture. The first intake of ACAP applications will distribute up to 50% of the total allocation, with the remainder to be distributed during the second intake period. A total of \$84,999.99 will be distributed during the first intake.

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

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

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated March 17, 2025, concerning the 2025 Arts and Culture Assistance Program Grants – Early Intake allocation of funds be approved as follows:



2025 Arts and Culture Assistance Grants – Early Intake

March 17, 2025

Page 3.

1. Rebeka Herron – \$2,526.82
2. DJ Seith – \$2,510.16
3. Sarah Skagen – \$2,494.50
4. Joseph Schlapsi – \$2,376.87
5. Michael Naphan – \$2,369.21
6. Algoma Writer's Collective – \$2,293.57
7. Tania Daigle – \$2,279.24
8. Haus of Gore – \$6,397.71
9. Sault Blues Society – \$1,677.29
10. Sault Symphony Orchestra – \$5,848.00
11. Algoma Conservatory of Music – \$12,771.00
12. Piecing It Together Shows – \$9,829.12
13. Thinking Rock Community Arts – \$8,320.50
14. Black Fly Jam – \$11,266.00
15. Bawating Babes 2Spirit Organising Committee – \$12,040.00

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

## **ACAP 2025 – Early Intake Approved Grant Summaries**

### **Algoma Writer's Collective: Fresh Eyes - Small Project**

**Dates of Activity: November 2024 – May 15, 2025**

**Audience Ages: 0-75+**

**Number of Audience Members: 501-1000**

**Focus: Literary Arts**

AWC's proposed 'Fresh Eyes - Sault Ste Marie 2025' project ('Project') is a unique Sault creative community undertaking. A select team of eight accomplished photographers will 'shoot the city, turning their lenses and imagination loose across the Sault over a five day period (May 7 through 11, 2025). The photographers will regularly upload their work over this period to Project HQ, a publicly accessible hotel conference room.

Commencing Project Day 2, the public (including any Sault residents, elementary / secondary school groups, Sault College and Algoma University students, and City visitors alike) can visit Project HQ free of charge to view the photographers' work in progress. We anticipate that with Project Day 5, there will be several hundred fresh Sault images on display at Project HQ.

Further, anyone visiting Project HQ wishing to comment on any of the images displayed will have an opportunity to make a personal entry in the Project Diary, where these comments will form part of the Project record. The eight photographers will be available at different times through Project Days 2 through 5 at Project HQ to chat with the public, discuss their work, and generally explain how and why the artist has captured a particular Sault scene or landmark. We envisage a powerful, interactive, and highly informative / educational experience for all Project HQ visitors.

Also commencing on Project Day 2, the eight selected writers will begin their review of our photographers' posted work. Each writer will ultimately craft their unique individual 'take' on what the photographers have individually or collectively captured. These writers will also be available at different times from Project Days 2 through 5 to fully engage with the public. The writers and photographers will reflect the diversity of our contemporary society (the Project will also include Indigenous creative talents).

### **DJ Seith -Loop Sessions SSM - Small Project**

**Dates of Activity: January - December 2025**

**Audience Ages: 0-59 years old**

**Number of Audience Members: 1-50 per event**

**Focus: Performing arts, media arts**

Loop Sessions SSM is a series of events organized by DJ Seith and Konaphan, occurring every three months and are community-building events that offer young artists and producers the space to come together and participate in a group beat making session and music showcase.

The way they work is: At the beginning of the event, a DJ is set up in one corner of the space with a station set up for sampling records. Producers come in and connect with the DJ to obtain snippets of sound from the selected records and then set up small workstations of their own in the space to spend the next 5 hours working with the sound clips to create an original composition. All participating artists will be working using headphones to minimize spatial disruption while they create. At the end of the session, everyone gets together and shares their work in the space over the speaker. Following the session, all of the submissions get collected and shared online as a playlist.

These events are designed to happen in spaces as business operates with little interruption as they occur, with a typically small number of people participating in the event itself. The goal in hosting these beat making sessions is to provide an outlet for youth to create, share, and connect with one another. The participants these events will support will primarily be an intersection of beat makers of varying skill levels, indigenous urban youth (16-35) and allies.

The dates for 2025 will be *February 13th, May 8th, August 14th, and November 13th*, and will occur from 11AM to 6PM at Home Bakehouse and Cafe in Downtown Sault Ste. Marie.

### **Joseph Schlapsi - Matthews Keeper - Small Project**

**Dates of Activity: January 2025-December 2025**

**Audience Ages: 0-75 years of age**

**Number of Audience Members: 2500+ viewers**

**Focus: Film, Media Arts**

The project the applicant has proposed is a 15-minute high-concept horror short film, *Matthew's Keeper*, centered around a haunting tale of childhood trauma and malevolent forces. The story follows an elderly man, Matthew, as he nostalgically recounts his childhood to his granddaughter. However, the friend he spoke of with fondness was not another child, but a monstrous creature - one that manipulated him into horrific acts. This twist-driven narrative will explore the psychological impact of trauma, loneliness, and the manipulation of vulnerable minds by ancient, malevolent forces.

### **Michael Naphan – Creaturehood - Small Project**

**Dates of Activity: January 2025-November 2025**

**Audience Ages: 19-59**

**Number of Audience Members: 2500+**

**Focus: Film, Media Arts**

This project in its fullest is a series of five (minimum) short films (30 sec - 2 mins each) edutainment video series. They are hosted and narrated by an animated moose of my own creation (who first appeared in my 2009 short film 'XING'), voiced by me, and accompanied by various motion graphics and animation. Each video's topic is a resolution of understanding our place on the Tree of Life, the Earth, the universe and existence. It will be told with wit and humour, and

always with an eye toward how our future as a species depends on greater cooperation and understanding of ourselves.

What will be delivered as a part of possible ACAP funding will be the FIVE animated shorts uploaded to Facebook, Instagram, TikTok and YouTube accounts.

### **Rebeka Herron - Otterly Adorable -Small Project**

**Dates of Activity: Late 2024- March 31, 2025**

**Audience Ages: 0-18 years old**

**Number of Audience Members: 2500+ viewers**

**Focus: Film, Media Arts**

The applicant will be creating an animated short film about an otter pup who gets tangled in a pop can ring while in the river. An older otter helps him out and gives him lunch. After they eat, they go out to the river to pick up the garbage. They find a bird littering and explain to them why it's not a good idea to litter.

Local actors will voice the characters, work with Parka Pictures, a POC owned local post-production house to record the voices, do the final mastering, and sound design. Sault College graduate Joseph Schlapsi (disability, gender diverse) will be animating the project.

This project will continue to help the applicant grow as a director and build more to my animation directing portfolio.

### **Sarah Skagen - She -Phase II - Small Project**

**Dates of Activity: January 2025 – 2026 for Phase III**

**Audience Ages: Ages 19-75+ years old**

**Number of Audience Members: 101-250 + 251-500**

**Focus: Performing Arts with a Visual Art Promotional piece, exhibit space TBD (Copies of Phase I promotional photos are enclosed)**

"She" is a deeply personal and socially resonant exploration of Intimate Partner Violence (IPV), seeking to bring visibility to the often-hidden scars that IPV leaves on individuals and communities. As both the writer and director, *She* has been crafted to not only tell the stories of survivors but to foster empathy and initiate critical conversations around these painful, transformative experiences.

This play interweaves the voices of those who have navigated IPV, offering a powerful, collective narrative that transcends the immediate impact of abuse, addressing how it permeates lives, affects families, and disrupts workplaces. The goal is to create a safe space for these stories, enabling audiences to connect emotionally, recognize the pervasive nature of IPV, and be moved to consider their role in supporting survivors. The production of *She* is as much about healing and empowerment as it is about awareness. It is a small but meaningful step toward

challenging the stigmas surrounding IPV and mental health, and I hope it leaves an indelible mark on those who experience it.

*She*, written by Sarah Skagen, is a play that confronts the complex impacts of Intimate Partner Violence (IPV) through a collection of intertwined narratives based on real-life experiences. The work is grounded in the voices and stories of women who have survived IPV, examining the enduring effects it has on their mental health, relationships, and sense of self. The goal of *She* is to shed light on the invisible scars left by such trauma, challenging the audience to understand how IPV affects individuals and the communities around them. Skagen emphasizes that the performance serves not only as a vehicle for awareness but also as an invitation to support survivors and deepen empathy toward those affected by IPV.

*She* is a project that we are working on in three phases, and any funds provided will support its current state, which is Phase II. The initial writing did not have a great flow and was repetitive. We have done a full edit and intend to have a show which will include more stage direction and visual appeal. A portion of the proceeds from this Phase will assist us in publishing the rights for this version and to fund local artists to write music for the musical version which we hope to release by Summer of 2026.

### **Tania Daigle - Planet Nova - Short Film Project- Small Project**

**Dates of Activity: January-December, 2025**

**Audience Ages: Audience Ages 0-18 years old**

**Number of Audience Members: 2500+ viewers**

**Focus: Film, Media Arts, Animation**

Planet Nova is a CG short film project about an astronaut named Marshmallow and their co-pilot, Berry the engineer, about a thrilling space adventure. When their ship collides with a meteorite, they crash land on a lush, mysterious planet. Stranded, they must explore this new world to find the resources needed to repair their ship. Along the way, they encounter the Novarians, a fascinating mushroom-based species who speak Anishinaabemowin. With their new friends, Marsh, Berry, and Nova embark on an exciting journey, uncovering stories, teachings, secrets and the history hidden deep within this planet. Securing funding will help us create a short film heavily inspired by Anishinaabe stories and language while. As an indigenous individual I see a huge need for more digital media to showcase the language and stories of our people. In producing this film, we are creating media arts for children to be introduced to these concepts in a more modern way.

### **Sault Blues Society -Sault Blues Society events and presentations 2024/2025 - Community Events**

**Dates of Activity: 2025 - year**

**Audience Ages: 0-75+ years of age**

**Number of Audience Members: 251-500 people per event**

**Focus:** Performing Arts - Promote and present local, national and international award-winning blues musicians to perform in various venues within the city of Sault Ste Marie and provide various musical workshops.

The Sault Blues Society (SBS) is an incorporated not for profit group of Blues fans and musicians who work to keep the Blues happening in and around the Northern Ontario city of Sault Ste. Marie, Ontario Canada. We do our best to promote ALL Blues performances that happen in or near the Soo, and we also attempt to host 3 or 4 of our own featured events each year. We also Endeavor to present and or support at least one Blues music based fundraiser in each calendar year hiring our great local musicians to be presented at the fundraiser. Every year we attempt to recognize one of our local Blues musicians at one of our featured presentations with the "Dedicated to the Blues Award" for their personal contributions in assisting the SBS with our musical presentations.

Shows:

1. Blues, Brews and BBQ - Nov 9th, 2024
2. Steve Strongman Show - Nov 17th, 2024
3. Take 5 Blues for Food - Dec 5th, 2024
- 4 & 5. Blues for Food - Dec 6-7, 2024 (Fri & Sat)
6. Bon Soo - February 13th, 2025
7. TBD - Soo Blaster - Spring 2025
8. Rotaryfest Friday Night Blues - July 2025

The group has outlined in detail their plans for upcoming performances across the 2025 season.

## **Haus of Gore Drag Collective -Series of Drag Events - Cultural Diversity**

**Dates of Activity:** February – December 2025

**Audience Ages:** Ages 0-75+

**Number of Audience Members:** Audience 50-250 per event

**Focus:** Through drag make up and costuming (visual art) our performers bring their musical lip syncing performance to life. Additionally, they engage in storytelling and audience engagement during show hosting, story times, and other events.

February 18 – Scarlet Affair – HIV fundraising stigma reduction show; 19+ audience; funds raised go to local HIV organization or community member living with HIV; would like to bring in out of town headliner to perform alongside local performers; out of town performer to encourage crowds and bring new artistic work to city for inspiration and connections with local performers

July 11 – Pride show; all ages with adult accompaniment (ages 13-15+ rating); plan to open at least 2 amateur spots, ideally one would be a youth

October – Drag Me To Hell (DMTH) – 19+ competition show; contestants are given an overarching theme and then have to prepare a “glam”, “filth”, and “horror” number touching on the theme; prize includes crown, title, and small cash prize; aims to push performers to try new

things and be creative; often see stunts, special effects, etc.; performances that don't often fit on traditional drag stage; our biggest audience show of the year usually

December – Holiday show – all ages portion earlier in evening followed by 19+ show; plan to open at least 1 all ages amateur spot and at least 1 adult, ideally a youth will take the all-ages spot

By purchasing our own basic lighting and improving our sound equipment we can ensure adequate sound and lights for the events without spending repeatedly on expensive DJ services (we have a couple performers who to multi tasks for us when we can access equipment). By funding these shows through grants we can improve show quality, keep ticket costs reasonable, and utilize ticket sales from these to fund smaller pop-up shows throughout the year. We also hope to work towards sustainability that allows us to provide the atmosphere and quality our audiences and performers deserve and fair payment towards our performers who have mostly volunteered for the last few years.

## **Algoma Conservatory of Music - Operating Grant - Algoma Conservatory of Music**

**Dates of Activity: 2025 Season**

**Audience Ages: 0-75+**

**Number of Audience Members: 2500+**

**Focus:** Performing Arts Presentation, Music Education

To maintain and develop our distinctive heritage building at 75 Huron Street as a regional Music Education, Performance and Recording Centre - and to offer quality and excellence in Music Education programs, Concert Series with a variety of music genres and professional audio and video recording services.

Through this we strive to offer music lessons on all instruments and voice for all age groups, a variety of music ensembles including youth orchestras and choirs, an extensive concert series of more than 30 events per year in our performance venue - THE LOFT, featuring local, regional and touring Canadian and international artists, workshops with the touring artists, and professional recording services to assist in developing the careers of local and regional artists, as well as touring artists.

The Algoma Conservatory of Music has just completed the purchase of the heritage building at 75 Huron street and the development of a distinctive new performing arts and recording venue - THE LOFT. This was a \$3,000,000 renovation project with the assistance of Canadian Heritage, FedNor, NOHFC and many generous contributors. This now establishes an outstanding regional music education, performance and recording centre - something quite unique and exceptional for a community of our size. Coming out of Covid we are now expanding all programming. This season will feature more than 30 concerts, including classical, jazz, singer/songwriters and world music. The outstanding acoustics and professional audio and video capabilities of The

Loft and the adjoining recording studio are making this a hub for regional and local artists, as well as for touring artists coming to perform and record. We also offer a variety of workshops with the touring artists each season.

We are also now expanding our music education programs with additional instructors and programs - including, a new junior youth orchestra, 3 new choirs with Denine Williams from Korah Collegiate and group guitar classes with Greg MacLachlan. There are several hundred music students that come for lessons every week. They include group introductory classes for young children, youth orchestras and choirs, and private lessons on all instruments and voice. There are 19 teaching studios and classrooms that are utilized for these programs. In addition, through an annual lease arrangement, Algoma University rents shared use of this exceptional facility from the Conservatory, for Algoma University Music Department classes - and they plan to develop new programs utilizing The Loft recording studio. While Algoma Conservatory is affiliated with Algoma University, the Conservatory is a fully separate non-profit, charitable organization - with its own Board of Directors.

## **Thinking Rock Community Arts Operating Funding 2024-2025 – Operating**

**Dates of Activity: 2024-2025 Operations**

**Audience Ages: 0-75+**

**Number of Audience Members: 251-500 people/viewers**

**Focus:** We are a multi-disciplinary, community-engaged arts organization. We deliver several streams of programming that complement and support larger multi-year projects.

Based in Thessalon, Algoma District, Northern Ontario, we co-create art with and for the people living along the North Shore of Lake Huron, from Genaabaajing (Serpent River First Nation) to Baawaating (Sault Ste. Marie) and all points in between. We're a team of artists, cultural workers and community members of Indigenous, Newcomer and settler descent who co-create spaces for dialogue, mutual understanding and artful social change through multidisciplinary, multi-generational, cross-cultural community arts projects.

Through our free and inclusive artistic programming, we invite people of all Nations, ages, abilities, backgrounds and identities to join us in playing, making and dreaming about this special place we call home – as it was, as it is, and as it might yet be. We learn more everyday about what that invitation, the spaces we hold together, and the ways we show up for each other can and must look like, and we bring this growing understanding to our work.

We believe that if Central Algomans of Indigenous, Newcomer and settler descent co-create community arts projects and presentations, then we'll build relationships across cultures and communities, and that opportunities to live, work and play in the arts will increase across the region. Ultimately this will lead to more inclusive, vibrant and resilient communities across Algoma.



## **Sault Symphony Orchestra -SSO Season 2025 – Operating**

**Dates of Activity: March 2025-December 2025**

**Audience Ages: Audiences: 0-75+ years of age**

**Number of Audience Members: 1001-2500 Audience members**

**Focus:** The Sault Symphony Orchestra focuses on classical orchestral music, emphasizing performing arts excellence and community engagement. Through diverse programming, educational outreach, and collaborations, the SSO aims to inspire appreciation for music while fostering cultural enrichment within Sault Ste. Marie and its surrounding areas.

The Sault Symphony Orchestra (SSO) is dedicated to enriching the cultural landscape of Sault Ste. Marie and its surrounding communities through the transformative power of music. Our mandate is to provide high-quality orchestral performances, foster a love for classical music, and promote music education. The SSO aims to achieve several key objectives: Community Engagement, Music Education, Artistic Excellence, Cultural Collaboration.

## **Piecing It Together Shows - Seed Funding**

**Dates of Activity: January 2025-December 2025**

**Audience Ages: Audiences Age: 0-75**

**Number of Audience Members: 1001-2500**

**Focus:** Live music and performing arts with openness towards and occasional inclusion of other art forms

Piecing It Together Shows wishes to incorporate as a nonprofit and continue the work of Nicole Dyble and their former business, Dryer Fire, presenting small and medium size culturally diverse, accessible, and sustainable live music programming featuring and supporting local and touring artists.

Piecing It Together Shows wishes to incorporate as a nonprofit and continue the work of Nicole Dyble and their former business, Dryer Fire, presenting small and medium size culturally diverse, accessible, and sustainable live music programming featuring and supporting local and touring artists.

Dyble will take on the role of Executive / Artistic Director of the organization and recruit 3-5 individuals to become board members. An effort will be made to recruit a diverse board with youth, LGBTQ2S+, and BIPOC representation. To make board positions accessible to those often excluded from such opportunities, honorariums will be offered to the board. These honorariums will be reflected in the organization's bylaws which will be guided by a consultant, mentors, and legal council, and will not be equivalent to the pay of a regular, ongoing employment position. Together with the board, consultant, and legal council, the Director will go through the process of incorporating as a nonprofit. The Director will also establish the organization's brand and online presence, drawing from the experience and assets established by Dryer Fire.

In addition to further establishing this new organization, PITS will run 6 small live music events at various venues in Sault Ste. Marie and a day long festival in Leeburn, Ontario, featuring a

diverse selection of local and touring artists with a focus on BIPOC, LGBTQ2S+ representation and drawing on the contacts and booking history established by Nicole Dyble and Dryer Fire over the past decade. These events will be executed by Dyble with the help of volunteers and sometimes with the aid of hired contractors and community partners. Venues will be determined based on affordability and accessibility, in addition to appropriateness for performance by the respective artist(s). Shows will be presented for a nominal admission fee or free of charge depending on funding.

PITS receives booking requests from artists throughout the year and will program events based on these requests in addition to doing targeted outreach to book artists from equity deserving groups.

Venues / organizations worked with in the past include: The Speakeasy at Algoma University/ Algoma University Student Union, Sault Ste Marie Downtown Plaza, The City of Sault Ste Marie, Downtown Association of SSM, Sault Ste Marie Museum, The Whisky Barrel, Peace Restaurant / Village Media, Case's Music, The Fraternal Order of Eagles, and Broers Jansen. PITS wishes to maintain working relationships with these entities.

### **Black Fly Jam - Black Fly Jam Presents: -Large Project**

**Dates of Activity: Starts January 26, 2025- November 23, 2025**

**Audience Ages: 0-75 years old**

**Number of Audience Members: 1001-2500 viewers**

**Focus:** Black Fly Jam is a 'not for profit' community events organization, presenting professional touring alternative and acoustic original live music concerts and performing arts for audiences in Sault Ste. Marie, Ontario. (Performing arts include original music, genres such as alternative, acoustic, roots, traditional, ethnic and contemporary singer/songwriter, literary readings, poetry) Heritage and Literary Arts include related master classes and makers workshops in music - as well as independent authors and film screenings.

Their mandate is to present and facilitate world class performance and education of contemporary musical arts, within an intimate and convivial concert setting.

Goals include creating "value added" opportunity for performers and audience. With additional available funds we have security for guaranteed fees, which includes extended days of performance for other audiences (schools, special needs housing or satellite communities), and/or creative workshops and seminars for disciplines like songwriting, instrumentation, or seminars in music production or engineering.

- Primary audiences are guaranteed a professional performance, with the comfort and intimacy of top notch facilities, with interaction and social time with fellow concert attendees as well as the performer.
- We often co-present with other NFP organizations to raise awareness and funds for their projects.

- This includes partnering with our new venue to increase their capacity to teach audio-visual recording
- arts.
- Their objective is to deliver these goals with consistency through financial security and yearly planning to build our audience, community and opportunity.

## **Bawating Babes and 2 Spirit Organising Committee - Bawating D.R.A.G (Drag Research And Glamour) - Major Cultural Celebrations, Cultural Diversity, Community Events Grant**

**Dates of Activity: March 2025-2026**

**Audience Ages: 0-75 years of age**

**Number of Audience Members: 1-50, 51-200**

**Focus:** They are a multi & interdisciplinary collective. They include themes and genres into each show and performance lineup. All of the cast are performance artists with a mix of artistic abilities, including sewing, hair and wig artists, costume design, makeup, interior decor, lighting design, setlist stylings, event organising, and poster graphic design, etc.

Bawating Babes is a 2Spirit | Indigenous led drag and burlesque troupe in Bawating/Sault Ste. Marie. We are a creative collective of drag, burlesque artists with a mix of First Nation, Métis and allied performers. Theodore Syrette aka Bette U. Wanna of Batchewana, is the house mother/creative director.

Bawating D.R.A.G. will deliver 4 workshops on performance skill building, for folks interested in drag and burlesque arts. This project will also include 4 seasonal drag shows, beginning March 2025; during 2Spirit Awareness Week. The other remaining shows would be one during the 2Spirit Organizing Committee's PRIDE Week Celebration in June. The Pride Cruise and After Party in the fall. And a winter gala or New Years Eve Party in December.

The four workshops to be delivered for anyone to apply for, will be on the following topics:

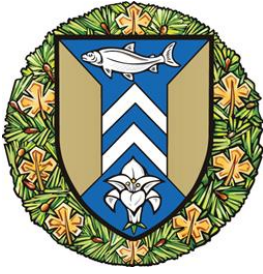
- Persona & Character Development & Drag Makeup 101 by drag artist Bobby Hudon Pharaoh Moans
- Hosting and MC 101 by Denise McLeod aka Madam Odemiin Surprise
- Burlesque and Go-Go Dancing by TBD
- Dance and movement by Skye Stewart

This project will help cover the following:

- Out of town guest rates, accommodations and travel costs (3 out of town guests)
- Performer honorariums
- Workshop attendee honorariums
- DJ and Photography honorariums
- Printing and Graphic Design
- Light catering or food and drink provision for workshops and shows

- Venue rentals

The objectives of this project will be to deliver 2SLGBTQQIA+ and Indigenous inclusive led events and workshops for the general public throughout the year of 2025. Engage community members who are interested in getting involved in the growing drag community of Bawating and surround area. This project will also build and strengthen relationships and current and new community and funding partners. Funding also allows Bawating Babes shows to be cost friendly, for community members with financial barriers. Making our shows accessible for as many of the 2Spirit LGBTTQQIA+ and allied audiences alike.



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

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Kathy Fisher, Curator ECNHS  
DEPARTMENT: Community Development and Enterprise Services  
RE: 2025 Firearms and Noise By-law Exemptions – Ermatinger  
Clergue National Historic Site

---

**Purpose**

The purpose of this request is to obtain Council approval of exemptions to the current firearms regulation and the noise by-law.

**Background**

In 2025 staff and volunteers of the ECNHS will be hosting a number of special events at the site. At these events, re-enactors from the Royal Newfoundland Regiment and the Coureur Du Bois II demonstrate the loading and firing of militia muskets and a cannon (black powder shooting).

A temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 is requested from May to December 2025. These exemptions would permit the staff and volunteers of the Ermatinger Clergue National Historic Site (ECNHS) to carry out period re-enactments (black powder musters and cannon firing), during operations and special events on the ECNHS grounds.

Due to the noise the muskets and cannons produce, a temporary exemption of the noise By-law 80-200 regulation is also requested from May through December 2025.

**Analysis**

This application to Council concerns the annual exemption for the discharge of historic firearms within the City limits at the Ermatinger Clergue National Historic Site.

Due to the nature of the ECNHS, the re-enactors are contacted to be part of the interpretation on a regular basis – sometimes with little-to-no lead-time, and they are most willing to join ECNHS re-enactments and programs.

**Financial Implications**

There is no financial impact to the City with regards to this matter.

2025 Firearms and Noise By-law Exemptions – Ermatinger Clergue National  
Historic Site  
March 17, 2025  
Page 2.

**Strategic Plan / Policy Impact / Climate Impact**

This matter is linked to the Strategic Plan through developing a rich Cultural and Heritage Site with living history interpretation.

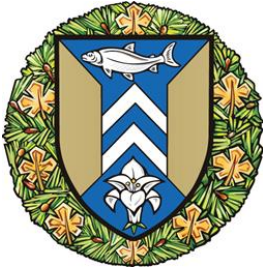
**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-43 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Kathy Fisher, Curator  
Ermatinger Clergue National Historic Site  
705.759.5443  
[k.fisher@cityssm.on.ca](mailto:k.fisher@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community  
Development

DEPARTMENT: Community Development and Enterprise Services

RE: NOHFC Conditional Contribution Agreement – Wishart  
Park Project

---

**Purpose**

The purpose of this report is to seek Council approval to sign a conditional contribution agreement from NOHFC for a project in Wishart Park.

**Background**

Tourism Sault Ste. Marie (TSSM), in collaboration with the City, is enhancing Wishart Park by adding outdoor recreation play equipment, interpretative signage, boardwalks for wildlife viewing, and a recreation bridge and multi-use path.

TSSM applied to NOHFC to assist with the project costs and was notified on February 19, 2025 that it was successful.

Although not listed in the application, NOHFC determined that the City was a co-signatory to the agreement as the project is occurring on City property.

**Analysis**

Tourism Sault Ste. Marie successfully secured funding through the NOHFC Community Enhancement Program to support enhancements at Wishart Park, including a pedestrian bridge and approximately five kilometers of multi-use recreational trails.

The estimated cost of the project is \$1.9 million, with NOHFC covering 50% and Tourism Sault Ste. Marie, as the applicant, is contributing the remaining 50%. Tourism Sault Ste. Marie is also responsible for any cost overruns.

The City's role is limited to providing park access and will bear no financial responsibility. While not responsible for costs outlined in the contribution agreement, the City is listed as a co-signatory as the property owner.

Staff recommend that Council sign the agreement as a partner with Tourism Sault Ste. Marie, recognizing the project's benefits. While the City bears no financial responsibility, it will gain from enhanced recreational opportunities and increased tourism spending. As the property owner, the City's involvement supports improved quality of life for residents and visitors. Signing the agreement formalizes this partnership and ensures the successful implementation of the Wishart Park enhancements.

**Financial Implications**

This report does not have financial implications, as Tourism Sault Ste. Marie will provide all matching funds for the project.

**Strategic Plan / Policy Impact / Climate Impact**

This item supports the Corporate Strategic Plans Focus Area:

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

There are no climate change impacts associated with this report.

**Recommendation**

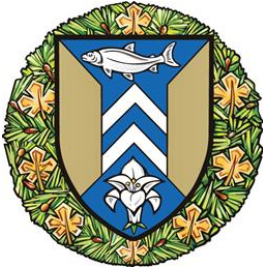
It is therefore recommended that Council take the following action:

The relevant By-law 2025-41 is listed under item 12 of the Agenda will be read with all by-laws under that item.

Respectfully submitted,

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





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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Maggie McAuley, Manager of Design and Transportation  
Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: 2024-10E – Millennium Court OGS

---

**Purpose**

The purpose of this report is to obtain approval to award contract 2024-10E for the installation of Oil-Grit Separators (OGS) in two locations in the Fort Creek neighbourhood.

**Background**

In 2022, the City received an additional OCIF allocation and Council approved Millennium Court OGS as part of the additional work to the Capital Transportation Program. This project was tendered in September 2022 and the tenders received were significantly over budget. The project underwent a redesign to better align with the project budget and was re-tendered.

Tenders were received via the City's electronic bidding system. Submissions were opened on Tuesday, March 4, 2025 in the presence of City staff. Tender results were made public on the project page in the electronic bidding system

**Analysis**

A total of two tenders were received. All tenders submitted were checked by Tulloch Engineering and found to be complete and valid. Tulloch's tender report is attached. The low tender of \$359,722.72 (excluding HST) was received from Trimount Construction Group Inc.

**Financial Implications**

When allowances for engineering costs and non-recoverable HST are added, the City's cost to complete this project is projected to be \$457,856. This is above the allocation in the 2022 capital budget of \$275,000 for the Millennium Court OGS. This shortfall can be accommodated from the Bridges and Aqueducts allotment of the 2025 Capital Transportation Program.

**Strategic Plan / Policy Impact / Climate Impact**

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

2024-10E Millennium Court OGS

March 17, 2025

Page 2.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-47 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)



Planners | Surveyors | Biologists | Engineers

March 5, 2025  
22-1087

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

**Attn: City of Sault Ste. Marie Mayor and Members of Council  
c/o Maggie McAuley, P.Eng. Municipal Services and Design Engineer**

**Re: Contract 2024-10E – Millennium Court Oil/Grit Separators  
Tender Report**

Mayor and Members of Council:

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2024-10E, Millennium Court Oil/Grit Separators.

### Project Description

The general scope of work for which the Contractor shall be responsible includes all aspects of the installation of Oil/Grit Separators (OGS) at North Street and Niagara Drive, and at Niagara Drive and Lasalle Court, including restoration.

### Tendering of the Works

The call for tenders was advertised with the Sault Ste. Marie Construction Association, City of Sault Ste. Marie website and the Bids and Tenders website. Copies of the Contract Documents were available through the Bids and Tenders website.

Two (2) Addenda were issued during the tender period. Tenders closed on March 4, 2025, at 3:00 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 3:15 pm on the same day. Results were posted on the City website and Bidding Website on the same day.

### Tender Prices

Two (2) tenders were received for the works. The tender prices excluding HST, as read at the tender opening, were as follows:

Contractor	Total Tender Price	Total Tender Price	Rank
	Excluding HST	Including HST	
Trimount Construction Inc.	\$359,722.72	\$406,486.67	1
Steel Speed Civil Inc.	\$497,955.00	\$562,689.15	2

The tenders were checked for arithmetic accuracy, and no errors were found.

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities were retained by the City for safekeeping. The submitted tenders all included a Contingency Allowance in the amount of \$50,000.00.

### Tender Evaluation

#### Pricing Evaluation

TULLOCH completed a pretender budget estimate immediately prior to issuing the call for tenders of \$350,475.00 excluding HST (\$396,036.75 including HST)

The submitted low bid was \$9,247.72 excluding HST more than our estimate, and in the opinion of TULLOCH, the submitted low price is reasonable.

#### Completion Dates

The contract documents require that all work be completed by June 30<sup>th</sup>, 2025.

#### TULLOCH's Experience with the Low Bidder

TULLOCH Engineering is very familiar with Trimount Construction Group Inc. and has worked with them on numerous projects. Their submitted past experience meets our expectations and we are of the opinion Trimount Construction Group Inc. has the experience, manpower and equipment necessary to successfully complete the project.

### Tender Validity

The tender contract documents stipulated that the tenders be held open for acceptance for a period of 60 days following the closing date.

### Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to Trimount Construction Group Inc. for a Total Tender Price of \$359,722.72 excluding of HST (\$406,486.67 including HST).

## Tender Security

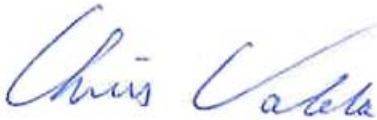
We recommend that the tender security of Trimount Construction Group Inc. and Steel Speed Civil Inc., the two low bidders, be retained until such time as a contract has been executed between The City of Sault Ste. Marie and Trimount Construction Group Inc.

## Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to Trimount Construction Group Inc. once the official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

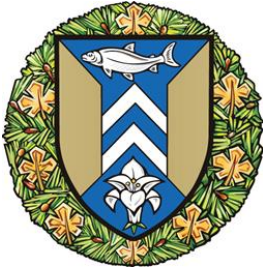
Yours truly,



Christopher Valela, PhD, P.Eng.  
Project Manager,  
**TULLOCH**

CV/db

Encls.



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

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Maggie McAuley, Manager of Design and Transportation  
Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: Base Line and Carpin Beach Road Intersection

---

**Purpose**

The purpose of this report is to address the Council resolution regarding the intersection of Base Line and Carpin Beach Road.

**Background**

On October 1, 2024, Council passed the following resolution:

*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.*

In recent years, there has been much discussion between City staff, Childcare Algoma, and the Algoma District School Board about traffic collisions, traffic speed, and the suggested need for an all-way stop at Base Line and Carpin Beach Road in order to enhance safety in the area of R. M. Moore Public School.

### **Analysis**

The need for a stop sign is determined through traffic warrants laid out in the Ontario Traffic Manual (OTM). The intersection is evaluated based on vehicle volumes, pedestrian volumes and distribution of vehicles on the minor and major roads. Based on traffic data collected in the fall of 2024 at the intersection of Base Line and Carpin Beach Road, a four-way stop is not warranted at this intersection.

It is understood that this request is a result of concerns of excessive speeds at this location. However, as per the OTM, “all-way stop controls must not be used ... as a speed control device (or a traffic calming tool)”. Traffic studies indicate that speeds increase after unwarranted stop signs, and use of unwarranted stop signs can lead to drivers’ carelessness in obeying the signs.

In 2024, this location was prioritized for traffic calming and bollards were installed along Base Line in front of the school. Speed studies conducted at the site before the bollard installation (2022) to after the bollard installation showed a reduction in speed of 20km/hr from 79km/hr to 60km/hr; however, the installation of the bollards interfered with school pick-up and resulted in a number of complaints.

The City’s collision database has only been updated to July of 2024. Staff reached out to the Sault Ste. Marie Police Service for any information about the two incidents that damaged the playground fence. While the Police had a record of the incident since July 2024, no collision report was filed with the SSMPS. Therefore, it cannot be concluded that these collisions were as a result of excessive speed, although SSMPS have indicated that alcohol was a factor in at least one of these collisions. Staff have reviewed collisions in the database dating back to the year 2000 on Base Line between Leigh’s Bay Road and Townline Road. The majority of the single vehicle collisions (16 collisions) were due to winter conditions where the road was covered in snow, ice or slush. The next major cause of collisions was due to wild animals (eight) on the road. Three collisions were due to excessive speed in dry conditions and four were loss of control in dry conditions.

The school fence and the adjacent bus driveway were installed in 2019. Prior to this, the school was separated from the road by municipal ditch. The proximity of the new bus driveway to the fenced area allows vehicles that leave the travelled portion of the road to reach the playground fence. Staff feel that the location of the wide bus entrance near the playground is the main factor exposing the playground to the risk of vehicles leaving the road as it provides a wide, paved path onto school property. As a protection measure, the school could install crash attenuation

devices or barriers to protect the fence area and stop a vehicle trajectory on private property, but the design must meet roadside safety standards and further engineering review would be required. Alternatively, the school could consider relocating the bus driveway to be further away from the fence, eliminating the path for a vehicle.

In a separate resolution from the same Council meeting, staff was asked to review the signage in all school zones. This review will include the school zone at this location and a report will be brought to Council at a future meeting.

Staff's recommendation is to not introduce an unwarranted four-way stop control along Base Line at the Carpin Beach Road intersection, to continue to use the seasonal bollards along Base Line, and support the school with any alterations to the pick-up protocol or site changes that they may want to make.

**Financial Implications**

There are no financial implications to 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 Manager of Design and Transportation Engineering, dated March 17, 2025 concerning the request for a four-way stop sign at Carpin Beach Road and Base Line be received as information

Respectfully submitted,

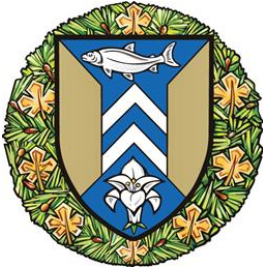
Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)





The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Peter Johnson, Fire Chief  
DEPARTMENT: Fire Services  
RE: Fire Services By-Law Update 2025

---

### **Purpose**

The purpose of this report is to advise Council of an update to a Fire Service by-law.

### **Background**

A report from the Fire Chief dated June 13, 2022, was presented to Council containing updates to Fire Service by-laws. Due to a recent retirement, an individual named in one of the by-laws has changed and revisions are required.

### **Analysis**

The *Municipal Act, 2001* requires a municipality to enact a number of by-laws to operate the municipality and specifically its fire department. In addition to meeting this legislative responsibility, by-laws provide the community with important information regarding the level of service that a municipality intends to provide. By-laws also provide municipal staff with the authorization to provide these services and the responsibility to achieve the prescribed service level.

The update includes the following:

By-law 2025-42 is a by-law to appoint Mark Morgenstern as Deputy Chief Fire Operations (repealing By-law 2022-109).

### **Financial Implications**

There is no financial impact.

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

Service Delivery – the by-law contained in this report will ensure that the City of Sault Ste. Marie Fire Service will continue to provide efficient and effective service to the community, resulting in excellent customer service.

### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-42 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Fire Services By-Law Update 2025

March 17, 2025

Page 2.

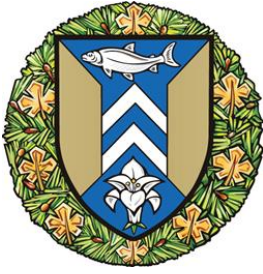
Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Diane Morrell, Accessibility Coordinator  
DEPARTMENT: Community Development and Enterprise Services  
RE: Annual Accessibility Status Report – Year End 2024

---

### **Purpose**

The purpose of this report is to provide Council with an update on the progress of the Barrier Removal projects in the Accessibility Plan.

### **Background**

Under Ontario Regulation 191/11, Integrated Accessibility Standards, designated public sector organizations shall establish, implement, maintain and document a multi-year accessibility plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under this Regulation. This also includes the preparation of an annual status report on the progress of measures taken to implement the strategy.

### **Analysis**

The Sault Ste. Marie Accessibility Status Report, year ending 2024, is attached for Council's information.

### **Financial Implications**

This report has no impact on financial resources. The Accessibility Advisory Committee for the Corporation of the City of Sault Ste. Marie has an annual budget of \$85,000, which is used to remove barriers as identified in the Multi-Year Accessibility Plan 2022-2025.

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

This report demonstrates Community Development (Social Equity), Service Delivery (Customer Service and Eliminate Barriers), and Quality of Life (Welcoming), by improving access to City of Sault Ste. Marie services and facilities for people with disabilities.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated March 17, 2025 concerning the annual Accessibility Status Report 2024 be received as information.

Annual Accessibility Status Report  
March 17, 2025  
Page 2.

Respectfully submitted,

Diane Morrell  
Accessibility Coordinator  
705.541.7310  
[d.morrell@cityssm.on.ca](mailto:d.morrell@cityssm.on.ca)



**SAULT STE. MARIE**

# **Accessibility Status Report – Year-End 2024**

Documents are available in accessible formats upon request.

Diane Morrell  
Accessibility Coordinator  
[d.morrell@cityssm.on.ca](mailto:d.morrell@cityssm.on.ca)

705-541-7310

## **Background**

In compliance with the Integrated Accessibility Standards Regulation (IASR) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Corporation of the City of Sault Ste. Marie must submit an Annual Accessibility Status Report. This report outlines the ongoing efforts to remove barriers and improve accessibility within the Corporation. It reflects our continued commitment to the inclusion and full participation of people with disabilities in our community.

The AODA mandates that large organizations, like the City, establish, review, and update their accessibility plans in consultation with individuals with disabilities. Furthermore, organizations with an Accessibility Advisory Committee (AAC) must also consult with the committee.

This report highlights barrier removal activities undertaken in 2024, demonstrating our dedication to meeting both the legislative requirements of the AODA and additional non-legislative enhancements aimed at fostering a more inclusive community.

## **2024 Accessibility Plan – Budget and Outcomes**

The following accessibility projects were part of the 2024 budget:

- **Vulnerable Persons Registry (VPR)** - \$20,000: Annual contribution to the VPR. *Complete.*
- **Curb Cut Removal** - \$10,000: Annual contribution for the remediation of identified curbs to improve curb cuts. *Complete.*
- **Accessible Pedestrian Signals (APS)** - \$10,000: Installation of APS with a trial using new technology in APS. *Complete.*
- **Parks Accessibility** - \$10,000: Installation of two accessible swings and two musical instruments at Parkland and Westwood Parks. *Complete.*
- **Accessible Outdoor Seating** - \$10,000: Installed at Parkland, Westwood Parks, and the Manzo Splashpad. *Complete.*
- **Captioning City Council Meetings** - \$6,000: Captioning services provided via Zoom. *Complete (No additional action required).*
- **Canadian Hearing Society - Video Remote Interpreting (VRI)** - \$5,000: Purchase of VRI equipment and contract for a one-year trial. In progress; approved by Council February 3, 2025.
- **John Rhodes Community Centre** - \$2,000:
  - Bariatric backboard - \$1,000. *Complete.*
  - Splash pad youth water wheelchair - \$1,050. *Complete.*

- **Contingency for Barrier Removal** - \$12,000:
  - Sledge repairs - \$2,700. *Complete.*
  - Adult change table for Downtown Plaza - \$7,500. *In progress.*

## **AODA Compliance Audit – November 4, 2024**

On November 4, 2024, the Accessibility Coordinator received an AODA Compliance Audit requested by the Ministry for Seniors and Accessibility. The audit covered the following areas:

- Accessibility Policies
- Accessibility Plans
- Training
- Accessibility Feedback
- Emergency procedures and public safety information
- Accessibility of off-street parking including access aisles and signage
- Service counters
- Fixed queuing guides
- Waiting areas

With the support from Human Resources and Facilities staff, the audit results were submitted on November 22, 2024.

The audit revealed two non-compliance issues:

- **The Accessible Customer Service Policies** require an update. Formal Accessibility Policies must be completed to guide staff effectively.
- **Training requirements** - The Accessibility Coordinator is collaborating with staff liaisons to implement training requirements for volunteers and third-party contractors to ensure compliance.

## **Non-Legislative Projects from the Accessibility Advisory Committee (AAC)**

Throughout the year, the AAC recommended approval for the following accessibility initiatives:

- **Challenger Baseball Program** – \$6,000 from barrier removal reserves to purchase an adult change table for the proposed barrier-free improvements at Sinclair Field. The accessibility project is ongoing, with grant applications submitted.

- **Bellevue Park Kayak Dock** – \$5,500 barrier removal reserves for accessibility updates for the kayak dock. The grant application to the Trans Canada Trail was successful, and the project is complete.
- **Barrier-Free Seating Platform (Bleachers)** – \$8,000 from barrier removal reserves for accessible bleachers at the John Rhodes Community Centre. Application to the Green and Inclusive Communities Fund was submitted. Awaiting grant update.
- **Manzo Park Playground Updates** – \$5,000 from the 2026 barrier removal budget. Application to the Enabling Accessibility Grant was submitted in partnership with Community Services Department. Awaiting grant update.

## Other Non-Legislative Activities

### Emergency Preparedness Workshop for the Deaf Community:

It is essential to remember that English is not the first language for people who are Deaf; American Sign Language (ASL) is their first language.

- Through discussions with Canadian Hearing Services, it was identified that during emergencies such as COVID-19, individuals who are Deaf faced significant challenges accessing critical information. To address this, the Accessibility Coordinator, along with the Canadian Hearing Services and Emergency Management teams, explored the communication barriers that arose during that time. This collaboration led to the facilitation of an emergency preparedness workshop series for the Deaf community, presented by Lauren Perry, Emergency Management Coordinator, and Aaron Gravelle, Public Educator with the Fire Department.
- Due to the increased awareness of the challenges faced by the Deaf community during COVID-19, the City has committed to improving emergency communications. Moving forward, American Sign Language (ASL) will be incorporated into both live and recorded emergency broadcasts to ensure all residents receive timely accessible information.

### Accessibility Awareness Activities and Training:

- **AccessAbility Awareness Week (May 29, 2024)**: Held in the Civic Centre lobby, featuring various access awareness activities for staff.
- **Challenging Intersections Review (September 17, 2024)**: AAC members and City staff conducted a walk-through of intersections to better understand how their design impacts accessibility.
- **Public Accessible Spaces Simplified (PASS) Training (December 12, 2024)**: The Accessibility Coordinator led a training session for engineering



and building staff, emphasizing the importance of connecting accessibility features in the built environment.

### **Other Accessibility/Barrier Removal Activities**

- **October 30, 2024:** Accessibility and Transit Open House.
- **December 19, 2024:** Accessibility and Transit consultation with the Canadian Council of the Blind.
- **Updated Accessible Customer Service Policy:** A formal policy is under development to provide guidance for staff.
- **Respect Video (August 2024):** A video created to raise awareness about respect and inclusion at all City Facilities.
- **Autism Strategy:** Updated the name to **Autism Neurodiversity Services** to better reflect the content, along with an annual review to ensure all information is accurate.
- **Neurodiversity Programming:** Introduced a trial activity program during the summer, including arts, crafts, and games, designed for individuals with neurodiverse needs at the Northern Community Centre (NCC).
- **Private Swimming Lessons for reasons of Disability:** Ongoing private swimming lessons for individuals with disabilities who cannot participate in group lessons due to the nature of their disability.
- **Pointe Des Chenes Accessibility Updates:** Installation of accessible parking, accessible paths of travel to the water, accessible washrooms and changerooms with door openers, Beach/water wheelchair, and accessible picnic tables.

### **Looking Ahead: 2026 and Beyond**

The City is working on a new Multi-Year Accessibility Plan, which will provide a comprehensive framework for achieving further accessibility goals through new processes and initiatives. This will guide our efforts in fostering an inclusive environment for all citizens.

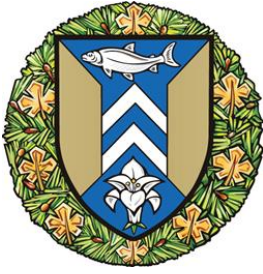
### **Acknowledgements**

The Accessibility Coordinator extends gratitude to all departments and staff whose time, dedication, and efforts have contributed to the success of the initiatives outlined in this report. Special thanks goes to:

- Accessibility Advisory Committee
- Clerk's Department

- Human Resources
- Legal Department
- Community Services Department
- Planning and Engineering
- Public Works
- Facilities Staff (Pool and Arenas)

Diane Morrell  
Accessibility Coordinator  
[d.morrell@cityssm.on.ca](mailto:d.morrell@cityssm.on.ca)  
705-541-7310



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

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Declared Surplus – 184-188 James Street (Isnize  
Living Development Ltd. Topline Electric Limited Tony  
Stirpe)

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**Purpose**

The purpose of this report is to recommend to Council that the property described as PT PIN 31578-0007 SAULT STE. MARIE, being civics 184-188 James Street as described on Schedule “A” attached hereto be declared as surplus and offered for sale by the City in accordance with the City’s policy for the disposition of land.

**ATTACHMENT**

Attached as Schedule “A” is the legal description of the Subject Property.  
Attached as Schedule “B” is a map of the Subject Property.

**Background**

The Legal Department received a request on November 27, 2024 from Tony Stirpe of Topline Electric Limited on behalf of the Applicant Isnize Living Development Ltd. to ascertain if 184-188 James Street could be declared surplus. The Applicant owns the abutting property at 196 James Street where the Applicant intends to build apartments. The Applicant is interested in acquiring the Subject Property for a parking lot for the development.

The request was circulated to various City Departments, the District of Sault Ste. Marie Social Services Administration Board (“DSSMSSAB”) and the Sault Ste. Marie Conservation Authority (“SSMRCA”) for comment.

Public Works has no objections to the land sale, however Public Works requests that the Subject Property be made subject to site plan control to ensure that the proposed parking lot does not impact winter control operations.

Property Declared Surplus – 184-188 James Street (Isnize Living Development Ltd.)  
March 17, 2025  
Page 2.

Engineering supports the merging of the properties and sale. Engineering states that the intended use as a parking lot may require stormwater management and notes this can be addressed during site plan approval. PUC records show a private secondary electric service for 196 James Street crossing the Subject Property. If this is accurate, a private electric easement between property owners will be required in favour of 196 James Street as the private secondary electric service to 196 James Street crosses the property of 184 James Street.

Building has no comments or concerns if the proposed use of the Subject Property is a parking lot.

Community Development and Enterprise Services has no concerns.

Planning staff has no objections to selling the above-noted properties and notes that the Subject Property should be consolidated with the abutting property to the north, being 196 James Street. Planning notes that Public Works has been using a small portion of the Subject Property to store snow, in support of snow removal efforts on the abutting laneway to the east. Planning supports any easements that Public Works may require to continue to help with snow removal from the laneway. Finally, the Zoning By-law requires the lot to be paved. Given that the intention of the Applicant is to develop 11 or more dwellings within the abutting building to the north, and have a parking lot to support same on the Subject Property, the development of the parking lot should be subject to site plan control and require a site plan agreement. Planning further requests that the sale be made conditional on building permits being issued within two years from the date of sale to ensure the development of the Subject Property with the adjacent lands otherwise the City could take back the Subject Property.

The District of Sault Ste. Marie Social Services Administration Board has no concerns.

Sault Ste. Marie Region Conservation Authority has no concerns or objections and states that the Subject Property is not regulated by O. Reg. 41/24.

### **Analysis**

If Council declares the property surplus, the property will be advertised on the City's web page.

### **Financial Implications**

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

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

Not applicable.

Property Declared Surplus – 184-188 James Street (Isnize Living Development Ltd.)

March 17, 2025

Page 3.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-46 is listed under item 12 of the Agenda and will be read with all by-laws under that item

Respectfully submitted,

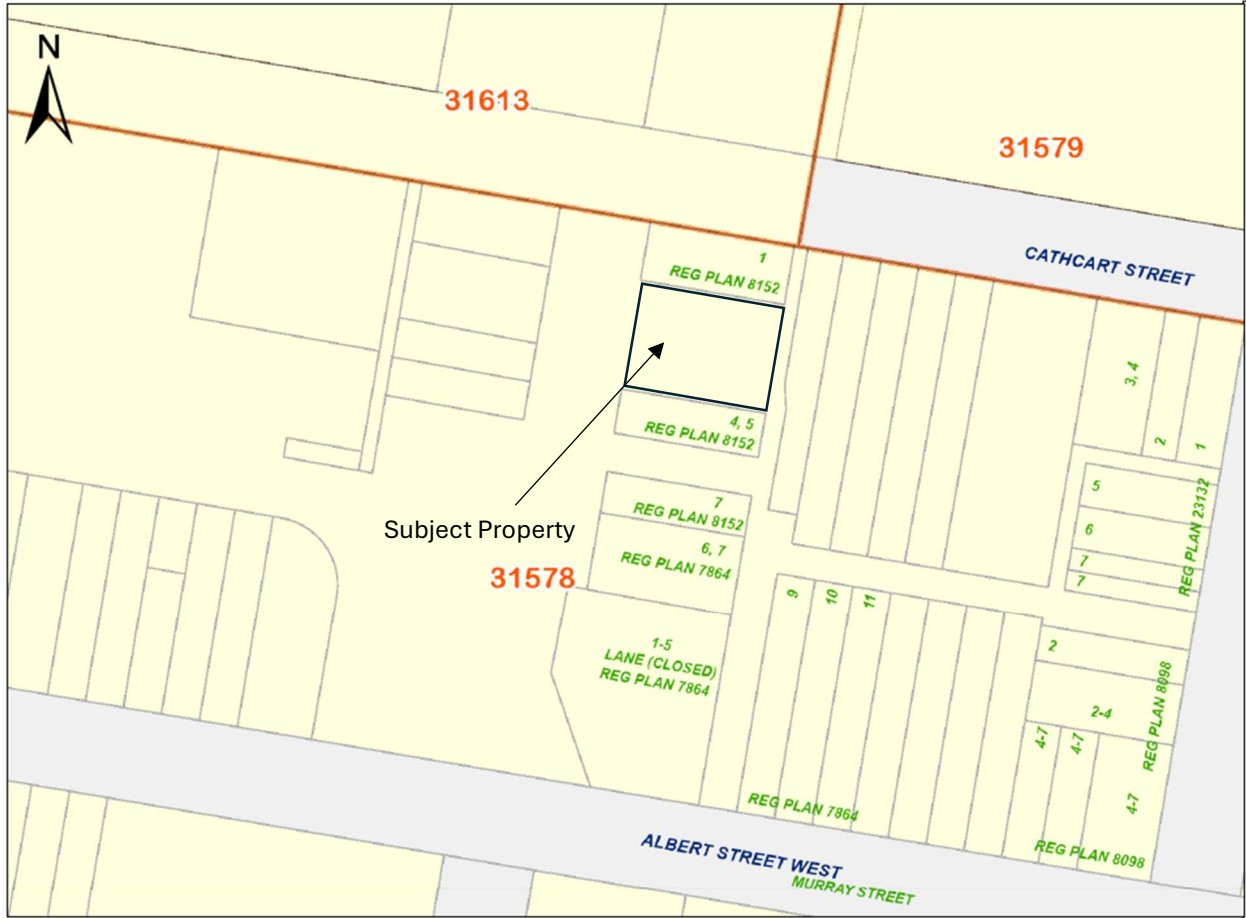
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior  
Litigation Counsel  
705.759-5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

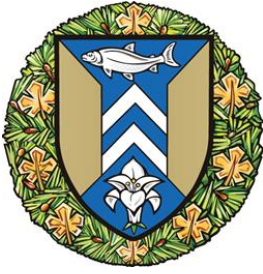
tm\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2025\James Street, 184-188 - Declare Surplus (OPEN).docx

Schedule "A"

PART PIN 31578-0007(LT) LANE PL 21500 ST. MARY'S ABUTTING LOTS 1-13 PL 21500 CLOSED BY T161134; ROME ST PL 21500 ST. MARY'S CLOSED BY T168066; LT 1-16, 22-26 PL 21500 ST. MARY'S EXCEPT PT 9, 11 & 12 1R2411; LT 2-3, 6 PL 8152 ST. MARY'S; LANE PL 8152 ST. MARY'S; LT 1, 8 PL 7864 ST. MARY'S EXCEPT PT 2 1R1648; LT 1 PL 8098 ST. MARY'S; LANE PL 23132 ST. MARY'S; LT 4 S/S CATHCART ST, 5 S/S CATHCART ST, 6 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 1-3 1R1695 & THE SLY 14 FT OF THE ELY 55 FT OF LT 5 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S; JAMES ST PL TOWN PLOT OF ST. MARY'S BTN MURRAY ST TOWN PLOT OF ST. MARY'S & CATHCART ST TOWN PLOT OF ST. MARY'S CLOSED BY T167808 EXCEPT PT 1 1R1648; PT LANE PL 21500 ST. MARY'S CLOSED BY T161134 PT 6 1R2411; PT LT 2 N/S MURRAY ST, 3 N/S MURRAY ST, 4 N/S MURRAY ST, 5 N/S MURRAY ST, 9 N/S MURRAY ST, 3 S/S CATHCART ST, 6 S/S CATHCART ST, 8 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T109820 EXCEPT THE EASEMENT THEREIN, AS IN T112669, T114231, RY40650 & AS IN T133273 (3RDLY) EXCEPT T257335, PT 1 & 2 1R1851 & PT 14 1R2411, PT 3-5 1R8760, PT 6-9 1R1943, AS IN T114847, T110314 & RY40582, AS IN T107185 & T125541, PT 2 1R1943; PT LT 4 PL 8152 ST. MARY'S AS IN T123679; PT LANE PL 7864 ST. MARY'S PT 3 & 12 1R1943; S/T T125541, T112898, T111905, T109620; T/W T107185; S/T & T/W T127793; S/T LIFE INTEREST IN T99265; S/T BENEFICIARIES INTEREST IN T114230; S/T T152221; S/T EASEMENT IN GROSS OVER PT 1 1R11456 AS IN AL27956; SAULT STE. MARIE

SCHEDULE "B"





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

**C O U N C I L   R E P O R T**

March 17, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior  
Litigation Counsel  
DEPARTMENT: Legal Department  
RE: 0 Sackville Road and Part 128 Sackville Road – Declare  
Surplus (Griffin Group Real Estate Ltd. Dennis Tatasciore)

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**Purpose**

The purpose of this report is to recommend to Council that the properties described as PIN 31561-0158 (LT) PT LT 20 RCP H744 TARENTORUS PTS 4, 5, 6 & 7 1R12231; S/T B2789; T15757; SAULT STE. MARIE, being civic 0 Sackville Road and Part PIN 31561-0118 (LT) LT 22 RCP H744 TARENTORUS EXCEPT PT 1 1R2139 AND T113728; S/T B2783, T15768; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 4 PLAN 1R13895 AS IN AL258199; CITY OF SAULT STE. MARIE, being a portion of civic 128 Sackville Road be declared as surplus and offered for sale by the City in accordance with the City’s policy for the disposition of land.

**ATTACHMENT**

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

**Background**

The Legal Department received a request on October 28, 2025 from Dennis Tatasciore on behalf of Griffin Group Real Estate Ltd. to ascertain if 0 Sackville Road and a portion of 128 Sackville Road would be declared surplus. The intention is to build a 10,000 square foot building to house vacuum trucks, a mechanics bay to provide normal maintenance on the vehicle fleet and to provide an additional shipping and receiving room. Initial thoughts are to employ 3 to 5 additional employees with S&T Group. The Map at Schedule “A” identifies as 158 Sackville Road the abutting lands currently owned by the Applicant, Griffin Group Real Estate Ltd. and the Subject Property proposed to be acquired from the City.

The request was circulated to various City Departments, and the Sault Ste. Marie Conservation Authority (“SSMRCA”).



0 Sackville Road and Part 128 Sackville Road – Declare Surplus (Griffin Group Real Estate Ltd. Dennis Tatasciore)

March 17, 2025

Page 2.

The Engineering Department circulated to utilities who have confirmed they have no requirements or interest in the properties. Engineering has advised that if there is a shared ditch between the Subject Property and the abutting lands, a drainage agreement may be required.

The Planning Department has no objection to this request; however, it is noted that this general area has been identified as a candidate to accommodate a pedestrian link from Sackville to Industrial Park Crescent. In discussions, Public Works staff have confirmed that in the future a pedestrian link could be accommodated along the south side of the Public Works property without impacting operations.

Public Works provided a sketch showing the property Public Works is prepared to declare surplus, specifically lining up with the rear property lines of 190 Sackville Road and 195 Industrial Park Crescent. Public Works identified that a drainage plan would be required to ensure that all surface water between the two properties has a suitable outlet.

The Building Division has no objections to the proposed request but notes that the subject property is zoned M2–Medium Industrial Zone, and any uses and structures to be built must comply with Section 14.2 of Zoning By-Law 2005-150.

The Community Development and Enterprise Services Department has no comments or concerns.

The SSMRCA has no objection to this request. The subject property is not located within the O.Reg 41/24 area.

### **Analysis**

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

### **Financial Implications**

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

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

Not applicable.

### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-45 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

0 Sackville Road and Part 128 Sackville Road – Declare Surplus (Griffin Group  
Real Estate Ltd. Dennis Tatasciore)

March 17, 2025

Page 3.

Respectfully submitted,

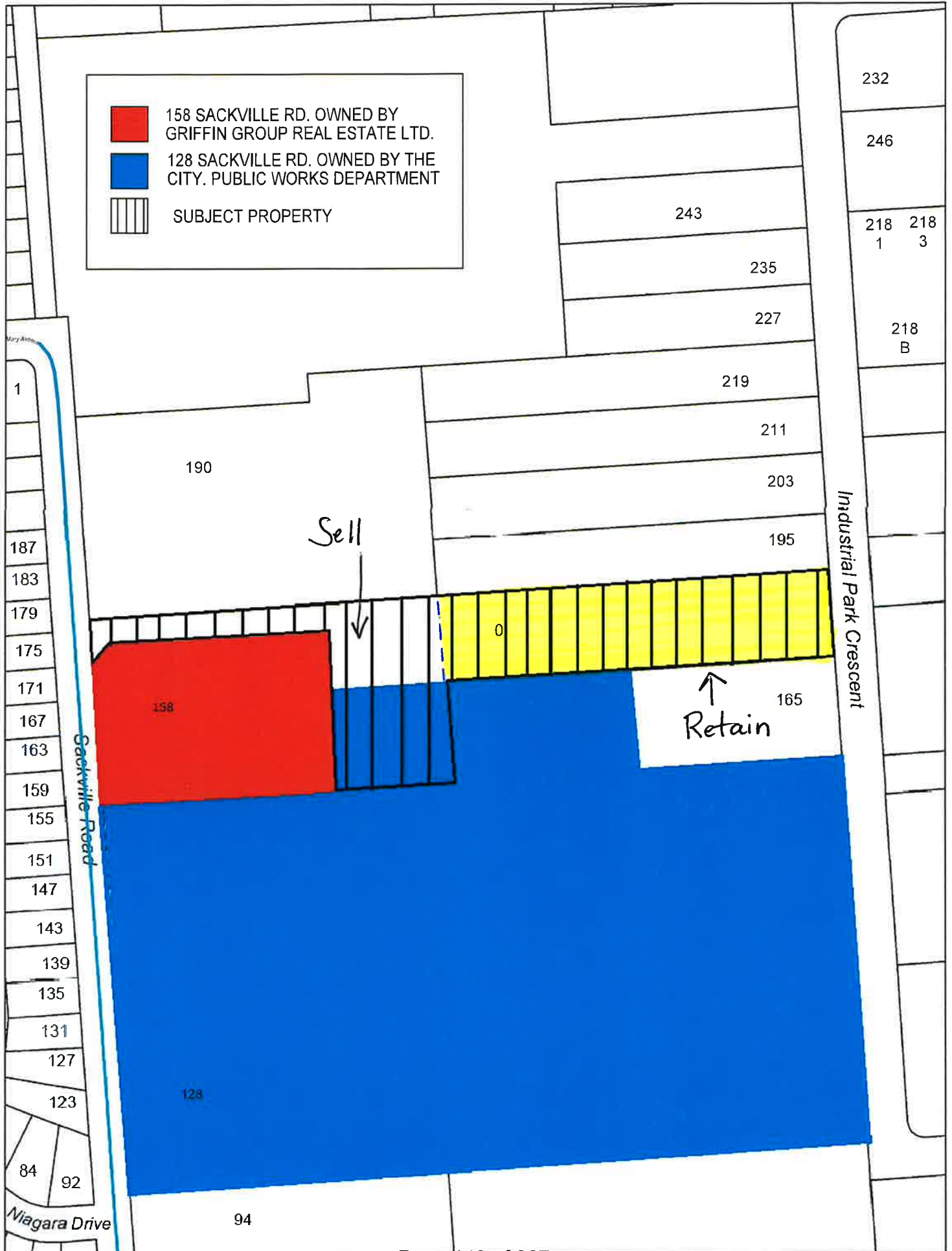
Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705.759.5403

[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2025-40**

**HERITAGE DESIGNATION**: A by-law to designate civic 99 Huron Street as being of architectural or historic value or interest.

**WHEREAS** Section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O. 18 authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest;

**WHEREAS** the Council of the Corporation of the City of Sault Ste. Marie has caused to be served on the owners of the lands and upon The Ontario Heritage Trust, notice of intention to so designate the property and has caused such notice of intention to be published in the Sault Star for one time;

**WHEREAS** no objections to the proposed designations have been served on the Clerk of the municipality; and

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie, pursuant to the *Ontario Heritage Act* ENACTS as follows:

1. **PROPERTIES DESIGNATED**

There is designated as being of architectural or historic value or interest, the property described above and further described in Schedule "A" to this by-law.

2. **HERITAGE DESIGNATION REPORT**

The Heritage Designation Report of the Sault Ste. Marie Municipal Heritage Committee dated **December 2, 2024**, recommends that civic 99 Huron Street, Sault Ste. Marie, Ontario be designated of significant cultural heritage value and interest pursuant to Part IV of the Ontario Heritage Act.

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

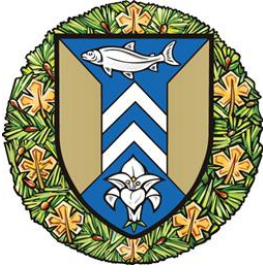
SCHEDULE "A" TO BY-LAW 2025-40

99 Huron Street

PIN: 31577-0079 (LT) PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PARTS 1 AND 2 1R13414; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 2 1R13414 AS IN LT57299; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181403; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181401; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAYS COMPANY LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART OF HUDSON BAYS COMPANY LAND SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST.MARY'S RIVER PARTS 13, 14, 19 & 38, ON PLAN 1R13279 EXCEPT PARTS 1 & 2 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PARTS 39 & 40, ON PLAN 1R13279 EXCEPT PART 4 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART ST. MARY'S ISLAND, BEING PT 20 1R5861 AS IN AL211635; CITY OF SAULT STE. MARIE

PIN 31577-0083 (LT) PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PART 4 1R13414; TOGETHER WITH AN EASEMENT OVER PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; CITY OF SAULT STE. MARIE

PIN 31577-0085 (LT) PART LAND & LAND COVERED WITH WATER PART 3 1R13414; TOGETHER WITH AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER PART 35 1R13279 AS IN AL181433; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAY COMPANY'S LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON STREET & PART OF HUDSON BAY COMPANY'S LANDS SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; CITY OF SAULT STE. MARIE



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

**C O U N C I L   R E P O R T**

December 2, 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: Ontario Heritage Act Part IV Designation of 99 Huron Street  
– The Yard Locker

---

**Purpose**

The purpose of this report is to seek Council approval to designate 99 Huron Street (The Yard Locker) under the *Ontario Heritage Act* due to its significant heritage value to the City of Sault Ste. Marie.

**Background**

The Sault Ste. Marie Municipal Heritage Committee advises City Council on the cultural heritage value or interest of properties within the Municipality and recommends the designation of significant properties under Part IV of the *Ontario Heritage Act*. This affords the property, particularly the designated heritage features, special protection under the Act.

The Municipal Heritage Committee received a designation application for the Yard Locker located at 99 Huron Street.

The Municipal Heritage Committee passed the following resolution at their meeting on June 1, 2022:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for the Yard Locker located off Huron Street (Property Identification Numbers 31577-0079, 31577-0085, 31577-0083) and that the report be finalized and recommended for designation under Part IV of the *Ontario Heritage Act*, and further that a report be sent to City Council to request approval to proceed with the designation.”

The report was included in the September 19, 2022, Council Agenda Package, at which time the owners asked to have the report removed. On September 12, 2024, the owner contacted staff to advise that they would like to proceed with the designation.

### **Analysis**

The attached designation report provides a detailed overview of the history of the Yard Locker and description of the cultural heritage value and key heritage attributes.

#### Statement of Cultural Value or Interest

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of buildings has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.
2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn-of-the-century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.
3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

The Yard Locker's architecture remains unique, as it was made in a Romanesque Revival style popular during the late 19th century. The Romanesque Revival style was common for buildings that Clergue had his architects make, such as the Machine Shop; however, other industrial buildings of the time were typically designed more utilitarianly and had less architectural flair than the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

### **Financial Implications**

There is no immediate budget impact. The property owner would be eligible to apply for a Designated Heritage Property Grant and enroll in the Heritage Property Tax Rebate program in the future.

### **Strategic Plan / Policy Impact**

Focus Area: Quality of Life – Arts and Culture: Support and grow the creative economy, celebrate arts and culture, and promote and conserve heritage assets.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning *Ontario Heritage Act* Part IV Designation of 99 Huron Street – The Yard Locker be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street, The Yard Locker, under Part IV of the *Ontario Heritage Act* be approved.

*Ontario Heritage Act* Part IV Designation of 99 Huron Street – The Yard Locker

December 2, 2024

Page 3.

Respectfully submitted,

Virginia McLeod

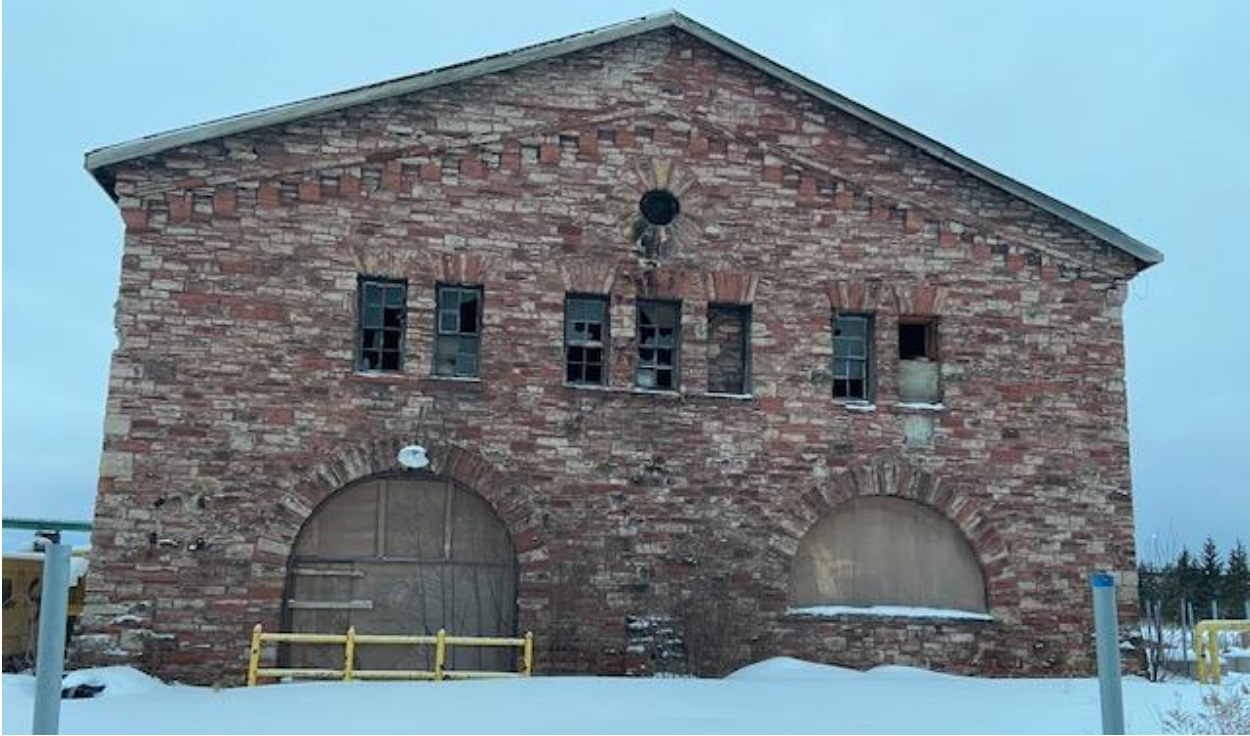
Manager of Recreation and Culture

705.759-5311

[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



# Yard Locker Designation Report



Location: 99 Huron Street (Roll number: 040-031-107-08)

### **Description of Property:**

The Yard Locker located off of Huron Street (City of Sault Ste. Marie roll number 040-031-107-08) on the former site of a Hudson Bay Trading Post. Constructed sometime between the years 1896-1902 the Yard Locker is built from local red sandstone, excavated from the adjacent power canal and lock.

The external plan size is 15.5 m (51') by 16.5 m (54') measured at the base.

The Yard Locker is located near other properties with historic designations such as the Machine Shop and the former Abitibi Head Office.

### **Statement of Cultural Value/Interest:**

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of building has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.
2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn of the century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.
3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

Clergue's business empire would collapse in 1904 and ownership of the Yard Locker and surrounding buildings would transfer first to the Lake Superior Paper Company in 1911, then the Spanish River Pulp and Paper Company in 1915, then the Abitibi Power and Paper Company in 1928 and finally St Marys Paper in 1987 until 2011 when the Paper mill would be shut down. The pulp and paper industry was a vital part of Sault Ste. Marie's economy for over a century and the Yard Locker is one of the few surviving original buildings from Clergue's business empire.

The Yard Locker's architecture remains unique as it was made in a Romanesque Revival style which was popular during the late 19<sup>th</sup> century. The use of Romanesque Revival style was common for buildings that Clergue had his architects make such as the Machine Shop, however other industrial buildings of the time were typically designed in a more utilitarian style and had less architectural flair compared to the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

### **Description of Heritage Attributes:**

Key attributes that reflect the Yard Locker's importance to Sault Ste. Marie's history includes:

- The use of local sandstone which was excavated during the construction of the Soo Locks

- The exterior of the building appears largely unchanged despite being over a century old and the modernization of other nearby buildings throughout the years
- The building is located among other historically significant buildings and landmarks such as the Machine Shop and the Soo Locks
- The building's overall design matches the Romanesque Revival design of the nearby buildings which includes features such as heavy massing, symmetrical composition and rusticated stonework.
- There are three possible architects under Clergue's employ that may have designed the Yard Locker; E. Francis Head, Harry J. Powell and James Calloway Teague



**East Elevation**



**North Elevation**

## Legal Description

Property Identification Number: 31577-0079 LT (DIVISION FROM 31577-0068)

PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PARTS 1 AND 2 1R13414; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 2 1R13414 AS IN LT57299; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181403; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181401; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAYS COMPANY LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART OF HUDSON BAYS COMPANY LAND SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST.MARY'S RIVER PARTS 13, 14, 19 & 38, ON PLAN 1R13279 EXCEPT PARTS 1 & 2 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PARTS 39 & 40, ON PLAN 1R13279 EXCEPT PART 4 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART ST. MARY'S ISLAND, BEING PT 20 1R5861 AS IN AL211635; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0085 LT (CONSOLIDATION FROM 31577-0081, 31577-0082)

PART LAND & LAND COVERED WITH WATER PART 3 1R13414; TOGETHER WITH AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER PART 35 1R13279 AS IN AL181433; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAY COMPANY'S LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON STREET & PART OF HUDSON BAY COMPANYS LANDS SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0083 (DIVISION FROM 31577-0076)

PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PART 4 1R13414; TOGETHER WITH AN EASEMENT OVER PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; CITY OF SAULT STE. MARIE





Document Path: G:\CitySSM\_GIS\CSD\General\Virginia\YardLocker\_Location\_May\_2016\_V1\_8x11.mxd

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, etc.

<p><b>Application Map Series</b></p> <p><input checked="" type="checkbox"/> Subject Property   <input type="checkbox"/> Official Plan Landuse  <input type="checkbox"/> Existing Zoning   <input type="checkbox"/> Aerial Image  <input type="checkbox"/> Official Plan Amendment</p>	<p><b>Legal Department Reference</b></p>  <p><b>SAULT STE. MARIE</b>  <b>Planning and Enterprise Services</b>  Community Development and Enterprise Services Department  99 Foster Drive, Sault Ste Marie, ON P6A 5X6  saultstemarie.ca   705-759-5368   planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i>  Orthophoto: None  Projection Details:  NAD 1983 UTM Zone 16N   0   15   30   60 Meters  GCS North American 1983   1:2,500</p> 
<p><b>Property Information</b></p> <p>Civic Address: 99 Huron Street  Roll No.: 040031107080000  Map No.: 16  Map Ref: Yard Locker (Former St. Mary's Paper Site)  Date Created: April 21, 2022</p>	<p><b>Legend</b></p> <p> Parcel Fabric</p>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-41**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City, Tourism Sault Ste. Marie and Northern Ontario Heritage Fund Corporation for funding to enhance Wishart Park by adding outdoor recreation play equipment, interpretative signage, boardwalks for wildlife viewing, and a recreation bridge and multi-use path.

**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 the City Tourism Sault Ste. Marie and Northern Ontario Heritage Fund Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding to enhance Wishart Park by adding outdoor recreation play equipment, interpretative signage, boardwalks for wildlife viewing, and a recreation bridge and multi-use path.

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 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made among:

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**  
a corporation existing under the laws of Ontario

("NOHFC")

- and -

**TOURISM SAULT STE. MARIE**  
a corporation existing under the laws of Ontario

("TSSM")

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
a municipality existing under the laws of Ontario

("City of SSM")

(**TSSM** and **City of SSM**, 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 Recipients have 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 7520282 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 February 21, 2024.

“**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:

- (a) 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 a Recipient that are (a) incurred by a 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 a 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 Recipients under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) \$900,000.

**“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 (TSSM and City of SSM 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 THE PROJECT

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 \$30,300, 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 \$30,300 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it.

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, the City of SSM shall continue to own, continue to lease or continue to have the right to use (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.

3.0 **CHANGES**

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;
  - (ii) 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; and
- (e) the Recipients shall have delivered all Reports required to date.

**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 INDEMNITY**

**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 Remediating.** 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 NOTICE**

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:**

Northern Ontario Heritage Fund Corporation  
70 Foster Drive, Suite 200  
Sault Ste. Marie, Ontario P6A 6V8

**Attention:** Executive Director

Fax: 705-945-6701

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

**To the Recipients:**

Tourism Sault Ste. Marie and The  
Corporation of the City of Sault Ste. Marie  
99 Foster Dr.  
Sault Ste. Marie, Ontario P6A 5X6

**Attention:** Travis Anderson, Director of  
Tourism and Community Development

Fax: N/A

E-mail: t.anderson@cityssm.on.ca

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, 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

**TOURISM 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**

\_\_\_\_\_  
Name: MATTHEW SHOEMAKER  
Title: MAYOR

\_\_\_\_\_  
Name: RACHEL TYCZINSKI  
Title: CITY CLERK

I/We have authority to bind the municipality.

**SCHEDULE A  
PROJECT DESCRIPTION**

**1. Project Summary**

The Recipients will construct a connector trail system that will create a green space passage between 3<sup>rd</sup> and 4<sup>th</sup> Line and that will link the urban Hub Trail to Wishart Park, Hiawatha Highlands, Kinsmen Park, the Voyager Trail Network, and the Algoma Trail Network. As part of the construction of the new connector trail system, the Recipients will:

- (a) assemble a prefabricated bridge and install that bridge over the Root River;
- (b) construct civil works including abutments; and
- (c) construct the connecting trails.

The Recipients will carry out and complete enhancements to Wishart Park by:

- (a) installing boardwalks and a viewing platform in Wishart Park;
- (b) installing interpretative signage in Wishart Park; and
- (c) installing play equipment in Wishart Park.

**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.

<i><b>Project milestones</b></i>	<i><b>Timing</b></i>	
	<i><b>Start (month/ year)</b></i>	<i><b>End (month/ year)</b></i>
Engineering Design	10/01/2024	06/30/2026
Bridge Fabrication/installation	10/01/2024	05/01/2025
Abutment/civil work	01/01/2024	6/30/2025
Connector Trail	10/01/2024	06/30/2026
Boardwalk/play equipment	08/01/2025	11/15/2026

Project completion date (the "Project Completion Date"): December 31, 2026

**SCHEDULE B  
PROJECT BUDGET**

**1. Project Costs Chart**

<b>Project cost category</b>	<b>Eligible Project Costs</b>	<b>Ineligible Project Costs</b>	<b>Total cost</b>
Engineering/construction	\$50,000	\$0	\$50,000
Bridge fabrication and delivery/installation	\$600,000	\$0	\$600,000
Abutments and civil works	\$500,000	\$0	\$500,000
Connector trail construction	\$300,000	\$0	\$300,000
Boardwalk and viewing platform	\$150,000	\$0	\$150,000
Play equipment	\$200,000	\$0	\$200,000
<b>TOTAL</b>	<b>\$1,800,000</b>	<b>\$0</b>	<b>\$1,800,000</b>

**2. Project Funding Chart**

<b>Funding sources</b>	<b>Financing type</b>	<b>Project cost category</b>	<b>Total funding</b>
NOHFC	Conditional contribution	Eligible Project Costs	\$900,000
Recipients	Cash	All costs	\$450,000
Trans Canada Trail	Conditional Contribution	Eligible Project Costs	\$60,000
Federal Ministry of Infrastructure and Communities	Conditional Contribution	Eligible Project Costs	\$390,000
<b>TOTAL</b>			<b>\$1,800,000</b>
<b>Project Percentage (NOHFC % of total Eligible Project Costs)</b>			<b>50%</b>

**SCHEDULE C  
CHANGE REQUEST FORM**

**TO:** Northern Ontario Heritage Fund Corporation (“**NOHFC**”)

**RE:** Conditional contribution agreement among Tourism 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:

- 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.

<b>Project milestones</b>	<b>Timing</b>	
	<b>Start (month/ year)</b>	<b>End (month/ year)</b>

Project completion date (the “**Project Completion Date**”): \_\_\_\_\_, 20\_\_

*(Change Request Form continued on following page – please fill out all applicable sections)*

**SCHEDULE C  
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**

<b>Project cost category</b>	<b>Eligible Project Costs</b>	<b>Ineligible Project Costs</b>	<b>Total cost</b>
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$

- Replace the Project Funding Chart with the following:

**Project Funding Chart**

<b>Funding sources</b>	<b>Financing type</b>	<b>Project cost category</b>	<b>Total funding</b>
			\$
			\$
			\$
			\$
			\$
<b>TOTAL</b>			\$
<b>Project Percentage (NOHFC % of total Eligible Project Costs)</b>			%

*(Change Request Form continued on following page – please fill out all applicable sections)*

**SCHEDULE C**  
**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]

**SCHEDULE C  
CHANGE REQUEST FORM (CONT'D)**

**TOURISM SAULT STE. MARIE**

\_\_\_\_\_  
Name:  
Position:

Date: \_\_\_\_\_

\_\_\_\_\_  
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**

\_\_\_\_\_  
Name:  
Position:

Date: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-42**

**APPOINTMENTS:** A by-law to appoint Mark Morgenstern as Deputy Chief Fire Operations.

**WHEREAS** the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, permits a municipality to establish, maintain and operate a fire department;

**NOW THEREFORE THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **APPOINTMENT – DEPUTY CHIEF FIRE OPERATIONS**

Mark Morgenstern is hereby appointed as Deputy Chief Fire Operations commencing February 16, 2025.

2. **BY-LAWS 2022-109 REPEALED**

By-law 2022-109 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law is effective on February 16, 2025.

**PASSED** in open Council this 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-43**

**REGULATIONS:** (Firearms and Noise) A by-law to exempt the Ermatinger Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie.

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

1. **BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168, the Ermatinger Clergue National Historic Site may be allowed to discharge a firearm from May 2025 to December 2025.

2. **BY-LAW 80-200 AMENDED**

Despite the provisions of By-law 80-200 the noise associated with the Ermatinger Clergue National Historic Site from May 2025 to December 2025 is deemed not to be in violation of By-law 80-200.

3. **EFFECTIVE DATE**

This by-law is effective on the date of its passing.

**PASSED** in open Council this 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-44**

**AGREEMENT**: A by-law to authorize the execution of the Extension Agreement between the City and SHAW BUSINESS, a division of Rogers Communications Canada Inc., and/or Shaw Business U.S. Inc. for the provision of a Unified Communication System (Telephony) for use by the City.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 6, 2025 between the City and SHAW BUSINESS, a division of Rogers Communications Canada Inc., and/or Shaw Business U.S. Inc. for the provision of a Unified Communication System (Telephony) for use by the City.

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 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**



Date of Service Order: March 6, 2025  
Account Rep. Name: Billy Thebeau

## ADVANTAGE VOICE SERVICE ORDER FORM

This Service Order Form constitutes an agreement between the company listed below ("**Customer**") and SHAW BUSINESS, a division of Rogers Communications Canada Inc., and/or Shaw Business U.S. Inc., as applicable ("**Shaw Business**").

### CUSTOMER INFORMATION

**Legal Customer Name:** The Corporation of the City of Sault Ste Marie

<b>Address for Billing:</b> 99 Foster Drive Sault Ste. Marie, ON P6A 5x6 Canada		<b>Address for Legal Notices</b> (if different than Billing Address):	
<b>Attention:</b> Accounts Payable		<b>Attention:</b>	
<b>Phone:</b> (705) 759-5410	<b>Fax:</b> (705) 541-7165	<b>Phone:</b>	<b>Fax:</b>
<b>Email:</b> f.coccimiglio@cityssm.on.ca		<b>Email:</b>	

### ORDER INFORMATION

**Business Voice Service Type:**  Advantage Voice

**Contract Type:** Renewal

**Administrative:**  Additional Service  Upgrade  Downgrade  Move

**Service Order Form (Service Appendix) being renewed, revised, amended, or Technology replaced:**

SmartVoice Service order Form dated September 12, 2019 – Customer Reference Number: 19091119402-121440

SmartVoice Service order Form dated November 25, 2019 – Customer Reference Number: 19111154956-254705

**Customer Reference Number:** 24122020546-183553

Service Location 2	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 128 Sackville Road, Sault Ste. Marie, ON P6B 4T6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 3	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 619 Bay Street, Sault Ste. Marie, ON P6A 5X5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 4	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 402 Fifth Line E, Sault Ste. Marie, ON P6C 4L5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 5	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 269 QUEEN ST E, SAULT STE. MARIE, ON P6A1Y9 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 6	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 65 FOSTER DR, SAULT STE. MARIE, ON P6A1X3 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 7	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 27 Fourth Line E, Sault Ste. Marie, ON P6A 5K8 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 8	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 72 Tancred St, Sault Ste. Marie, ON P6A 2W1 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 9	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 556 GOULAIS AVE, SAULT STE. MARIE, ON P6C5A7 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 11	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 260 Elizabeth St., Sault Ste Marie, ON P6A 6J3 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 12	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 50 EAST ST, SAULT STE. MARIE, ON P6A3C3 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 13	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 111 Huron Street, Sault Ste. Marie, ON P6A 5P9 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 14	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 800 Bay Street, Sault Ste Marie, ON P6A 0A1 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location

Service Location 15	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 269 Albert St W., Sault Ste Marie, ON P6A 1B6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 17	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 160 Queen St E, Sault Ste. Marie, ON P6A 1Y5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 18	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 616 Goulais Ave, Sault Ste. Marie, ON P6C 5A7 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 21	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 108 Rossmore Rd, Sault Ste. Marie, ON P6C 5Z2 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 23	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 710 Young St, Sault Ste. Marie, ON P6A 5X6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 24	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 65 Old Garden River Rd, Sault Ste Marie, ON P6A 6H5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 25	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 1504 Peoples Rd, Sault Ste. Marie, ON P6A 0B5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 26	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 99 FOSTER DR, SAULT STE. MARIE, ON P6A5X6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 27	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 1 Pine St, Sault Ste Marie, ON P6A 3Y1 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 28	The Corporation of the City of Sault Ste Marie	<b>Address:</b> CAFE-41 Lake St, Sault Ste. Marie, ON P6A 4A5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 29	The Corporation of the City of Sault Ste Marie	<b>Address:</b> GRNHS-41 LAKE ST, SAULT STE. MARIE, ON P6A4A5 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 31	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 426 Queen St E, Sault Ste Marie, ON P6A 6W2 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 32	The Corporation of the City of Sault Ste Marie	<b>Address:</b> C-232 Northern Ave E, Sault Ste. Marie, ON P6B 4H6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location
Service Location 34	The Corporation of the City of Sault Ste Marie	<b>Address:</b> 1-99 Foster Dr, Sault Ste. Marie, ON P6A 5X6 <b>On-Net:</b> On-Net <b>Demarcation:</b> RJ45 connector at the Service Location

**Service Charges and Term:** 60 Months

Service	Location	Description	Qty	Rate	MRC	NRI
Advantage Voice - Call Queuing	2	Advantage Voice - Call Queuing	10	\$1.95	\$19.50	\$0.00
Advantage Voice Analog	2	Advantage Voice for Fax or POS	16	\$9.95	\$159.20	\$0.00
Advantage Voice Group Mailbox	2	Advantage Voice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
Advantage Voice Auto Attendant	2	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	2	Deskphone, Desktop & Mobile App	57	\$22.95	\$1,308.15	\$0.00
Advantage Voice Conference	2	Conference	2	\$29.95	\$59.90	\$0.00
Advantage Voice Call Recording	2	Advantage Voice Call Recording, 90 day Storage	13	\$7.95	\$103.35	\$0.00
Advantage Voice Office with Cisco Webex	3	Deskphone, Desktop & Mobile App	7	\$22.95	\$160.65	\$0.00
Advantage Voice Analog	3	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Office with Cisco Webex	4	Deskphone, Desktop & Mobile App	7	\$22.95	\$160.65	\$0.00
Advantage Voice Analog	4	Advantage Voice for Fax or POS	5	\$9.95	\$49.75	\$0.00
Advantage Voice Auto Attendant	4	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Conference	5	Conference	1	\$29.95	\$29.95	\$0.00

Advantage Voice Analog	5	Advantage Voice for Fax or POS	8	\$9.95	\$79.60	\$0.00
Advantage Voice Auto Attendant	5	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	5	Deskphone, Desktop & Mobile App	18	\$22.95	\$413.10	\$0.00
Advantage Voice Office with Cisco Webex	6	Deskphone, Desktop & Mobile App	3	\$22.95	\$68.85	\$0.00
Advantage Voice Analog	6	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Office with Cisco Webex	7	Deskphone, Desktop & Mobile App	4	\$22.95	\$91.80	\$0.00
Advantage Voice Analog	7	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Analog	8	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice - Call Queuing	9	Advantage Voice - Call Queuing	3	\$1.95	\$5.85	\$0.00
Advantage Voice Analog	9	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Auto Attendant	9	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	9	Deskphone, Desktop & Mobile App	4	\$22.95	\$91.80	\$0.00
Advantage Voice Office with Cisco Webex	9	Deskphone, Desktop & Mobile App	2	\$22.95	\$45.90	\$0.00
Advantage Voice Office with Cisco Webex	11	Deskphone, Desktop & Mobile App	10	\$22.95	\$229.50	\$0.00
Advantage Voice Analog	11	Advantage Voice for Fax or POS	9	\$9.95	\$89.55	\$0.00
Advantage Voice Auto Attendant	11	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Conference	12	Conference	1	\$29.95	\$29.95	\$0.00
Advantage Voice Analog	12	Advantage Voice for Fax or POS	6	\$9.95	\$59.70	\$0.00
Advantage Voice Group Mailbox	12	Advantage Voice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
Advantage Voice Auto Attendant	12	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	12	Deskphone, Desktop & Mobile App	27	\$22.95	\$619.65	\$0.00
Advantage Voice - Call Queuing	13	Advantage Voice - Call Queuing	1	\$1.95	\$1.95	\$0.00
Advantage Voice Analog	13	Advantage Voice for Fax or POS	3	\$9.95	\$29.85	\$0.00
Advantage Voice Auto Attendant	13	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	13	Deskphone, Desktop & Mobile App	19	\$22.95	\$436.05	\$0.00
Advantage Voice Conference	13	Conference	1	\$29.95	\$29.95	\$0.00
Advantage Voice Office with Cisco Webex	14	Deskphone, Desktop & Mobile App	4	\$22.95	\$91.80	\$0.00
Advantage Voice Analog	14	Advantage Voice for Fax or POS	3	\$9.95	\$29.85	\$0.00
Advantage Voice Group Mailbox	14	Advantage Voice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
Advantage Voice Office with Cisco Webex	15	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Office with Cisco Webex	17	Deskphone, Desktop & Mobile App	2	\$22.95	\$45.90	\$0.00
Advantage Voice Analog	17	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Office with Cisco Webex	18	Deskphone, Desktop & Mobile App	2	\$22.95	\$45.90	\$0.00
Advantage Voice Analog	18	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Office with Cisco Webex	21	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Analog	21	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	23	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00

Advantage Voice Office with Cisco Webex	24	Deskphone, Desktop & Mobile App	20	\$22.95	\$459.00	\$0.00
Advantage Voice Analog	24	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Group Mailbox	24	Advantage Voice- Shared Group Mailbox	1	\$5.00	\$5.00	\$0.00
Advantage Voice Office with Cisco Webex	25	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Analog	25	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice - Call Queuing	26	Advantage Voice - Call Queuing	7	\$1.95	\$13.65	\$0.00
Advantage Voice Analog	26	Advantage Voice for Fax or POS	21	\$9.95	\$208.95	\$0.00
Advantage Voice Group Mailbox	26	Advantage Voice- Shared Group Mailbox	11	\$5.00	\$55.00	\$0.00
Advantage Voice Auto Attendant	26	Advantage Voice- Auto Attendant Feature	5	\$9.95	\$49.75	\$0.00
Advantage Voice Office with Cisco Webex	26	Deskphone, Desktop & Mobile App	157	\$22.95	\$3,603.15	\$0.00
Advantage Voice Collaborative Receptionist	26	Deskphone w/KEM sidecar	1	\$49.95	\$49.95	\$0.00
Advantage Voice Conference	26	Conference	3	\$29.95	\$89.85	\$0.00
Advantage Voice Office with Cisco Webex	27	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Analog	27	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	28	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Analog	28	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	29	Deskphone, Desktop & Mobile App	1	\$22.95	\$22.95	\$0.00
Advantage Voice Analog	29	Advantage Voice for Fax or POS	2	\$9.95	\$19.90	\$0.00
Advantage Voice Analog	31	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice Office with Cisco Webex	32	Deskphone, Desktop & Mobile App	4	\$22.95	\$91.80	\$0.00
Advantage Voice Analog	32	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
Advantage Voice Conference	34	Conference	1	\$29.95	\$29.95	\$0.00
Advantage Voice Office with Cisco Webex	34	Deskphone, Desktop & Mobile App	19	\$22.95	\$436.05	\$0.00
Advantage Voice Auto Attendant	34	Advantage Voice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
Advantage Voice Group Mailbox	34	Advantage Voice- Shared Group Mailbox	2	\$5.00	\$10.00	\$0.00
Advantage Voice Analog	34	Advantage Voice for Fax or POS	1	\$9.95	\$9.95	\$0.00
<b>Total:</b>					<b>\$10,183.75</b>	<b>\$0.00</b>

The Above Charges do not include applicable taxes.

Charges are in Canadian Dollars unless otherwise specified.

The installation costs associated with the Service are conditional upon the results of a final detailed field facilities analysis.

Should the analysis determine that the provisioning costs will be greater than indicated above; the parties will renegotiate the installation and/or monthly recurring charges.

MRC: Monthly Recurring Charge

NRI: Non-Recurring Installation Charge

- CAN/US Long Distance minutes included
- CAN/US Toll Free minutes will be charged at \$0.03/min
- International Long Distance rates can be found at the following site:  
<http://business.shaw.ca/Phone/Long-Distance>

**BILLING**

- Monthly recurring charges will be billed monthly in advance of the Services;
- Usage based charges will be calculated monthly and billed in arrears;
- Installation charges will be billed upon completion of the installation in the first invoice for Services; and
- Past due charges will be subject to an interest charge of 2% compounded monthly (annual rate of 26.8%).



**Advantage Voice Service Description:**

Advantage Voice Service is a voice solution that provides Customers with basic to advanced calling features. Advantage Voice Services include on-line access which allows Customer to manage features and other important information about the Advantage Voice Services herein ("Advantage Voice Portal").

**Add on Service to Advantage Voice Service**

**Advantage Voice powered by Cisco Webex** is a cloud-based service that provides the Cisco Webex Teams complete collaboration suite to create, meet, message, make calls and share. Advantage Voice powered by Cisco Webex is available on Advantage Voice Remote and Advantage Voice Office with Cisco Webex packages.

**Advantage Voice Emergency Line Service**

is a voice solution within Advantage Voice Service family that provides Customers with a basic calling feature related to Customer's emergency lifeline services such as, but not limited to, elevator lines, fire alarms and security systems.

**ADDITIONAL SERVICE REQUESTS**

Customer may request any of the additional services listed in the table below, from time to time, by submitting a Change Request to SHAW BUSINESS at [inquiries.S@rci.rogers.com](mailto:inquiries.S@rci.rogers.com) or 1-877-742-9249. Shaw Business will provide Customer with a Confirmation Form confirming the request and the MRC and NRI charges associated with the additional services requested. Additional Services added to the original contracted Services must be maintained by Customer for a minimum of three (3) months, after which time the Customer may cancel some of the Services, without penalty, provided that the original Advantage Voice Services contracted for under this SOF remain for the entire Term of the SOF.

**Adding Packages and Features:** Additional monthly recurring charges (MRC) will be applied for additional packages and features. Upon provision of the requested changes, the Customer's billing will be adjusted in accordance with the MRC fees set out below:



**TABLE 1: Monthly Fees for Additional Services or Features ordered during initial Term:**

Advantage Voice Services	Up to 60 Month Contract*
Advantage Voice - Call Queuing	\$1.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Group Mailbox	\$5.00 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Conference	\$29.95 per seat
Advantage Voice Call Recording	\$7.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Conference	\$29.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice - Call Queuing	\$1.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Conference	\$29.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Group Mailbox	\$5.00 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice - Call Queuing	\$1.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Auto Attendant	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Conference	\$29.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Group Mailbox	\$5.00 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat
Advantage Voice Office with Cisco Webex	\$22.95 per seat
Advantage Voice Analog	\$9.95 per seat





**Table 2 - Renewal Pricing and Monthly Fees for New Services and Features ordered during the Term:**

Advantage Voice Services	Additional Service Price
Advantage Voice	\$29.95 per seat
Advantage Voice Office with Cisco Webex	\$39.95 per seat
Advantage Voice Remote with Cisco Webex	\$27.95 per seat
Advantage Voice Collaborative Reception	\$49.95 per seat
Advantage Voice Conference	\$29.95 per seat
Advantage Voice Analog	\$19.95 per seat
Enhanced Meeting with 100 Person Capacity	\$5.00 per month per port
Advantage Voice Call Queuing	\$1.95 per seat
Advantage Voice Call Recording	\$7.95 per seat
Advantage Voice Paging Adapter	\$17.00 per Adapter
Advantage Voice Audio Alerter	\$15.00 per Alerter
Advantage Voice Visual Alerter	\$24.00 per Door Phone
Advantage Voice Door Phone	\$35.00 per Door Phone
Advantage Voice VIN	\$3.00 per month
Group Voice Mail Box	\$5.00 per month per mailbox
Auto Attendant	\$9.95 per month per Attendant
Advantage Voice DID Reserve	\$1.00 per month per number
Advantage Switch	Monthly Recurring Charge
8 Port Advantage Switch	\$18.00 per switch
24 Port Advantage Switch	\$35.00 per switch
48 Port Advantage Switch	\$70.00 per switch

\*Based on the original terms of the SOF. The above charges do not include applicable Taxes.

**One Time Charges for additional Services and Features:**

Item	NRI Charges for Additional Services*
Additional Receptionist Sidecar	\$185.00 per unit, one-time cost
Receptionist Portal Upgrade (30 line)	\$75.00 per 30 line configuration, one time charge
Receptionist Portal Upgrade (30 line+)	\$175.00 over 30 line configuration, one time charge
Set Upgrades	\$75.00 per set, one time charge
Installation Charges (per cable run, 4 seats and under)	\$50.00 per cable run, one time charge
Installation Charges (per cable run, over 4 seats)	\$150.00 per cable run, one time charge
Installation Charges (Advantage Switch)	\$74.95 per install, one time charge
HD Camera (V VX 50x and 60x only)	\$95.00 per camera, one time charge

\*The above charges do not include applicable Taxes

Feature:	Personalized Name	Voice Mail Greeting	*Auto Attendant	*Call Queuing Media	Music On Hold
Max File Size	<16MB	<16MB	<16MB	<16MB**	<16MB
Max Audio Length	1 Min	10 Min	10 Min	10 Min**	10 Min

**Change Requests:** Change Requests are subject to the charges noted in the above table plus a one-time fee of \$100.00 per Change Request, plus applicable Taxes. The one-time Change Request fee will be waived: (i) for implementation changes requested within 5 days of installation of the Service; and (ii) for up to two Changes Requests per month.

**Porting Charges:** Customer will be charged a one-time fee of \$500 plus applicable taxes if Customer requests that numbers be ported outside of normal business hours. In addition, if Shaw Business schedules an after-hours port and Customer fails to provide access to its premises at the scheduled time, Customer will be charged the \$500 port charge for each time the work is scheduled, until access is provided and the port is completed.

**Move Charges:** Move requests will be subject to an access installation charge. Access installation charges for On-Net locations will be



charged at the rate of \$50.00 per Advantage Voice Seat and \$75.00 per Advantage Switch; installation charges for Off-Net locations will be assessed by Shaw Business upon receipt of the request and will be confirmed to Customer prior to proceeding with the move.

#### TERM AND RENEWAL

- The Term for new Services will commence upon completion of installation as notified to Customer by Shaw Business
- The Term for renewals will commence on the first day of the month following the date this SOF is signed and submitted by Customer
- Changes, amendments and relocations are effective when all changes are complete and Term continues from the date changes are complete.
- Unless a renewal term is agreed to by the Parties, Services will automatically renew at the end of the initial Term or any renewal Term, for a one year period with a monthly recurring charge (MRC) equal to the MRC set forth above; provided that either party may terminate the Term upon sixty (60) days prior written notice.

#### CABLING AND EQUIPMENT

Shaw Business will deliver the Services to the master telephone room at the applicable Customer service location. Customer wiring will be used to extend to end users and is the responsibility of the Customer. If requested, Shaw Business will extend the wiring at an additional cost.

All Equipment provided by Shaw Business and installed at the Service Location will remain the property of Shaw Business and upon termination of the Services will be removed by Shaw Business.

Shaw Business shall not be responsible for any negative consequences or extra costs arising out of Shaw Business following any direction given by Customer, whether given voluntarily or not by the Customer in relation to the installation of the Services.

#### IMPORTANT DISCLOSURE ABOUT MOBILE SERVICES

The Mobile Services are not a replacement for mobile or fixed line telephones. In particular, the Mobile Services may not allow the user to make emergency 911 calls and it is the Customer's sole responsibility to determine whether or not the Customer's device over which it is using the Mobile Services restricts the user from making emergency 911 calls. Customer acknowledges and agrees that it may have to make alternative arrangements to ensure that it has the ability to make emergency 911 calls.

#### EMERGENCY 911 SERVICE RESTRICTIONS

Customer acknowledges that Advantage Voice Services have certain limitations relative to Enhanced 9-1-1 service as more particularly set forth below, and Customer is responsible for advising all of its end-users of these limitations.

#### All Advantage Voice Services:

- a) 911 service will not function in the event of a power outage or network service outage;
- b) 9-1-1 calls may be misdirected to an incorrect emergency response site if Customer is using the voice Service at any location other than the Service Location where the Advantage Voice services are installed as specified on the SOF ("Primary Service Location");
- c) In the event an end user places a 911 call, the phone number designated by the Customer as the primary number and the street address of the Primary Service Location will be passed on to the local PSAP or the local emergency dispatcher;
- d) End users not at the Primary Service Location must inform the emergency services dispatcher of their location when placing a 911 call
- e) The PSAP or local emergency services dispatcher may not be able to capture and/or retain automatic phone number or location information when receiving 911 calls. Customer or end-user must ensure they do not disconnect the line, as the dispatcher may not have a phone number to use for call back. If the person is unable to speak and provide the location, the emergency dispatcher may not be able to obtain location information. If 911 is dialed and the receiver is hung up, the call will be disconnected.
- f) If 911 services are a concern, Customer may wish to consider having a backup land line or other alternate means of accessing traditional 911 or E-911 services.
- g) In areas where the Advantage Voice Service is provided over a third party access network that not owned or operated by Shaw Business, Enhanced 9-1-1 is not supported and all Advantage Voice Services will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to the address of record on Customer's account. However, due to the limitations of the VoIP telephone services, the 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, the call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, the end-user making the call may be required to provide their name, address, and telephone number to the call centre.

#### Telecom Decision CRTC 2022-265 – Multi-line Telephone System Best Practices.

Execution of this contract is acknowledgement by Customer that they have read and comply with the Best Practices as outlined by the CRTC below.

The Emergency Services Working Group (ESWG) of the CRTC Interconnection Steering Committee has undertaken extensive research regarding the applicable laws and practices regarding multi-line telephone systems (MLTS) in Canada and the United States, and created a list of best practices regarding the use of MLTS for 9-1-1 services. Because Canada does not have legislation governing MLTS similar to that of the United States, the MLTS configuration practices that the list provides are very important for Canadian MLTS owners, operators, providers, and/or resellers. These best practices ensure that 9-1-1 calls are received locally with accurate location information. The list is stakeholder specific and will be updated as required.

#### For telecommunications service providers (TSPs)

- 1) The ESWG recognizes that some 9-1-1 network providers offer private switch- automatic location information (PS-ALI) or equivalent service solutions, including equivalent next generation 9-1-1 (NG9-1-1) service to manage customer name and address information, and encourages those entities that do so, to continue to do so.
- 2) TSPs and applicable resellers should provide services that enable MLTS providers, resellers, owners, and operators to access local 9-1-1 systems in alignment with all MLTS best practices.

#### For MLTS owners, operators, providers and/or resellers

- 1) Accessing 9-1-1 Services
  - a) Dialing (without requiring any prefix or code) to 9-1-1 from any MLTS should be implemented as part of the provisioning of the service, where technically feasible.
  - b) In cases where the MLTS dial plan uses a dialing prefix, or dialing prefixes, for regular calls (e.g., local, domestic long distance, and international long distance), the dial plan should be set up to reach 9-1-1 with or without the existing dialing prefix.
  - c) MLTS calls should be routed directly to the PSAP without being directed to a central internal answering position such as a security desk, receptionist, or operator.
- 2) **Caller Location Information and 9-1-1 Call Routing**
  - a) MLTS owners, operators, providers, and/or resellers should work with their TSPs to assign a unique automatic number identification (ANI) for identifying the location of each fixed endpoint or group of co-located devices used to contact 9-1-1. This could be accomplished through an automated or manual process leveraging the existing ANI/ALI procedures of the incumbent local exchange carrier (or NG9-1-1 equivalent).
  - b) MLTS owners, operators, providers, and/or resellers should work with their TSPs to ensure that sufficient location details are made available to public safety answering points (PSAPs) and the 9-1-1 system to assist in quickly ascertaining an accurate location and enable direct routing of 9-1-1 calls from fixed endpoints.
  - c) MLTS owners, operators, providers, and/or resellers should configure systems where possible to
    - i) provide an ANI assigned to an accurate location when the location of the caller is known, or
    - ii) provide the default location associated to the local MLTS, or
    - iii) default to the nomadic voice over Internet Protocol 9-1-1 call processing if the location is not fixed or cannot be determined.
  - d) The phone number provided to the PSAP should be dialable from outside the MLTS, allowing the PSAP to call the endpoint back if necessary.
- 3) **Awareness and Notification**
  - a) When someone connected to an MLTS dials 9-1-1, notifications should be issued to on-site or off-site personnel with the relevant information, including who called, when they called, and from where they called. Notification should occur in parallel and without interrupting or altering the call path to 9-1-1.
  - b) Notifications should be issued to on-site personnel trained in providing direction to first responders so that they get to the site of the emergency quickly.
- 4) **MLTS Implementation**
  - a) MLTS owners, operators, providers, and/or resellers should include end user educational materials explaining risks and benefits, so that they can ask appropriate questions and make informed decisions on deployment. These include
    - i) The risks and benefits of provisioning accurate location information for use when 9-1-1 is dialled, and
    - ii) any risks associated with requirements for prefix dialing.
  - b) MLTS owners, operators, providers, and/or resellers should accurately program and test MLTS to deliver and display information required by the appropriate PSAP, including ANI and dispatchable location.
  - c) MLTS owners, operators, providers, and/or resellers should install and maintain systems with the same level of 9-1-1 service that other users connected directly to the public switched telephone network (PSTN) receive. The following information should be included with the 9-1-1 call:
    - i) an appropriate callback number to reach the calling party such as a direct inward dialing (DID) number or internal extension, or front desk, in the event a DID number or internal extension is not accessible
    - ii) specific accurate location of the 9-1-1 caller; and
    - iii) additional information about the caller's location (such as building name or number, floor, section or room number) to better direct responders to the caller's specific location.
- 5) **Plan for the Future**
  - a) The ESWG recommends that MLTS owners, operators, providers, and/or resellers begin planning for NG9-1-1 by discussing plans with their MLTS vendors to make additional data available to PSAPs. These discussions should take into consideration that the framework and timelines for additional data (provision, transmission, and access) in Canada are currently in the planning stages.

**Advantage Voice Services over Mobile Device (personal computing client and/or tablet or other mobile device applications):**

The Advantage Voice Service allows you to make or receive telephone calls using a Mobile Device over the Internet to or from the public switched telephone network. The nature of these telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and Customer acknowledges and agrees that differences exist between traditional telephone service and Advantage Voice Services over a Mobile Device, including the lack of traditional 9-1-1 emergency services.

Because of the unique nature of Advantage Voice Services over Mobile Devices, emergency calls to 9-1-1 through the service will be handled differently than calls placed over traditional phone services. The following provisions describe the differences and limitations of 9-1-1 calls placed to emergency services from your account as described below. Customer hereby acknowledges that it understands the differences between 9-1-1 calls over traditional voice service and 9-1-1 calls made using Advantage Voice Services over Mobile Devices.

- a) When a 9-1-1 emergency call is made, the Advantage Voice Services over Mobile Devices will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to the address of record on Customer's account. However, due to the limitations of the VoIP telephone services, the 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, the call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, the end-user making the call may be required to provide their name, address, and telephone number to the call centre.
- b) Advantage Voice Services over Mobile Devices will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher

receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, the end-user must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

- c) Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) for your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
- d) For technical reasons, there is a possibility that a 911 call may produce a busy signal or may take longer to answer than traditional 911 services. You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
- e) For technical reasons, the functionality of 9-1-1 emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or your service access device—if your system access equipment fails or is not configured correctly, or if your service is not functioning correctly for any reason, including power outages, service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the service, including for 9-1-1 emergency calls; and changing locations—if you move your system access equipment to a location other than that described in your account information or otherwise on record with Shaw Business.
- f) Customer acknowledges that the Services are designed for operation within Canada and if the Services are being used on a mobile device outside of Canada, it may not be possible to call the relevant emergency number in that country.
- g) Customer is responsible for notifying, and hereby agrees to notify, all users or potential users of its Advantage Voice services of the nature and limitations of 9-1-1 emergency calls on the Advantage Voice over Mobile Device service as described herein.

### Registration of Physical Location.

Customer acknowledges that it is Customer's responsibility to ensure its service location information is kept current at all times. If Customer relocates any direct inward dial numbers ("DIDs") to a location other than the Primary Service Location or is using the Advantage Voice over Mobile Device service, it is the Customer's responsibility to promptly provide Shaw Business with the service address and the DID numbers associated with the service address. Once Customer advises Shaw Business of an address change associated with any DID numbers it takes up to three (3) business days for the 911 records with the local PSAPs to be updated. Unless an end-user provides an address location during the 911 call, the call taker will dispatch emergency response vehicles to the last registered address for the Primary Service Location.

Customer acknowledges and agrees that Shaw Business will not be liable for any service outage or inability to dial 911 using Advantage Voice Services, or any delays with 911 service due to the limitations set out above. Customer agrees to defend, indemnify and hold harmless Shaw Business, its officers, directors, employees and affiliates from any claims, losses, damages, fines, penalties or costs in connection with any issues arising from Customer or its end users use of the Business Voice Services, and in particular any issues related to not being able to access 911 services or any delays with emergency services being able to identify locations associated with 911 calls.

### CUSTOMER RESPONSIBILITIES – ADVANTAGE VOICE PORTAL

- The Customer is solely responsible for access to and use of the Advantage Voice Portal by all users of the Service and Advantage Voice Portal, including its employees, officers, directors, and agents (collectively, the "Portal Users"). The Customer agrees to comply with and to ensure that, the Portal Users comply with the following terms and conditions associated with the use of the Service and Advantage Voice Portal (the Customer and/or User are sometimes herein after referred to as "you").
- When providing contact information for the Advantage Voice Portal, you agree to provide accurate and current information and to promptly update such information as necessary to ensure that it is kept accurate and complete.
- You agree you are responsible for: a) maintaining the confidentiality of all passwords and/or other account(s) identifiers which you choose or are assigned, and b) all activities that occur under such passwords and/or account(s).
- Further, you agree to notify Shaw Business of any unauthorized use of your passwords and/or account(s). Shaw Business will not assume any responsibility for your acts or omissions.
- Customer may not grant access to the Advantage Voice Portal to any other third party (except a third party acting as agent of the Customer, such as an IT consultant) and will be responsible for its use of the Advantage Voice Portal.
- If you grant a third-party IT consultant who is acting as your agent access to the Advantage Voice Portal, you will ensure that you have in place an agreement with such IT consultant which contains confidentiality provisions regarding the use of all information they access on the Advantage Voice Portal and limits use such information to matters related to IT work related to your network.
- Advantage Voice Portal provides Customer with the ability to change the parameters of its security service and accordingly, Customer is responsible for any changes made and acknowledges that changing the parameters may result in suboptimal performance or Customer's network security being compromised.

Customer will also indemnify Shaw Business against all losses, liability, claims, damages, judgments, expenses and costs, arising from any third-party claims resulting from or related to the use of the Advantage Voice Portal.

### ADDITIONAL TERMS AND CONDITIONS FOR ADVANTAGE VOICE SERVICES

The following terms and conditions are applicable to the Advantage Voice Services.

- a) Customer agrees to use the Services solely for its normal day to day business and will not resell, in whole or in part, the Services.
- b) Customer shall at all times ensure that the Services are used by it in accordance with Shaw Business Voice Acceptable Use Policy as published or posted on Shaw Business website from time to time.
- c) Except for Advantage Voice Emergency Line Services, the Services herein will not be used for elevators, fire alarms, security systems or other lifeline services.
- d) If Customer wishes Shaw Business to port Customer's existing telephone number or numbers, a duly authorized signing officer of Customer will endorse his/her initials where indicated below.
- e) Customer will complete and sign the Directory Listing Form provided with this Service Agreement, and Customer acknowledges that it is Customer's responsibility to ensure the information provided on such form is accurate. Shaw Business assumes no responsibility for incorrect information being published in any directory listing if the information matches the information provided in the Directory Listing Form.

- f) Customer will complete all other applicable forms which may be required by Shaw Business, depending on Customer's service requirements, i.e. toll free numbers, etc.
- g) When the Service is provided over coax, the use of video over the Services may result in voice calls being dropped or degraded due to bandwidth requirements for video calls.
- h) Video Calling is supported on Polycom VVX50X/60X series and Cisco 8845/8865 Models with video cameras and Advantage Voice Desktop Client (additional hardware may be required at the cost of the Customer)
- i) Although Customer may use its own video camera equipment, Shaw Business does not guarantee the compatibility of the Customer video camera equipment with the Services under this Service Order Form
- j) When Customer's Service is connected to an internet provider other than Shaw Business and/or Customer provided infrastructure (separately or together the "**Customer Infrastructure**"), Customer acknowledges and agrees that Customer is solely responsible for Customer Infrastructure and any failure in the Customer Infrastructure may degrade or interrupt phone service and prohibit Shaw Business from providing any support for failure of the Service.
- k) If Customer is receiving the Services over its LAN or WAN, it is the Customer's responsibility to ensure that its LAN or WAN is compatible with the Services as set out in the Customer Technical Guide and approved by Shaw Business prior to installation of the Services. If modifications are required to Customer's LAN/WAN to make it compatible with the Services, the cost of those modifications will be the Customer's responsibility. Should Shaw Business determine the Services to be incompatible with the LAN or WAN, Shaw Business may terminate this contract upon fifteen (15) days written notice to Customer and without any further obligations by either Party.

### Media File Management

- a) If Customer chooses to use the Music on Hold feature available with the Services, Customer will be responsible for sourcing music from an authorized source and downloading it as a wave file (either .wav or .wma).
- b) Customer is solely responsible for ensuring that it has proper authorization to use any music it downloads for use with the Services.
- c) Greetings and Music can be uploaded, recorded and managed through the Advantage Voice Portal and/or phone menu.
- d) When uploading Audio files (most common media types: .Wav, .wma, etc are supported) to the Advantage Voice Portal(s) the following specification apply:

Feature:	Personalized Name	Voice Mail Greeting	* Auto Attendant	*Call Media	Queuing	Music On Hold
Max File Size	<16MB	<16MB	<16MB	<16MB**		<16MB
Max Audio Length	1 Min	10 Min	10 Min	10 Min**		10 Min

\*Features are an additional add on service

\*\*Applies to all call Queuing Media

- e) Customer agrees that Shaw is not liable for the payment of any fees relating to the reproduction, communication and public performance of the music for the Music on Hold feature available with the Services (the "Music").
- f) Customer agrees to release, hold harmless, and indemnify Shaw and each of its parent companies, subsidiaries, affiliates, partners, associates, related companies and agents, and/or contractors, employees, officers and directors and representatives from any cause of action, suit, demand, investigation, liability, cost, damage or expense arising from the reproduction, communication and public performance of the Music.

### CALL RECORDING SERVICE

- a) Call recording service provides the Customer with the ability to record telephone calls and manage the recorded content of the recorded calls ("Audio Files") through the Advantage Voice Portal(s) ("Call Recording Service").
- b) Customer Responsibilities
  - i) Customer is solely responsible for access to and use of the Advantage Voice Portal and Call Recording Service by all users, including its employees, officers, directors and agents (collectively, the "Users"). The Customer agrees to comply with and to ensure that the Users comply with the following terms and conditions associated with the use of the Call Recording Service and Advantage Voice Portal (the Customer and/or User are sometimes herein after referred to as "you").
  - ii) Customer may not grant access to the Advantage Voice Portal to any third party (except a third party acting as agent of the Customer).
  - iii) When providing contact information for the Advantage Voice Portal, you agree to provide accurate and current information and to promptly update such information as necessary to ensure that it is kept accurate and complete.
  - iv) You agree you are responsible for: i) maintaining the confidentiality of all passwords and/or other account(s) identifiers which you choose or are assigned, ii) any unauthorized downloads of the Audio Files; iii) establishing policy around access permissions for the Users, including but not limited to who may retrieve, playback and delete recordings; iv) complying with applicable privacy laws and; v) all activities that occur under such passwords and/or account(s).
  - v) Further, you agree to notify Shaw Business of any unauthorized use of your passwords and/or account(s). Shaw Business will not assume any responsibility for your acts or omissions.
  - vi) Customer will not use the Call Recording Service store any material that infringes the intellectual property rights or other rights of third parties.
  - vii) Customer will not use the Call Recording Service to store any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity when such activities are prohibited by Canadian laws.
  - viii) Customer owns the Audio Files. Shaw Business does not have any access to the Audio Files.
  - ix) Shaw Business has access to the related data and meta data collected from Shaw Business' network, excluding Audio files which it may access and use for the purposes of providing the Services.
  - x) Customer acknowledges, understands and agrees that the Audio Files will automatically be deleted 90 days after the recording was made
  - xi) Customer acknowledges that the Call Recording Service is provided without any representations or warranties, and there is not a Service Level Agreement associated with the Call Recording Service.





Shaw is not liable in connection with the Customer's use of the Call Recording Services. Customer will indemnify Shaw Business against all losses, liability, claims, damages, judgments, expenses and costs arising from any third party claims resulting from or related to the collection and storage of the Audio Files and its use of the Call Recording Service by Customer or its Users or end-users.

#### HARDWARE AND SOFTWARE

- a) Shaw Business will provide Customer with the phone sets and the software required for the Customer to use the Services.
- b) The phone sets are provided with a one (1) year manufacturer's warranty and Shaw Business will handle all warranty related issues.
- c) Shaw Business hereby provides Customer with a limited license to use the software provided with the Services and Customer acknowledges that its license to use the software is conditional upon Customer agreeing that it will not: (i) transfer, assign or sublicense the software to any other person, organization or entity, (ii) attempt to create any derivative version thereof, or (iii) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.
- d) **Customer acknowledges and agrees that phone sets provided by Shaw Business for Services at a Service Location must remain at that Service Location and Customer agrees that it will not remove the phone sets from the Service Location where they were provided.**

#### Additional Terms and Conditions for Advantage Voice Services powered by Cisco Webex

When the Advantage Voice Services powered by Cisco Webex are subscribed to by Customer, the following terms and conditions apply:

- a) Customer agrees to be bound to the following Cisco Webex terms and conditions and these terms and conditions are additional to the terms and conditions contained herein.
  - Cisco Universal Cloud Terms found at <https://business.shaw.ca/cisco-cloud-terms>
  - Cisco Privacy Data Sheets for Webex Meetings and Webex Teams:
    - i. Webex Teams: <https://business.shaw.ca/webex-teams-data-sheet>
    - ii. Webex Meetings: <https://business.shaw.ca/webex-meetings-data-sheet>
- b) Shaw Business will provide Services through hosting and/or reseller or subscription agreements between Shaw Business and Cisco. The applicable third party licensing and/or service agreement, with the terms of this Service Order Form, shall govern Customer's use of these Services. Customer has reviewed and accepted the terms of such third party agreements and authorizes Shaw Business, as part of its installation process, to click through any acceptance provisions on behalf of Customer.

Customer is solely responsible for the use of the Cisco Webex services by all users, including its employees, officers, directors, and agents (collectively, the "Webex Users"). Customer agrees to use the Cisco Webex services within the permitted scope.

#### Additional Terms and Conditions for Advantage Voice Emergency Line Service

- a) Customer is responsible for and will ensure that their alarms are tested with their ULC-listed Alarm Service Provider
- b) Customer is responsible for and will ensure that all alarm signaling codes will be received by Customer's alarm company's response center
- c) Customer is responsible for and will ensure that they will comply, maintain and have in place the proper battery back up in accordance with Certification Bulletin 2017-02A ([https://canada.ul.com/wp-content/uploads/sites/11/2017/01/Certification-Bulletin\\_2017-02AENG-ULC-S559-1.pdf](https://canada.ul.com/wp-content/uploads/sites/11/2017/01/Certification-Bulletin_2017-02AENG-ULC-S559-1.pdf)) as may be changed from time to time and agrees that they are responsible for implementing any changes made to Certification Bulletin 2017-02A. **Failure to comply with the foregoing may result in the Service not being available.**
- d) Customer is responsible for and will ensure that they will comply, maintain and have in place the proper alternate power source in compliance with ASME A17.1-2019/CSA B44:19 (Revision of ASME A17.1-2016/CSA B44-16) [Safety Code for Elevators and Escalators Includes Requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters With Automatic Transfer Devices \(csagroup.org\)](#) as may be changed from time to time and agrees that they are responsible for implementing any changes made to CSA B44-16/ASME 17.1-2016 or any succeeding documentation: **Failure to comply with the foregoing may result in the Service not being available.**
- e) Customer agrees to release, hold harmless, and indemnify Shaw Business and each of its parent companies, subsidiaries, affiliates, partners, associates, related companies and agents, and/or contractors, employees, officers and directors and representatives from any cause of action, suit, demand, investigation, liability, cost, damage or expenses arising from their failure to comply with Certification Bulletin 2017-02A or ASME A17.1-2019/CSA B44:19 (Revision of ASME A17.1-2016/CSA B44-16) or fulfill any of their obligations for the maintenance of the alarm systems or elevator lines.

#### CHANGES TO OFF-NET SERVICES

Some Off-Net Services provided by Shaw Business may have a third party component which is subject to regulatory changes from time to time. Shaw Business reserves the right to make changes to this Service Order Form as a result of tariff or other regulatory changes to the third party component of the Services as follows: (i) the monthly recurring charges; and/or (ii) the method by which the Services are delivered. Shaw Business will make commercially reasonable efforts to minimize any rate increases as a result of the third party changes. If a change is made to any third party service component which affects the Services, Shaw Business will provide the Customer with sixty (60) days written notice of the expected change and the impact it will have on the Services ("Change Notice"), including any change to the monthly recurring charges. Upon receipt of the Change Notice, Customer will have the option of either accepting the proposed changes or cancelling the affected Services without penalty. If Customer chooses to cancel the affected Services, Customer will provide Shaw Business with written notice to terminate the services and such notice must be sent within thirty (30) days of receipt of the Change Notice, after which Customer will be deemed to have accepted the change to the Services.

#### Unique Terms

#### NOTICES

Shaw Business address for Legal Notices:  
1100, 630 – 3 Avenue SW, Calgary AB T2P 4L4  
ATTENTION: VP, National Sales, Fax No.: 416-935-7505  
WITH A COPY TO: Legal Department, Fax No.: 416-935-7627

The Customer acknowledges and agrees that each service ("Service") provided hereunder shall be governed by the terms and conditions included within this Service Order Form and either: (a) the terms of service available at <https://business.shaw.ca/Terms-Of-Service/> (as



such terms may be updated from time to time) ("Terms of Service"), or (b) any master services agreement for Shaw Business Services between Customer and Shaw Business currently in effect, ("MSA"). The Terms of Service or MSA, as applicable, is hereby incorporated by reference into, and together with this Service Order Form forms the entire agreement between the parties hereto. In the event of any inconsistency between this Service Order Form and either the Terms of Service or MSA, as applicable, the terms and conditions set out in this Service Order Form shall prevail.

**Legal Customer Name:** : The Corporation of the City of Sault Ste Marie

Signature \_\_\_\_\_  
 Print Name Matthew Shoemaker  
 Title Mayor  
 Date \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: Rachel Tyczinski  
 Title: City Clerk  
 Date: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2025-45**

**PROPERTY:** A by-law to declare the City owned property legally described as PIN 31561-0158 (LT) PT LT 20 RCP H744 TARENTORUS PTS 4, 5, 6 & 7 1R12231; S/T B2789; T15757; SAULT STE. MARIE, being civic 0 Sackville Road and Part PIN 31561-0118 (LT) LT 22 RCP H744 TARENTORUS EXCEPT PT 1 1R2139 AND T113728; S/T B2783, T15768; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 4 PLAN 1R13895 AS IN AL258199; CITY OF SAULT STE. MARIE, being a portion of civic 128 Sackville Road, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 17<sup>th</sup> day of March, 2025.

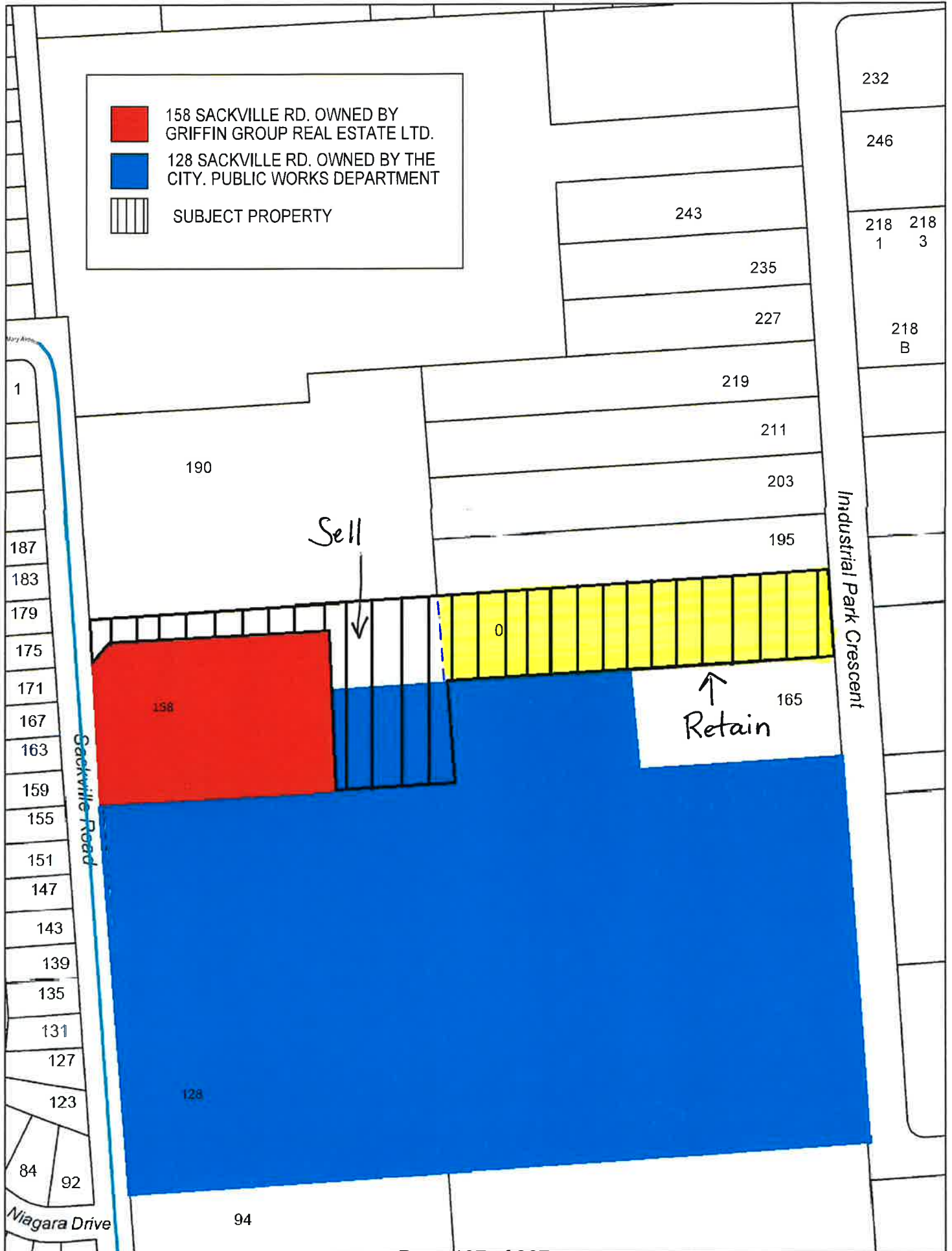
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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**





**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2025-46**

**PROPERTY**: A by-law to declare the City owned property legally described as PT PIN 31578-0007 SAULT STE. MARIE, being civics 184-188 James Street as described on Schedule “A” and Schedule “B” attached hereto, as surplus to the City’s needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” and Schedule “B” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule “A” and Schedule “B” hereto.

3. **SCHEDULE “A” AND “B”**

Schedule “A”, being the legal description of the Subject Property and Schedule “B”, being a map of the Subject Property are hereto and form 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 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

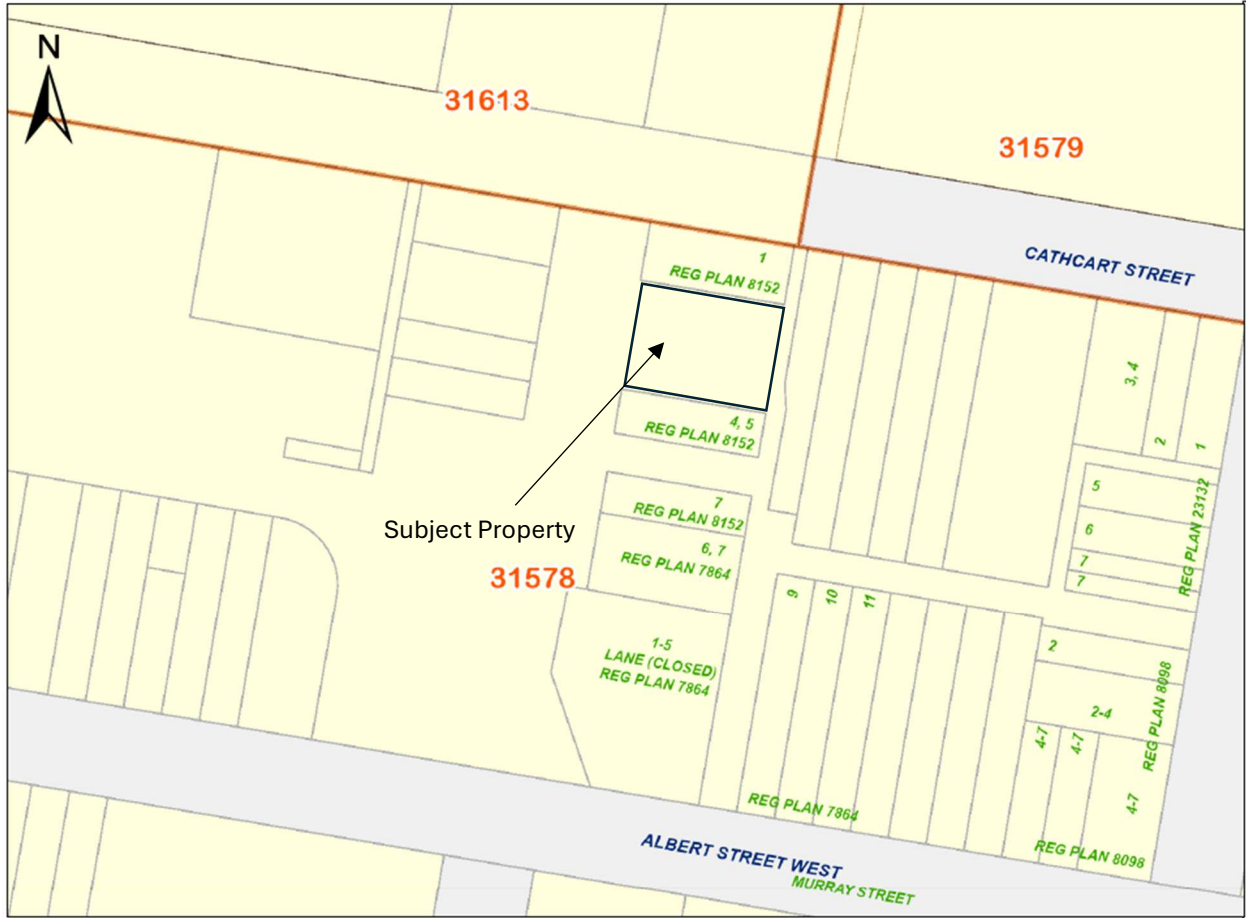
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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

PART PIN 31578-0007(LT) LANE PL 21500 ST. MARY'S ABUTTING LOTS 1-13 PL 21500 CLOSED BY T161134; ROME ST PL 21500 ST. MARY'S CLOSED BY T168066; LT 1-16, 22-26 PL 21500 ST. MARY'S EXCEPT PT 9, 11 & 12 1R2411; LT 2-3, 6 PL 8152 ST. MARY'S; LANE PL 8152 ST. MARY'S; LT 1, 8 PL 7864 ST. MARY'S EXCEPT PT 2 1R1648; LT 1 PL 8098 ST. MARY'S; LANE PL 23132 ST. MARY'S; LT 4 S/S CATHCART ST, 5 S/S CATHCART ST, 6 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 1-3 1R1695 & THE SLY 14 FT OF THE ELY 55 FT OF LT 5 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S; JAMES ST PL TOWN PLOT OF ST. MARY'S BTN MURRAY ST TOWN PLOT OF ST. MARY'S & CATHCART ST TOWN PLOT OF ST. MARY'S CLOSED BY T167808 EXCEPT PT 1 1R1648; PT LANE PL 21500 ST. MARY'S CLOSED BY T161134 PT 6 1R2411; PT LT 2 N/S MURRAY ST, 3 N/S MURRAY ST, 4 N/S MURRAY ST, 5 N/S MURRAY ST, 9 N/S MURRAY ST, 3 S/S CATHCART ST, 6 S/S CATHCART ST, 8 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T109820 EXCEPT THE EASEMENT THEREIN, AS IN T112669, T114231, RY40650 & AS IN T133273 (3RDLY) EXCEPT T257335, PT 1 & 2 1R1851 & PT 14 1R2411, PT 3-5 1R8760, PT 6-9 1R1943, AS IN T114847, T110314 & RY40582, AS IN T107185 & T125541, PT 2 1R1943; PT LT 4 PL 8152 ST. MARY'S AS IN T123679; PT LANE PL 7864 ST. MARY'S PT 3 & 12 1R1943; S/T T125541, T112898, T111905, T109620; T/W T107185; S/T & T/W T127793; S/T LIFE INTEREST IN T99265; S/T BENEFICIARIES INTEREST IN T114230; S/T T152221; S/T EASEMENT IN GROSS OVER PT 1 1R11456 AS IN AL27956; SAULT STE. MARIE

SCHEDULE "B"



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-47**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the installation of Oil-Grit Separators (OGS) in two locations in the Fort Creek neighbourhood. (Contract 2024-10E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated March 17, 2025 between the Trimount Construction Group Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the installation of Oil-Grit Separators (OGS) in two locations in the Fort Creek neighbourhood. (Contract 2024-10E).

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 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

tm

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
MILLENNIUM COURT OIL/GRIT SEPARATORS  
Contract No 2024-10E**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this 17th day of March in the year 2025, by and between **Trimount Construction Group Inc.** hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**MILLENNIUM COURT OIL/GRIT SEPARATORS  
Contract No 2024-10E**

which have been signed in triplicate by both parties and which were prepared by **TULLOCH** acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought

against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

**Owner:** The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

**The Contractor:** Trimount Construction Group Inc.  
510 Second Line East  
Sault Ste. Marie, Ontario  
P6B 4K1

**The Contract Administrator:** TULLOCH  
71 Black Road  
Sault Ste Marie, ON  
P6B 0A3

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR - MATTHEW SHOEMAKER

\_\_\_\_\_  
~~MUNICIPAL~~ CLERK - RACHEL TYCZINSKI  
CITY

**TRIMOUNT CONSTRUCTION GROUP INC.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME  
I have the authority to bind the corporation

## Schedule "A" to Form of Agreement

### PUC INDEMNITY

**IN CONSIDERATION** of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the "**Facilities**") owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively "**PUC**") to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned's direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned's work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, and in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.



**THE UNDERSIGNED** acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE BLOCK OF CONTRACTOR

CONTRACTOR

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2025-48**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and eScribe Software Ltd. (eScribe) for software for a term of three years commencing April 1, 2025, with an automatic extension for an additional three years) (*unless notice of termination is provided*), as required by Clerks Department.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 1, 2025 between the City and eScribe Software Ltd. (eScribe), a copy of which is attached as Schedule "A" hereto. This Agreement is for software for a term of three years commencing April 1, 2025, with an automatic extension for an additional three years) (*unless notice of termination is provided*), as required by Clerks Department.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 17<sup>th</sup> day of March, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

This Subscription Agreement (the "Agreement") is entered into 1<sup>st</sup> day of April 2025 by and between eScribe Software Ltd. ("eScribe") and The Corporation of the City of Sault Ste. Marie, Customer (each a "Party" and collectively, the "Parties"). This Agreement, together with any appendices referenced and attached, govern the Customer's subscription to the eScribe product.

## eScribe Terms and Conditions

### 1. Overview of eScribe

eScribe's service is a proprietary software application and platform for the purpose of meeting and agenda automation which it makes available as services via the internet. eScribe includes online storage space for storing, retrieving and sharing Customer Content (as defined below).

### 2. Definitions

The terms below have the following meaning:

- A. **"Customer Content"** shall mean the content, documents, audio and video uploaded or inputted to the Services or created, produced by the Customer during Use of the Services.
- B. **"Data Storage"** refers to the online electronic secure storage of all Customer Content during the Use of the Services.
- C. **"Documentation"** includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.
- D. **"Implementation Services"** refers to the configuration, training, and other services set out in Appendix C.
- E. **"Legacy Data"** refers to the ongoing Data Storage of Customer Content from previous Term(s) as set out in Appendix D.
- F. **"Personal Information"** means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Privacy as defined herein.
- G. **"Privacy Laws"** means applicable laws and regulations relating to privacy, data protection, or data security.

- H. **“Services” or “Software”** means the provision of the software service known as “eScribe”, together with any services provided, including the applications for access to the eScribe site, System Upgrades and interfaces made available to the Customer in connection with eScribe.
- I. **“Support Services”** shall mean the technical support for the Customer's use of eScribe as made available under eScribe's Support Services set out in Appendix B.
- J. **“Taxes”** refers to all present or future sales tax, consumption tax and similar taxes.
- K. **“Usage Data”** refers to the data generated automatically through access or use of eScribe, including but not limited to user log-in data, date and time stamps, device details such as browser type and operating system, IP address, feature usage, product settings and configuration, activity records, and associated log data and metadata. For the avoidance of doubt, Usage does not include Customer Content.
- L. **“Use”** shall mean the ability for the Customer to login with username and password and access the Services via the internet.
- M. **“You or Your”** refers to Customer, as defined in the preamble of this Agreement.

### 3. Operations

- 3.1 Software, Implementation Services. eScribe shall provide the Software, Implementation Services, and the Documentation to the Customer subject to the terms of this Agreement. The Implementation Services will be provided in a professional, timely, and competent manner. eScribe shall take appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer.
- 3.2 Availability of Service. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for

weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

- 3.3 Support Services. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.
- 3.4 Access. eScribe will provide access to users designated by the Customer. eScribe may deny access to the Service if it has reason to believe that a login or password has been lost, stolen or compromised or is used contrary to the terms of this Agreement or threatens the security of Customer Data, the eScribe Service, or other users. You are solely responsible for all acts or omissions of any person using eScribe through assigned logins or passwords, or integrated access methods like Azure Active Directory. Use of eScribe via Customer logins and passwords, or integrated access methods is deemed to have been authorized by the Customer. If any of the Customers logins, passwords or access methods are lost, stolen or compromised, the Customer will promptly notify eScribe. Upon receipt of such notice, the affected logins and passwords will be cancelled or suspended as soon as is reasonably practicable, but the Customer remains responsible for any actions prior to our receipt of that notice. Customer may not make available the Service for Use by any third parties.
- 3.5 Usage Data. eScribe may collect and process Usage Data to (a) provide Services and associated support to Customer; (b) manage and secure its technical infrastructure; (c) develop and improve its products and services; (d) communicate with Customer about your use of the Services and provide recommendations regarding additional offerings; (e) enforce the

terms of this Agreement or other contractual terms; (f) prevent abuse and fraud; (g) perform statistical analyses; and (h) for its internal business purposes. eScribe may share Usage Data with its affiliates and third-party service providers for these purposes, or as otherwise required or permitted by applicable law. Notwithstanding anything to the contrary contained herein, eScribe represents and warrants and shall ensure that its tracking software is utilized internally, and no data is shared with external parties.

- 3.6 Customer Content Retrieval. During the Term of this Agreement, the Customer may retrieve Customer Content from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Content that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4).
- 3.7 Privacy. eScribe will comply with its obligations under all applicable laws and regulations related to the operation of the Services, including all applicable Privacy Laws.

#### **4. License and Related Terms.**

- 4.1 License Grant. During the Term and subject to You and Your Users' ongoing full compliance with the terms and conditions set forth in this Agreement, eScribe (a) grants Customer, solely for your internal and legitimate purposes, a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the modules of the Service as set forth in your subscription.
- 4.2 Commitments and Restrictions. Customer and Your Users shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services, the Software or the eScribe Sites available to any third party; (b) modify, copy or create derivative works based on eScribe or the Software; (c) frame or mirror any content forming part of or all of the Services or the eScribe Sites, other than on your own intranets or otherwise for your own internal business purposes as permitted by this Agreement; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the Services, the Software or eScribe Sites, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; (f) use the Services, the Software or the eScribe Sites to provide outsourcing or training services to non-Users; (g) otherwise market the Services, the Software or the eScribe Sites to third parties without

eScribe's written permission; (h) access or use the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services or the Software; (i) use the Service for any illegal or unauthorized purposes or beyond the scope of the this Agreement; or (j) breach or attempt to breach the security of any platforms or applications in the Services or the Software.

- 4.3 Rights to Intellectual Property. eScribe grants no other right or license to any of its or its affiliates' intellectual property to You by implication, estoppel or otherwise. You acknowledge and agree that eScribe or its affiliates (as applicable) owns all right, title, and interest in, to, and under such intellectual property and that you shall not acquire any proprietary rights therein. Any use by You or Your Users of any of such intellectual property and all goodwill and other rights associated therewith shall inure to the benefit of eScribe or its affiliates (as applicable).
- 4.4 Customer Responsibilities. You are responsible for Your Users' use of the Services. You will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content; (b) ensure that each User has all necessary permissions, consents, approvals, and licenses for and to the Customer Content; and (c) comply with all applicable local, state, federal and foreign laws, or regulations in connection with each User's use of the Services. You shall not transfer or assign Your eScribe account privileges to a third-party without eScribe's prior written consent. Users are authorized to use the Services only for Your legitimate activities. As between You and eScribe, You shall be solely responsible for, and eScribe shall have no responsibility for, monitoring and policing the adherence of Users to all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Customer Content. You acknowledge and agree that eScribe is not responsible or liable in any way for any Customer Content and has no duty to pre-screen such content. However, eScribe reserves the right to remove Customer Content from the Site at any time, without prior notice, if eScribe in its sole discretion concludes that the Customer Content may violate applicable law.
- 4.5 Feedback and Improvements. The Customer acknowledges and agrees that eScribe shall own all rights, title, and interest, in and to any improvements to the Services, or any new programs, upgrades, modifications or enhancements to the foregoing, whether developed by eScribe or Customer in connection with rendering the Services to You. In the event that the Customer provides any feedback, ideas, suggestions proposals, refinements or other improvements (collectively, "Feedback"), the Customer hereby irrevocably transfer and assign to eScribe all rights, title,

and interest which Customer may have in such Feedback. eScribe shall have the right, but not the obligation, to use any such Feedback to improve any or all parts of its Services or Software and in the event that eScribe does incorporate such Feedback, it shall solely retain all right, title and interest in such Feedback. In the event that such Feedback does not automatically transfer to and vest in eScribe, You hereby grant an exclusive, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to eScribe and its affiliates to use the Feedback for any purpose without notice or restriction.

- 4.6 Ownership of Customer Content; Disclaimer. As between You and eScribe, You exclusively own all rights, title and interest in and to all Customer Content provided by You to eScribe Sites or under the Services. You acknowledge and agree that eScribe's custodial function is limited to the technical operation and maintenance of the Services and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Customer Content, or any functioning which utilizes the Service.

## **5 Confidentiality**

- 5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), including any intellectual property or proprietary rights, that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of eScribe shall include the terms and conditions of this Agreement (including pricing and other terms reflected hereunder), provision of the Services, screenshots of eScribe, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. The Customer's Confidential Information shall include the Customer Content. Notwithstanding the foregoing, eScribe may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its



disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

- 5.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 5. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, and in no event shall it use less than a reasonable degree of care.
- 5.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.
- 5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.
- 5.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

## **6 Pricing and Payment**

- 6.1 Subscription Fees. The first year's Subscription Fees and the Implementation Fees, as described in Appendix C, will be invoiced as of the date of this Agreement and will be due according to the terms of the invoice. The Subscription Fees are due annually thereafter and will increase from the previous year's Subscription Fees by six percent (6%). eScribe may implement revised Subscription Fees for the Renewal Term, as defined in Section 7.1, by giving written notice of such price changes to You at least ninety (90) days prior to the expiration of the current Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with Section 7. All references to currency are in Canadian Dollars.
- 6.2 Implementation Fees. The Implementation Fees listed in Appendix C are assessed for remote participation by eScribe personnel during the onboarding process. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.
- 6.3 Legacy Data. If Legacy Data fees apply, it will be added to the annual Subscription Fees as set out in Appendix D.
- 6.4 Overdue Payments. All payments are due thirty (30) days from the date of invoice. Any invoiced amounts (excluding those subject to good faith dispute), not received by eScribe by the due date may accrue, at eScribe's discretion, late charges at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for reasonable attorneys' fees and other reasonable costs of collection in the event of nonpayment by the Due Date.
- 6.5 Taxes. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement

by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.

- 6.6 Nonpayment and Suspension of Services. If any portion of the Customer invoice is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, eScribe reserves the right to suspend access to the Service, but only if such past due account is not paid within five (5) business days after written notice of eScribe's intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to the Customer and may continue until such amounts are paid in full.

## **7. Term**

- 7.1 Term of Agreement and Subscription. The term of this Agreement commences on April 1, 2025 for a period of three (3) years (the "Term") and will automatically renew for an additional term of equal length ("Renewal Term") unless notice of cancellation is received 60 days prior to the expiry of the Term.
- 7.2 Early Termination. This Agreement may be terminated by either Party prior to the end of the Subscription Term as follows: (a) If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party, (b) in the event that a Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement at any time thereafter that the breach is continuing by providing written notice to the breaching Party, (c) by either Party for Force Majeure as defined in Section 14.7.
- 7.3 Termination Penalties. If this Agreement is terminated by the Customer, or the Customer downgrades their subscription during the first year of the Term, for any reason other than a material breach of this Agreement on the part of eScribe, the Customer will be liable for the First Year Subscription

Fees as invoiced, and a termination or downgrade penalty amounting to 35% of the remaining Subscription Fees due for Years Two and Three of the Agreement. If the Customer terminates or downgrades their subscription during the Second Year of the Term, for any reason other than the material breach of the Agreement by eScribe, the Customer will be responsible for Second Year Subscription Fees in full as invoiced, and a termination penalty amounting to 25% of the remaining Year Three Subscription Fees. If the Customer terminates or downgrades their subscription during the Third Year of the Term, for any reason other than the material breach of the Agreement on the part of eScribe, the Customer will be responsible for the Third Year Subscription Fees in full as invoiced without any additional penalty. If the Customer terminates or downgrades their subscription during a Renewal Term for any reason other than material breach, the Customer will remain responsible for 15% for any remaining Subscription Fees due for the Renewal Term.

- 7.4 Post Termination Obligations. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief. Agreement termination, other than by the Customer in accordance with Section 7.2, shall not relieve You of Your obligation to pay the entire Subscription Fee for the applicable Term and all other applicable fees, if any due for the use of the Services. Following any termination pursuant to Section 7.2, eScribe shall refund to the Customer the prepaid but unused portion of the Subscription Fee for the then - current Subscription Term (prorated based on the number of whole months left in the then- current Term).
- 7.5 Effect of Termination. Following the termination or expiration of this Agreement, including your Subscription, (a) eScribe will convert Your Account to an inactive status, (b) Customer must immediately cease (and eScribe can block) Your accessing and using the Services and (c) Customer will retrieve all Customer Content no later than thirty (30) days after termination. After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Content in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.
- 7.6 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 4.3 (Rights to Intellectual Property), 4.5 (Feedback and Improvements), 5 (Confidentiality), 6 (Pricing and Payment) (until all amounts due hereunder are paid in full), 7.4 (Post Termination Obligations), 7.5 (Effect of

Termination), 7.6 (Surviving Provisions), 8.5 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and 14.3 (Survival).

**8. Warranties and Disclaimers.** The following representation and warranties are applicable at the execution of this Agreement and during the Term:

- 8.1 Mutual Warranty. Each Party represents and warrants to the other that it has the legal capacity and right to execute this Agreement; that the signatory has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.
  
- 8.2 eScribe Warranty of Rights and Performance. eScribe warrants that: (a) it owns or otherwise has sufficient rights in the Software to license Customer to use the Service as stated in this Agreement, and (b) the Service will materially conform to and perform substantially in accordance with the Documentation.
  
- 8.3 Remedies for Breach of eScribe Warranty. In the event eScribe breaches Section 8.3 and is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of Your written notification of such non-conformance, Customer shall have the right, as Your sole remedy for such breach, to terminate the Agreement and receive from eScribe the prepaid but unused portion of the Subscription Fee for the then-current Subscription Term (prorated based on the number of whole months left in the then-current Subscription Term).
  
- 8.4 Disclaimer. eScribe EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2 G, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

## 9. **Limitation of Liability**

In no event shall either Party be liable to the other Party or its personnel for any indirect, incidental, punitive, special, or consequential damages related to use of eScribe, or for any damages for loss of profits, business interruption, harm to any computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if the other Party has been advised of the possibility of such damages.

Except as provided herein, eScribe's total cumulative liability for damages, expenses, costs, liability or losses to You or any User arising out of or in connection with use of eScribe or any other matter under this Agreement is capped at 145,000.00 CAD.

## **Indemnity**

- 10.1 **By eScribe.** eScribe will defend and indemnify the Customer and its users against any claim, suit, action or proceeding against it alleging (a) harm originating in willful misconduct of eScribe or (b) that the Software or use of the Services in the manner and for the purposes authorized in this Agreement infringes any third-party patent or copyright. Notwithstanding any limitation of Section 9, and only to the extent of eScribe's applicable insurance coverage, eScribe will defend and indemnify You and Your Users against any claim, suit, action or proceeding against You or Your Users alleging harm originating in , breach of this Agreement by eScribe.

In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

Customer shall indemnify eScribe from and against any third-party claims brought against eScribe that are based upon the Customer uploading Customer Content onto eScribe that is alleged to infringe that third party's copyright, patent or trade secret.

10.2 Procedure. If Customer is seeking indemnification, it must promptly notify eScribe in writing of the indemnifiable claim and provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of the indemnified claim. An indemnifying Party will select counsel for defense of the indemnified claim and direct and control the defense. Provided the indemnifying Party is diligently conducting such defense, the indemnifying Party shall not be liable for any attorney's fees of the indemnified Party. The indemnifying Party must obtain the indemnified Party's written consent to any settlement (said consent not to be unreasonably withheld, conditioned, or delayed), except that no such consent shall be required if the settlement or compromise requires no payment of damages by the indemnified Party and does not admit any liability or determination against the indemnified Party or materially restrict the indemnified Party.

## **10. Insurance**

eScribe will at all times during the Term maintain sufficient insurance at least with the coverages and amounts as set out in the Certificate of Insurance attached as Schedule 1 to the Agreement and add the Customer as an "Additional Insured". eScribe shall provide the Customer with a Certificate of Insurance confirming same at the commencement of the Term and upon request.

At all times during the term of this Agreement, eScribe will maintain insurance coverage at least in line with the coverage and amounts specified in its current Certificate of Insurance.

## **11. Advertising**

Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

## **12. Trademarks**

Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

### **13. General Provisions**

- 14.1 Relationship of Parties. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- 14.2 No Third-Party Beneficiaries. This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.
- 14.3 Entire Agreement. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- 14.4 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- 14.5 Partial Invalidity. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.
- 14.6 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- 14.7 Assignment; Enurement. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be



unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

- 14.8 Injunctive Relief. The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- 14.9 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.
- 14.10 Calendar Days. All references to a day or days in this Agreement mean a calendar day or calendar days.
- 14.11 Time of the Essence. Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 14.12 Survival. All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- 14.13 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 14.14 Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.  
5300 Commerce Court West, 199 Bay Street  
Toronto, ON M5L1B9

Attn: Legal

**Customer Contact Info for Notices:**

The Corporation of the City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, Ontario P6A 5X6

Attention: City Clerk

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.

The Corporation of the City of Sault Ste.  
Marie

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tara Astbury, Sr. Director  
Customer Experience  
\_\_\_\_\_  
Authorizing Officer, Title

Matthew Shoemaker, Mayor  
\_\_\_\_\_  
Authorizing Officer, Title

I have the authority to bind the organization.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Rachel Tyczinski, City Clerk  
\_\_\_\_\_  
Authorizing Officer, Title

## **Appendix A – Annual Subscription Fees**

**\$25,046.16**

## **Appendix B – Support Services**

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

### **Definitions:**

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“**Business Hours**” means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“**Extended Hours**” means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“**Support Contacts**” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“**Updates**” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

### **Support Services:**

eScribe will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eScribe's support desk.
- c. Direct access for Customer Support Contacts to eScribe's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.

- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

**Exclusions:**

- a. Customer's third-party hardware and software not part of this Agreement.

**Problem Reporting Process:**

**Step 1: Contact eScribe using one of the following methods:**

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: <https://customerportal.eScribemeetings.com>

**Step 2: Provide the following information:**

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

**Step 3: Provide a description of the problem.**

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
<b>1- Complete Services or business critical functions unavailable or impaired</b>	Within 2 hours	Every 4 hours
<b>2- Specific Services functions unavailable or impaired</b>	Within 4 hours	Every 8 hours
<b>3- Services operational, isolated or individual user issues</b>	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

### **General Support Terms:**

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

## **Appendix C – Implementation Services**

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

N/A

## Appendix D – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third-Party Data Migration, (Appendix E) eScribe will measure the total Customer Content Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

<b>GB</b>	<b>Price / GB / Year</b>
<b>0-50</b>	\$ 10.00
<b>51-100</b>	\$ 9.50
<b>101-150</b>	\$ 9.00
<b>151-200</b>	\$ 8.50
<b>201-300</b>	\$ 8.00
<b>301+</b>	\$ 7.50



## **Appendix E – Third Party Data Migration – Project Scope**

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third-Party Data Migration Services listed below.

### **In Scope**

- N/A

### **Out of Scope**

- N/A

### **Assumptions**

- N/A

### **Optional Sections**

N/A

### **Additional Notes**

- N/A

### **Migration Timelines**

Data migrations are done as a phase 2 of your onboarding project. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

**Additional Fees**

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix D.



**The Corporation of the City of Sault Ste. Marie  
Procedure By-law 2025-100**

## Table of Contents

1. Rules of Procedure Adopted.....	8
<b>GENERAL PROVISIONS .....</b>	<b>8</b>
2. General.....	8
2.1 Standing Rules Suspended.....	8
2.2 Rules of Parliament .....	8
2.3 Addresses of Members of Council.....	9
2.4 Execution of Documents.....	9
2.5 Electronic Devices.....	9
2.6 Attendance in Council Chamber.....	9
2.7 Signs in Council Chamber.....	9
2.8 Obstructions in Council Chamber.....	9
No one shall obstruct ramps, entry or exit areas to the Council Chamber. ....	9
2.9 Anonymous Communications.....	9
2.10 Administrative Corrections.....	9
2.11 Severability.....	9
<b>DUTIES OF THE MAYOR.....</b>	<b>9</b>
3. Head of Council.....	9
3.1 Mayor Presides .....	9
3.2 Right to Vote.....	10
3.3 State Facts and Position Without Leaving Chair .....	10
3.4 Information to Council Without Leaving Chair .....	10
3.5 Acting Mayor .....	10
3.6 Amendment to List of Acting Mayors.....	10
<b>MEETINGS OF COUNCIL .....</b>	<b>10</b>
4. Inaugural Meeting.....	10
4.1 Date.....	10
4.2 Seating of Members .....	11
5. Regular Meetings .....	11
5.1 Date and Time.....	11
5.2 Length of Meeting.....	11
5.3 Cancellation.....	11
5.4 Changing Date or Time .....	11
5.5 Notice .....	12
5.6 Place of Meeting.....	12
5.7 Electronic Participation.....	12
5.8 Commencement Proceedings .....	12
5.9 Quorum (City Council).....	12
5.10 Quorum Lacking – Adjourn.....	12
5.11 Meetings Open to Public .....	12
5.12 Electronic Recording .....	13
5.13 Declarations of Conflict of Interest.....	13

6.	<i>Closed Session</i> .....	13
6.1	Municipal Act Provisions.....	13
6.2	Educational or Training Sessions .....	14
6.3	Resolution Authorizing Closed Session.....	14
6.4	Recording Closed Sessions .....	14
6.5	Voting.....	14
6.6	Closed Meeting Investigation .....	14
7.	<i>Special Meetings</i> .....	14
7.1	Calling .....	14
7.2	Notice to Members of Council .....	15
7.3	Notice to the Public .....	15
7.4	Full Explanation in Notice .....	15
7.5	Emergency Meetings.....	15
<b>RULES OF CONDUCT AND DEBATE.....</b>		<b>15</b>
8.	<i>Rules of Procedure</i> .....	15
8.1	Head of Council Presides .....	15
8.2	Address the Chair.....	15
8.3	Two Members Recognized.....	15
8.4	Disrespectful or Irrelevant Speech .....	16
8.5	Questions That Shall Not be Put .....	16
8.6	Points of Order .....	16
8.7	Rulings on Points of Order .....	16
8.8	Privilege, Point of Order – Members Called to Order – Appeal .....	16
8.9	Violation of Rules of Procedure .....	16
8.10	Member Called to Order.....	16
8.11	Appeal to Council – Privilege, Point of Order .....	16
8.12	On Appeal – Head of Council to Provide Reasons.....	17
8.13	Motions Out of Order .....	17
8.14	Conduct of Members .....	17
8.15	Member Who Persists In Breach.....	17
8.16	Question Read .....	17
8.17	Speak Once – Reply .....	17
8.18	Length of Speech .....	17
8.19	Close Debate.....	17
8.20	Member Leaving Chamber.....	18
8.21	Questions .....	18
8.22	Language .....	18
8.23	Expulsion from Meeting.....	18
8.24	Confidentiality.....	18
<b>RESOLUTIONS AND MOTIONS.....</b>		<b>18</b>
9.	<i>Rules of Procedure</i> .....	18
9.1	Form.....	18
9.2	Withdrawal.....	18

9.3	Reading .....	19
9.4	No Debate Until Read .....	19
9.5	No Debate After Question Put .....	19
9.6	Notice of Motion .....	19
9.7	Finality of Vote.....	19
9.8	Relevancy of Debate .....	19
9.9	Order of Precedence .....	19
9.10	Presiding Officer to Determine if Motions are in Order .....	20
10.	<i>Motion to Amend</i> .....	20
10.1	Order of Precedence .....	20
10.2	Debatable .....	20
10.3	One Amendment Permitted at One Time .....	20
10.4	Notice of Amendment.....	20
10.5	Amendment to Amendment.....	20
10.6	Similar in Import .....	20
11.	<i>Motion to Refer</i> .....	20
11.1	Order of Precedence .....	20
11.2	Debate.....	21
11.3	Direction to Body Being Referred .....	21
12.	<i>Motion to Postpone</i> .....	21
12.1	Must Include Reason.....	21
12.2	Debate.....	21
13.	<i>Motion to Postpone Indefinitely</i> .....	21
13.1	Defined.....	21
13.2	Order of Precedence .....	21
13.3	Debate.....	21
14.	<i>Motion to Postpone to a Certain Time</i> .....	21
14.1	Defined.....	21
14.2	Order of Precedence .....	21
14.3	Debate.....	21
15.	<i>Motion to Postpone Temporarily</i> .....	22
15.1	Defined.....	22
15.2	Order of Precedence .....	22
16.	<i>Postponement or Referral – When Introduced</i> .....	22
17.	<i>Motion to Limit or Extend Debate</i> .....	22
17.1	Defined.....	22
17.2	Order of Precedence .....	22
17.3	Debate.....	22
17.4	Vote Required .....	22
18.	<i>Motion to Close Debate</i> .....	22
18.1	Defined.....	22
18.2	Order of Precedence .....	22
18.3	Debate.....	22

18.4	Vote Required .....	23
19.	<i>Motion to Raise a Question of Privilege</i> .....	23
19.1	Defined.....	23
19.2	Order of Precedence .....	23
19.3	Debate.....	23
19.4	Vote Required .....	23
20.	<i>Motion to Recess</i> .....	23
20.1	Defined.....	23
20.2	Order of Precedence .....	23
20.3	Debate.....	23
21.	<i>Motion to Adjourn</i> .....	23
21.1	Defined.....	23
21.2	Order of Precedence .....	23
21.3	Debate.....	23
21.4	When in Order .....	24
22.	<i>Motion to Reconsider</i> .....	24
22.1	Defined.....	24
22.2	Debate.....	24
22.3	Who May Move – Subsequent Meeting.....	24
22.4	Notice of Motion Required .....	24
22.5	No Reconsideration of Amendment After Main Motion Disposed of.....	24
22.6	Order of Business.....	24
22.7	By-laws.....	24
<b>VOTING</b>	.....	<b>24</b>
23.	<i>Recorded Votes</i> .....	24
23.1	Requested .....	24
23.2	Mandatory .....	25
23.3	Electronic Voting .....	25
23.4	Disagreement as to Result .....	25
23.5	All Members to Vote .....	25
23.6	Refusal to Vote.....	25
23.7	Severability of Question .....	25
<b>ORDER OF PROCEDURE</b>	.....	<b>25</b>
24.	<i>Agenda</i> .....	25
24.1	Agenda Review Task Force .....	25
24.2	Correspondence Agenda.....	26
24.3	Agenda.....	26
24.4	Deviation from Order of Business.....	26
24.5	Consent Agenda.....	27
24.6	Delivery of Agenda to Council .....	27
24.7	Release of Agenda to Public .....	27
24.8	Motions and By-laws on Agenda .....	27

24.9	Movers/Seconders .....	27
24.10	Addendum .....	28
25.	<i>Petitions</i> .....	28
26.	<i>Proclamations</i> .....	28
26.1	Requests .....	28
26.2	Approved Proclamations .....	29
27.	<i>Presentations</i> .....	29
27.1	Request in Writing .....	29
27.2	Review of Request .....	29
27.3	Appeal .....	29
27.4	Length of Presentation .....	29
28.	<i>Delegations</i> .....	29
28.1	Request in Writing .....	29
28.2	Limitations .....	30
28.3	Where Public Meeting / Hearing.....	30
28.4	Agenda Review Task Force May Decline.....	30
28.5	Appeal .....	30
28.6	Length of Delegation .....	30
28.7	Where More Than One Delegation on Same Matter .....	30
28.8	Dispute as to Whether Delegation is Supporting or Opposed .....	31
28.9	Re-Address .....	31
28.10	Opportunity to be Heard Where Notice Not Given .....	31
28.11	Statutory Public Meetings .....	31
28.12	Rules on Website.....	31
29.	<i>By-laws</i> .....	31
29.1	Amending By-laws.....	31
29.2	Three Readings.....	31
29.3	Regulatory By-laws .....	31
<b>COMMITTEE OF THE WHOLE .....</b>		<b>31</b>
30.	<i>Rules of Procedure</i> .....	31
30.1	Rules of Order .....	31
30.2	Questions of Order .....	32
30.3	Adjournment of Committee Proceedings.....	32
30.4	Chair Votes.....	32
30.5	Debate from Chair .....	33
30.6	Report of Committee of the Whole .....	33
<b>COMMITTEES .....</b>		<b>33</b>
31.	<i>Rules Applying to all Committees</i> .....	33
31.1	Definition .....	33
31.2	Mayor Ex Officio .....	33
31.3	Quorum (Boards and Committees).....	33
31.4	Notice .....	33



31.5	Secretary .....	33
31.6	Application of Legislation.....	33
31.7	Absence of Board or Committee Members.....	34
31.8	Refusal to Call Meetings, etc.....	34
31.9	Chair Votes.....	34
31.10	Committee Appointments.....	34
31.11	Police Record Checks.....	35
32.	<i>Special Committees</i> .....	35
32.1	Appointment .....	35
32.2	Jurisdiction .....	36
32.3	Chair.....	36
32.4	Membership.....	36
32.5	Meetings.....	36
32.6	Report in Writing.....	36
32.7	Confined to Matters Referred .....	36
32.8	Refusal to Give Due Attention .....	36
32.9	Dissolution.....	36
32.10	Attendance by Members of Council .....	36
32.11	Repeal .....	36
32.12	Effect.....	36

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2025-100**

**COUNCIL PROCEDURE:** A by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 238 of the *Municipal Act, 2001*, and amendments thereto, ENACTS as follows:

**1. Rules of Procedure Adopted**

- 1.1 In all proceedings had or taken by Council the following rules and regulations shall be observed, and shall be the rules and regulations for the order and dispatch of business of the said Council.
- 1.2 This by-law shall apply to and govern the calling and proceedings of meetings of local boards and committees as defined in the *Municipal Act, 2001*, that is:
  - “committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of Council or a local board;
  - “local board” does not include the police services board, public library board or conservation authority;
  - “meeting” means any regular, special or other meeting of Council, of a local board or of a committee where;
    - (a) a quorum of members is present, and
    - (b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.
- 1.3 The Procedure By-law shall be reviewed during the term of each Council by establishing a Procedure By-law Review task force initiated by the City Clerk.

**GENERAL PROVISIONS**

**2. General**

- 2.1 *Standing Rules Suspended*

Any standing rule, order of Council, or provision of this by-law may be suspended by resolution of Council provided that two-thirds of the members of the Council present vote in favour thereof.
- 2.2 *Rules of Parliament*

All proceedings of the Council or Committees not specifically provided for herein shall be dealt with in accordance with James Lochrie’s *Meeting Procedures: Parliamentary Law and Rules of Order for the 21<sup>st</sup> Century* and in such cases the decision of the head of Council or Chair as the case may be shall be final and accepted without debate or appeal.

2.3 *Addresses of Members of Council*

Notices of meetings, Agendas and other information shall be sent to the member's City email address and any such notice, Agenda or other information is duly sent or given if sent to that email address.

2.4 *Execution of Documents*

Whenever, to give effect to any motion or by-law of the Corporation or to perform any of the statutory duties of the Corporation, the execution of any document is required, the head of Council and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to such documents.

2.5 *Electronic Devices*

Each member shall place any electronic device on an inaudible setting during any open or closed session.

2.6 *Attendance in Council Chamber*

No person except members of Council and appointed officials of the City shall be permitted to come within or behind the horseshoe during a meeting of Council without the permission of the head of Council, or, if an objection is raised by any member of Council to such permission being granted, then by a majority of Council.

2.7 *Signs in Council Chamber*

No signs are permitted in the Council Chamber, whether placards or affixed to walls, handrails, etc.

2.8 *Obstructions in Council Chamber*

No one shall obstruct ramps, entry or exit areas to the Council Chamber.

2.9 *Anonymous Communications*

Anonymous communications will not be circulated to members of Council or retained as an official record.

2.10 *Administrative Corrections*

The City Clerk has the authority to make administrative corrections to official records of Council.

2.11 *Severability*

Each and every provision of this by-law is deemed severable and if a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal, invalid or unenforceable, that portion of this by-law shall be severed and shall be inoperative from the balance of the by-law. The remainder of this by-law shall remain operative and continue to operate in full force and effect.

## **DUTIES OF THE MAYOR**

### **3. Head of Council**

3.1 *Mayor Presides*

The Mayor, being the head of Council, shall preside at all meetings of Council and shall be addressed as Mayor or Acting Mayor as the case may be.

3.2 *Right to Vote*

The head of Council (except where the head of Council is disqualified to vote by reason of conflict of interest or otherwise) may vote with the other members on all questions. Any question on which there is an equality of votes shall be deemed to be defeated.

3.3 *State Facts and Position Without Leaving Chair*

The head of Council may state relevant facts and their position on any matter before Council and may debate the question before Council without leaving the Chair.

3.4 *Information to Council Without Leaving Chair*

The head of Council may, without leaving the Chair, address Council between proceedings on any matter which the head of Council deems pertinent to the business of the municipality.

3.5 *Acting Mayor*

At the first business meeting of Council in its term, a by-law shall be placed on the Agenda designating members of Council as Acting Mayor on a monthly rotational basis. Members of Council assume the duties of Acting Mayor on a rotational basis in the event that the Mayor:

- a) does not attend at a meeting within fifteen minutes after the time appointed for the meeting;
- b) has informed the City Clerk that they will be late to the meeting;
- c) is unable to chair the meeting or a portion thereof due to the provisions of the *Municipal Conflict of Interest Act*;
- d) cannot attend to the business duties of the position of Mayor due to illness or absence;
- e) refuses to act; or
- f) if the Mayor's office is vacant.

These provisions only extend to the Acting Mayor presiding at Council Meetings.

The rotation list shall be determined by lot drawn by the City Clerk.

3.6 *Amendment to List of Acting Mayors*

A motion to amend the rotation list of Acting Mayors may be made without notice upon the written consent of the Councillor directly concerned.

## **MEETINGS OF COUNCIL**

### **4. Inaugural Meeting**

4.1 *Date*

The inaugural meeting of the newly elected Council following a regular election shall be held on (or as near as practicable after) the 15<sup>th</sup> day of November.

The City Clerk shall be responsible for the content of the Agenda of the inaugural meeting. The contents of the Agenda shall be as follows:

- a) Opening of the Meeting (opening ceremonies)
- b) Mayor's Declaration of Office and Oath of Allegiance
- c) Councillors' Declarations of Office and Oaths of Allegiance
- d) Mayor's Inaugural Address
- e) Councillors' Inaugural Addresses
- f) Adjournment

#### 4.2 *Seating of Members*

Prior to the inaugural or first business meeting of Council in each election year the order of seating of Council members shall be determined in the following manner. So long as members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. The order of seating shall remain in effect for the whole term.

### 5. Regular Meetings

#### 5.1 *Date and Time*

Regular meetings of Council shall be held at 5 p.m. on Mondays at approximately three week intervals. Where a Council meeting would fall on a holiday Monday, the meeting shall take place on the Tuesday following the holiday Monday.

#### 5.2 *Length of Meeting*

No meeting of Council shall exceed five hours in length, including breaks, but excluding any portion of the meeting closed to the public. At the five hour mark, the City Clerk shall call for a resolution to suspend the provisions of this by-law. Unless that resolution passes by a two-thirds vote of the members of Council present, Council shall adjourn the meeting.

#### 5.3 *Cancellation*

Despite the provisions of section 4.1, the head of Council may, after consulting with other members of the Agenda Review Task Force, cancel a regular meeting of Council if, in their opinion, the items proposed for the Agenda are not of sufficient importance or urgency to warrant the holding of a meeting. Notice of such cancellation shall be posted to the City's website and distributed to the media electronically as soon as possible.

#### 5.4 *Changing Date or Time*

The Council may change the time or date or both of a regular meeting of Council by passing a resolution at a meeting preceding the proposed meeting. Notice of

such cancellation shall be posted to the City's website and distributed to the media electronically as soon as possible.

5.5 *Notice*

Notice of meetings of Council, local boards and committees will appear on the City's website.

5.6 *Place of Meeting*

All open meetings of Council shall be held in the Council Chambers unless Council has by resolution appointed some other place.

5.7 *Electronic Participation*

Open and closed meetings of Council (and its boards and committees) may take place physically or electronically or a hybrid of both. Members who participate in open or closed meetings electronically shall be counted for purposes of quorum.

The Chair must attend meetings in person except where there are exclusive electronic meetings.

Where there are exclusive electronic meetings of Council or its boards and committees, they shall be livestreamed for public viewing.

5.8 *Commencement Proceedings*

As soon after the scheduled time of the meeting as there is a quorum present, the head of Council shall call the members present to order.

Council meetings are broadcast to YouTube as a courtesy. In the event that the YouTube broadcast is not functioning, meetings will continue after a 15-minute recess to allow any public who wish to come to the Council Chamber to do so.

5.9 *Quorum (City Council)*

Six members of City Council shall be necessary to form a quorum. No meeting shall be held or continue unless a quorum is present (except as provided for in the *Municipal Conflict of Interest Act*).

5.10 *Quorum Lacking – Adjourn*

Unless a quorum is present within fifteen minutes after the time appointed for the meeting of Council, the Council shall stand adjourned either until the next regular scheduled meeting or until a special meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The City Clerk shall record the names of the members present at the expiration of the fifteen minute time limit in the Minutes.

5.11 *Meetings Open to Public*

Meetings shall be open to the public and no person shall be excluded therefrom except for improper conduct. An exclusively electronic meeting is open to the public when it is livestreamed for public viewing.

Board and committee meetings may be held in person with the option for members to participate electronically. Members of the public or media may register and

request to observe the meeting electronically. Board and committee meetings will not be recorded.

#### 5.12 *Electronic Recording*

Any person may make an electronic recording of Council or committee meetings provided that the activity does not, in the opinion of the Chair, interfere with the proceedings or interfere with Council sanctioned recording of the meeting.

#### 5.13 *Declarations of Conflict of Interest*

Written declarations of a Conflict of Interest are required for open and closed meetings. A registry of the declarations shall be made available for public inspection.

### **6. Closed Session**

#### 6.1 *Municipal Act Provisions*

Notwithstanding the provisions of section 4.10 above, and pursuant to the provisions of the *Municipal Act, 2001*, a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- 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;
- j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- 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;

- l) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13(1) of this Act, or the investigator referred to in subsection 239.2 (being the section authorizing appointment of a closed meeting investigator).
- m) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council, board, commission or other body is the head of an institution for the purposes of that Act.

#### 6.2 *Educational or Training Sessions*

A meeting of Council or local board or committee may be closed to the public if the following conditions are both satisfied:

- a) the meeting is held for the purpose of educating or training the members; and
- b) at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.

#### 6.3 *Resolution Authorizing Closed Session*

Prior to a closed session being held, a resolution shall be passed in open session authorizing the closed session, citing the relevant section of the *Municipal Act 2001* as well as a general description of the matter to be discussed.

#### 6.4 *Recording Closed Sessions*

Closed sessions of Council shall be recorded using digital audio-video recording technology. The City Clerk's department shall be responsible for the care and retention of the resulting City Council records. This provision is discretionary for local boards and committees of Council.

#### 6.5 *Voting*

Voting is not permitted in a closed session unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality.

#### 6.6 *Closed Meeting Investigation*

Should a report be issued by a closed meeting investigator finding that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 of the *Municipal Act, 2001* or to this procedure by-law, Council must pass a resolution stating how it intends to address the report.

### **7. Special Meetings**

#### 7.1 *Calling*

A special meeting of Council may be called in one of the two following ways:



- a) the head of Council may at any time summon a special meeting; or
- b) upon receipt of a petition of the majority of the members of Council, the City Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition.

#### 7.2 *Notice to Members of Council*

Notice of special meetings setting forth the matter or matters to be considered shall be given to all members of Council either:

- a) by email or delivery to each member of Council at their home or place of business not less than six hours in advance of the time fixed for the meeting; or
- b) by such other manner as the head of Council shall direct.

#### 7.3 *Notice to the Public*

Notice of special meetings shall be posted to the City's website and distributed to the media electronically as soon as possible.

#### 7.4 *Full Explanation in Notice*

Council shall not consider or decide on any matter at a special meeting unless it has been fully explained in the notice calling the meeting. This provision may be waived upon consent of all of the members of Council present, which shall be recorded in the Minutes.

#### 7.5 *Emergency Meetings*

On urgent and extraordinary occasions, with the verbal consent of two-thirds of the members of Council present, an emergency meeting may be held and in this case the notice provisions of subsection 6.2 and 6.3 do not apply.

## **RULES OF CONDUCT AND DEBATE**

### **8. Rules of Procedure**

#### 8.1 *Head of Council Presides*

The head of Council shall preserve order and decorum, and decide questions of order, subject to an appeal to Council.

#### 8.2 *Address the Chair*

Any member desiring to speak shall, when seated, so signify a desire by fully extending their arm until the attention of the head of Council has been received and, upon being recognized by the head of the Council, shall address the Chair. When a member is speaking, no other member shall hold discourse which may interrupt the member speaking nor interrupt them except to raise a point of order.

#### 8.3 *Two Members Recognized*

When two or more members signify their intention to speak in accordance with section 7.2, the head of Council shall recognize the member who first signified an intention and shall note and next recognize other members who have so signified

their intention in the order in which they have signified their intention. The decision of the head of Council is final.

8.4 *Disrespectful or Irrelevant Speech*

No charge shall be made involving the character or conduct or language of a member of Council unless such member is present to reply or unless due notice has been given to that member to be present to defend themselves.

8.5 *Questions That Shall Not be Put*

A member shall not:

- a) put a question that contains epithets;
- b) put a question that publishes the names of persons, or contains statements not strictly necessary to render the question intelligible, or contains charges which the member who asks the question is not prepared to substantiate; or
- c) renew a question when it has been fully answered.

8.6 *Points of Order*

Whenever any point of order or matter of urgency arises it shall be immediately taken into consideration by the head of Council.

8.7 *Rulings on Points of Order*

When the head of Council is called upon to decide a point of order or procedure, the point shall be stated without unnecessary comment, and they shall state the rule or authority applicable to the case.

8.8 *Privilege, Point of Order – Members Called to Order – Appeal*

A member who desires to address Council upon a matter that concerns the rights or privileges of Council collectively, or of themselves as a member thereof, shall be permitted to raise such matter of privilege. A matter of privilege shall take precedence over other matters. While the head of Council is ruling on the point of privilege, no one shall be considered to be in possession of the floor.

8.9 *Violation of Rules of Procedure*

A member who desires to call attention to a violation of the rules of procedure shall ask leave of the head of Council to raise a point of order. When leave is granted, the member shall state the point of order with a concise explanation following which the member shall remain seated until the head of Council has decided the point of order. The speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when debate resumes.

8.10 *Member Called to Order*

A member called to order by the head of Council shall not speak again without the permission of the head of Council unless to appeal the ruling of the head of Council.

8.11 *Appeal to Council – Privilege, Point of Order*

The decision of the head of Council on a matter of privilege or point of order shall be final, subject to an immediate appeal by a member of Council.

8.12 *On Appeal – Head of Council to Provide Reasons*

If the decision is appealed, the head of Council shall give concise reasons for their ruling and Council shall decide the question without debate. The decision of Council is final.

8.13 *Motions Out of Order*

Whenever the head of Council is of the opinion that any motion offered to Council is contrary to the provisions of this by-law, the head of Council shall advise the members thereof immediately and quote the rule or authority applicable. Argument or comment shall not be permitted. Unless the ruling of the Chair is appealed to Council the motion shall not be put.

8.14 *Conduct of Members*

A member shall not:

- a) disobey the provisions of this by-law or decision of the head of Council or Council on questions of order or practice or upon the interpretation of the rules of procedure; or
- b) breach parliamentary decorum.

8.15 *Member Who Persists In Breach*

A member who persists in a breach of the foregoing subsection, after having been called to order by the head of Council, shall leave their seat for the duration of the meeting, but in case of apology being made by the offender, they may, by resolution of Council, be permitted forthwith to resume their seat.

8.16 *Question Read*

Any member may require the question under discussion to be re-read for clarification at any time during debate but not so as to interrupt a member while speaking.

8.17 *Speak Once – Reply*

A member shall not speak more than once on a matter without leave of Council except:

- a) in explanation of a material part of the speech which may have been misunderstood; or
- b) in reply after everyone else wishing to speak has spoken, provided that member is the mover or seconder of the motion.

8.18 *Length of Speech*

No member shall, without leave of Council, speak to any question, or in reply, for longer than five minutes.

8.19 *Close Debate*

A motion to close debate takes precedence over any amendment or debate of the motion to which it applies. Debate ceases until the motion to close debate is decided.

#### 8.20 *Member Leaving Chamber*

In the event that a member intends to leave the Chamber and not return, prior to adjournment of a meeting, where practicable, they shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as they become aware of the fact.

The City Clerk shall record such statement in the minutes of the meeting.

#### 8.21 *Questions*

When questions are called for on the Agenda, or a specific item is under discussion, inquiries may be made of the head of Council, or through the head of Council to any Council member or staff person concerning any related matter connected with the business of the City, but no argument or opinion is to be offered, or facts stated, except as may be necessary to provide an explanation. Likewise, in answering any such question a member is not to debate the matter.

#### 8.22 *Language*

No member shall use offensive words or unparliamentary language.

#### 8.23 *Expulsion from Meeting*

The head of Council may expel or exclude from any meeting any person who has been guilty of improper conduct at the meeting.

#### 8.24 *Confidentiality*

A member shall not disclose or release by any means to any member of the public any confidential information acquired by virtue of their office in either oral or written form, except when required by law or authorized by Council to do so.

Where a matter has been discussed in closed session and where the matter remains confidential, a member shall not disclose the content of the matter or the substance of the deliberations of the closed session.

Electronic closed sessions are confidential and no one other than the member should be able to hear the discussion.

A violation of this section of the procedure by-law is a breach of the Code of Conduct for Council and Local Boards.

## **RESOLUTIONS AND MOTIONS**

### **9. Rules of Procedure**

#### 9.1 *Form*

All motions and resolutions shall be in writing. The operative clause shall commence with the words "Resolved that", and shall be moved and seconded.

#### 9.2 *Withdrawal*

After a motion is read by the City Clerk, it shall be deemed to be in possession of Council, and it may only be withdrawn before decision or amendment with the permission of a majority of the members of Council present. Such motion, if read, shall appear in the Council Minutes.

9.3 *Reading*

Every motion, once seconded, shall be received and read by the City Clerk except in the cases provided for by the rules of procedure, provided; however, that in motions that have been distributed with or printed in the Agenda, recitals need not be read.

9.4 *No Debate Until Read*

No member shall speak to any motion until it is first read by the City Clerk. The mover is entitled to speak both first and last thereon if the member so elects.

9.5 *No Debate After Question Put*

After any question is finally put by the head of Council or other presiding officer, no member shall speak to the question, nor shall any other motion be made until after the result is declared. The decision of the head of Council or other presiding officer as to whether the question has been finally put shall be conclusive. When any decision is called for, members shall remain in their respective seats until the head of Council or other presiding officer has declared the result of the vote.

9.6 *Notice of Motion*

A member who wishes to introduce a motion, either on the Agenda or at the regular meeting, that is of a substantive nature must introduce the motion as a Notice of Motion.

The member who hands a written Notice of Motion to the City Clerk to be read at any regular Council meeting need not necessarily be seated during the reading of said notice.

9.7 *Finality of Vote*

Subject to a motion to reconsider, a motion once decided by Council may not be introduced again for twelve months; nor shall a motion that has been defeated be introduced as an amendment.

9.8 *Relevancy of Debate*

On all motions, discussion must be relevant to the subject under consideration.

9.9 *Order of Precedence*

The following is the order of precedence for motions from lowest to highest:

- a) Main motion
- b) Postpone Indefinitely
- c) Amend
- d) Refer
- e) Postpone to a Certain Time

- f) Limit or Extend Debate
- g) Close Debate
- h) Postpone Temporarily
- i) Raise a Question of Privilege – Individual
- j) Raise a Question of Privilege – Assembly
- k) Recess
- l) Adjourn (after time set to conclude a meeting)
- m) Fix the Time for a Continued Meeting

#### 9.10 *Presiding Officer to Determine if Motions are in Order*

It shall be the duty of the head of Council or other presiding officer to determine what motions or amendments are in order (subject to an appeal to Council) and decline to put any motion before Council which the head of Council or other presiding officer deems to be clearly out of order or contrary to law.

### **10. Motion to Amend**

#### 10.1 *Order of Precedence*

A motion to amend takes precedence over a motion to postpone indefinitely or a main motion.

#### 10.2 *Debatable*

A motion to amend is debatable.

#### 10.3 *One Amendment Permitted at One Time*

Not more than one amendment to the main motion, nor more than one amendment to an amendment shall be permitted at one time.

#### 10.4 *Notice of Amendment*

It shall not be necessary to give notice of intention to move an amendment but an amendment may be moved only when the motion it is sought to amend is before Council.

#### 10.5 *Amendment to Amendment*

In case of an amendment to an amendment, the amendment to the main motion cannot be withdrawn until the amendment to the amendment has been withdrawn, defeated or carried.

#### 10.6 *Similar in Import*

An amendment must be similar in import to the question which it is proposed to amend, but with sufficient variance to constitute a new question.

### **11. Motion to Refer**

#### 11.1 *Order of Precedence*

A motion to refer takes precedence over a motion to amend, a motion to postpone indefinitely, or a main motion.

### 11.2 *Debate*

A motion to refer is only debatable as to reasons for referral.

### 11.3 *Direction to Body Being Referred*

A motion to refer shall include direction as to the body or official to which it is being referred.

## **12. Motion to Postpone**

### 12.1 *Must Include Reason*

A motion to postpone must include a reason for the postponement.

### 12.2 *Debate*

A motion to postpone is not debatable except:

- a) that the mover of the motion shall be entitled to give a brief explanation of the mover's reasons for postponement; and
- b) either the mover or the seconder of the motion which is the subject of the motion to postpone may speak against the motion to postpone;

One member of Council may speak for or against the postponement and shall be limited to two minutes.

## **13. Motion to Postpone Indefinitely**

### 13.1 *Defined*

A motion to postpone indefinitely delays a decision to an indeterminate time beyond the current meeting.

### 13.2 *Order of Precedence*

A motion to postpone indefinitely takes precedence over a main motion.

### 13.3 *Debate*

Debate on a motion to postpone indefinitely may only go into reasons why the motion should or should not be dealt with at the time. It may go into the merits of the underlying main motion but only in respect to delaying the decision.

## **14. Motion to Postpone to a Certain Time**

### 14.1 *Defined*

A motion to postpone to a certain time shall state a date that is within three months of the motion to postpone. A postponement to a certain time beyond three months should be a motion to refer.

### 14.2 *Order of Precedence*

A motion to postpone to a certain time takes precedence over: a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

### 14.3 *Debate*

Debate on a motion to postpone to a certain time may only go into reasons why the motion should or should not be postponed. It may go into the merits of the underlying main motion but only in respect to postponing a decision.

## **15. Motion to Postpone Temporarily**

### *15.1 Defined*

A motion to postpone temporarily sets aside a motion for a short period of time, but no later than the end of the meeting. A motion that has been postponed temporarily may be taken up again through a motion to resume consideration.

### *15.2 Order of Precedence*

A motion to postpone temporarily takes precedence over: a motion to close debate; a motion to limit or extend debate; a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

## **16. Postponement or Referral – When Introduced**

Notwithstanding any other provision of this by-law, a motion to postpone or refer a matter under consideration may only be read prior to the commencement of debate or at the completion of the debate.

## **17. Motion to Limit or Extend Debate**

### *17.1 Defined*

A motion to limit or extend debate restricts or extends debate in some manner, such as by time or by number of speakers.

### *17.2 Order of Precedence*

A motion to limit or extend debate takes precedence over: a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

### *17.3 Debate*

Debate on a motion to limit or extend debate is restricted to the form of limitation or extension of debate.

### *17.4 Vote Required*

Because a motion to limit or extend debate affects the rights of members of an assembly, a two-thirds vote of the members of Council present is required to pass.

## **18. Motion to Close Debate**

### *18.1 Defined*

A motion to close debate stops all debate on a pending motion or series of consecutive pending motions and calls for an immediate vote.

### *18.2 Order of Precedence*

A motion to close debate takes precedence over all debatable motions.

### *18.3 Debate*

A motion to close debate is not debatable.



#### 18.4 *Vote Required*

Because a motion to close debate affects the rights of members of an assembly, a two-thirds vote of the members of Council present is required to pass.

### **19. Motion to Raise a Question of Privilege**

#### 19.1 *Defined*

A motion to raise a question of privilege can apply to either the assembly or to an individual.

#### 19.2 *Order of Precedence*

A motion to raise a question of privilege takes precedence over the pending business and yields only to a motion to recess, a privileged motion to adjourn, or a motion to fix the time for a continued meeting. Raising a question of privilege affecting the meeting takes precedence over one affecting the individual.

#### 19.3 *Debate*

The raising of a question of privilege is not debatable.

#### 19.4 *Vote Required*

The raising of a question of privilege is ruled on by the head of Council or presiding officer.

### **20. Motion to Recess**

#### 20.1 *Defined*

If a motion to recess is made while other motions are pending, the recess, if adopted, must take place immediately. If the motion is made when no other motion is pending, it may be used to set the time for a future recess.

#### 20.2 *Order of Precedence*

A motion to recess takes precedence over all motions except the privileged motion to adjourn or to fix the time for a continued meeting.

#### 20.3 *Debate*

Debate on a motion to recess is restricted to the length of time of the recess or to the time set for re-assembly or the time set for a future recess.

### **21. Motion to Adjourn**

#### 21.1 *Defined*

The purpose of the motion to adjourn is to conclude the meeting. The motion to adjourn is always privileged when made after the time set to conclude the meeting. If made before the time set to conclude, it is made only as a main motion.

#### 21.2 *Order of Precedence*

The privileged motion to adjourn takes precedence over all motions except a motion to fix the time for a continued meeting.

#### 21.3 *Debate*

The privileged motion to adjourn is not debatable.

#### 21.4 *When in Order*

A motion to adjourn shall be out of order:

- a) when a member is in possession of the floor; or
- b) when it has been decided that the vote be now taken; or
- c) during the taking of a vote.

## **22. Motion to Reconsider**

### 22.1 *Defined*

After a motion has been decided upon and at the same meeting any member who voted with the prevailing side may, in writing, move for reconsideration.

### 22.2 *Debate*

Debate on a motion to reconsider must be confined to reasons for or against reconsideration.

### 22.3 *Who May Move – Subsequent Meeting*

If a motion for reconsideration is moved and seconded at a subsequent meeting it shall be so moved by a member who voted with the prevailing side and shall be seconded either by a member who voted on the prevailing side or by a member who was absent at the time the matter proposed for reconsideration was originally voted on.

### 22.4 *Notice of Motion Required*

A motion to reconsider shall be preceded by a Notice of Motion.

### 22.5 *No Reconsideration of Amendment After Main Motion Disposed of*

A motion to reconsider an amendment after the original motion to which the amendment was proposed has been considered and disposed of is out of order.

### 22.6 *Order of Business*

If a motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business unless the motion calls for a future definite date. Debate on the question to be reconsidered may proceed as though it had never previously been voted on.

### 22.7 *By-laws*

When a by-law has been defeated at any stage of the order of procedure it shall be subject to a motion to reconsider and the foregoing rules shall apply thereto.

## **VOTING**

## **23. Recorded Votes**

### 23.1 *Requested*

If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present,

except a member who is disqualified from voting by any Act, shall announce their vote openly and the City Clerk shall record each vote.

**23.2 *Mandatory***

Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.

**23.3 *Electronic Voting***

When the City Clerk opens the vote every member of Council present shall vote electronically unless they have declared a conflict of interest. The electronic vote is the official vote. The result of an electronic recorded vote will be read orally.

Exception: Voting on the following Agenda items may take place by show of hands:

2. Adoption of Minutes

5. Approve Agenda

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

8.8 Appointments to Boards and Committees

12. Consideration and Passing of By-laws (on consent)

14. Closed Session

15. Adjournment

**23.4 *Disagreement as to Result***

Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the City Clerk.

**23.5 *All Members to Vote***

Every member present when a question is put on a recorded vote shall vote thereon.

**23.6 *Refusal to Vote***

Any member who refuses to vote on a recorded vote shall be recorded as voting in the negative.

**23.7 *Severability of Question***

When the question under consideration contains distinct propositions, upon the request of any member the vote upon each proposition may be taken separately.

**ORDER OF PROCEDURE**

**24. Agenda**

**24.1 *Agenda Review Task Force***

An Agenda Review Task Force composed of the head of Council, Chief Administrative Officer and the City Clerk shall be charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda, as well as any presentations and delegations to be heard by Council.

#### 24.2 *Correspondence Agenda*

Correspondence Agendas are published as necessary containing general correspondence. If, after having received an item on the correspondence Agenda, a Council member wishes the matter placed on a regular Agenda they may make that request to the Agenda Review Task Force.

Correspondence Agendas are to be published on the City website.

#### 24.3 *Agenda*

The City Clerk shall prepare a Council Agenda in the following form and order:

1. Land Acknowledgement
2. Adoption of Minutes
3. Questions and information Arising Out of Minutes and Not Otherwise on Agenda
4. Declaration of Pecuniary Interest
5. Approve Agenda as presented (and any Addenda)
6. Presentations

##### PART ONE – CONSENT

7. Communications and Routine Reports of City Departments; Boards and Committees

##### PART TWO – REGULAR

8. Reports of City Departments; Boards and Committees
9. Unfinished Business, Notices of Motion and Resolutions Placed on Agenda by Members of Council
10. Committee of the Whole for the purpose of such matters as are referred to it by Council by resolution
11. Adoption of Report of the Committee of the Whole, if any
12. Consideration and passing of By-laws (Consent)
13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters not Otherwise on Agenda
14. Closed session (if applicable)
15. Adjournment

This format applies to Council Agendas. It is not intended to apply to Agendas of boards and committees of Council.

#### 24.4 *Deviation from Order of Business*

The business of Council shall be considered in the order set forth on the Agenda, provided however, that the head of Council may vary the order of business to better deal with matters before the Council if the circumstances make it advisable to so vary the order.

Notwithstanding the above, planning applications shall be heard at 5 p.m. following Approve Agenda as presented (and any Addenda).

**24.5 *Consent Agenda***

The City Clerk shall prepare one motion to approve all items on a Consent section of the Agenda. Prior to voting on the motion, members may ask questions regarding any item on a Consent section of the Agenda. Any member who wishes to debate and have a separate vote on an item on a Consent section of the Agenda shall advise the head of Council and the City Clerk, following which the item shall be excepted from the Consent motion; the Consent motion voted on; and the excepted item voted on separately.

In the event that a member of Council declares a conflict of interest on an item that is included in the consent motion, that item shall be removed from consent and dealt with separately.

**24.6 *Delivery of Agenda to Council***

On the Wednesday preceding each regular meeting of the Council, the City Clerk shall cause to be delivered to each member of Council electronically a full Agenda package.

**24.7 *Release of Agenda to Public***

The Council Agenda shall be released to the public no later than the end of business day on the Thursday preceding each regular meeting of Council.

**24.8 *Motions and By-laws on Agenda***

The City Clerk, with the assistance of other City officials, shall be responsible for the proper presentation of motions and by-laws to the Council.

**24.9 *Movers/Seconders***

Before the Agenda is prepared the City Clerk shall assign to each motion or by-law a mover and seconder to expedite the consideration of such matters by Council, provided any such designation shall be shown on the Agenda, subject to the discretion of the City Clerk, based on the following formula:

Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 5
February	Ward 2	Ward 4
March	Ward 3	Ward 1
April	Ward 5	Ward 2
May	Ward 4	Ward 3
June	Ward 1	Ward 5
July	Ward 2	Ward 4
August	Ward 3	Ward 1

September	Ward 5	Ward 2
October	Ward 4	Ward 3
November	Ward 2	Ward 5
December	Ward 3	Ward 1

The use of the above formula by the City Clerk is subject to the following exceptions:

- a) Any person so assigned as mover or seconder may notify the City Clerk that they do not wish to move or second such motion or by-law and the City Clerk shall then remove such name and attempt to find an alternate member who is willing to so act.
- b) A member may ask to be shown as mover or seconder of any matter expected to come before the Council.

#### 24.10 Addendum

The City Clerk may prepare an Addendum to the Agenda to deal with urgent matters or to provide supplementary information to items of business listed on the Agenda.

### 25. Petitions

The following requirements apply to every petition submitted to Council:

- a) The petition must be addressed to Council and request a particular action within the authority of Council;
- b) The petition must be legible, typewritten or printed in ink;
- c) The petition must be appropriate and not contain improper language;
- d) The petition shall state that signatories should be aware that their personal information will be shared publicly;
- e) Each signatory must print and sign their own name. A paper petition must contain original signatures only, written directly on the petition; and
- f) For electronic submissions, each signatory must provide their name, address, and a valid email address.

The City Clerk shall list petitions that comply with this section on the Correspondence Agenda.

A member of Council may request that a petition appearing on a Correspondence Agenda be placed on a Regular Council Agenda where the member of Council then may be permitted three minutes to present the petition and may move that it be referred to staff for a report to Council. A seconder is required.

The subject matter of a petition may not be debated.

### 26. Proclamations

#### 26.1 Requests

An organization or community group may request a Proclamation from the Mayor through the office of the Mayor.

**26.2 *Approved Proclamations***

If approved by the Mayor, proclamations will be made by the Mayor and communicated by the Mayor's office through various media.

**27. Presentations**

**27.1 *Request in Writing***

An organization or community group wishing to appear before Council to make a presentation on items relevant to the business of Council must make the request in writing to the City Clerk giving details of the matter to be spoken to at least one week prior to the Council meeting.

**27.2 *Review of Request***

The request is decided by the Agenda Review Task Force. The City Clerk will advise the presenter of the Agenda Review Task Force's decision. If approved, the presentation will be listed on the Council Agenda.

**27.3 *Appeal***

If a person is not permitted to appear before Council by the Agenda Review Task Force, that person may appeal to members of Council to consider the matter. Such a request should be made in writing to the City Clerk indicating the subject matter of the presentation by noon on the day of the Council meeting, including any presentation materials.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

**27.4 *Length of Presentation***

The maximum length of time for a presentation to Council is three minutes.

**28. Delegations**

**28.1 *Request in Writing***

Any person may, either on their own behalf or as a representative of an organization or group, request to appear at an open meeting of Council with respect to any item on the Agenda for that meeting except Agenda item 6 (Presentations), reports for the information of Council, or Agenda item 9. Unfinished Business, Notices of Motion and Resolutions Placed on Agenda by Members of Council.

Such a request must be made to the City Clerk before 11 a.m. on the day of the Council meeting.

Written submissions received by the City Clerk regarding an item on the Agenda may be added by way of Addendum to the Agenda.

28.2 *Limitations*

A delegation must provide new information to Council, must not be a repeat of a delegation heard in the previous six months, must not relate to litigation or pending litigation, and must not contain inappropriate or insulting language. The relevance of new information will be decided by the Agenda Review task force

28.3 *Where Public Meeting / Hearing*

A request to make a delegation may be declined where there has been or will be at least one public meeting at which the public has been provided the opportunity to make representations.

28.4 *Agenda Review Task Force May Decline*

The Agenda Review Task Force may, upon review of proposed delegation materials, decline a request to present if the material is deemed defamatory, inappropriate or outside the jurisdiction of Council.

28.5 *Appeal*

If a person is not permitted to appear before Council by the Agenda Review Task Force, that person may appeal to members of Council to consider the matter. Such a request should be made in writing to the City Clerk by 3 p.m. on the day of the Council meeting.

The request will be forwarded to members of Council by the City Clerk. If a motion is made, seconded and confirmed by majority vote to hear the delegation, the person may be permitted to address Council.

28.6 *Length of Delegation*

The maximum length of time for a delegation to Council is three minutes.

28.7 *Where More Than One Delegation on Same Matter*

When a matter is being considered concerning which one or more persons or delegations are addressing Council, the following procedure shall be adhered to:

- a) Explanation of matter in question by head of the Council.
- b) Address to Council by delegation(s) supporting action taken by Council, or action which the Council has been asked to take.
- c) Questions by members of Council to such delegation(s) for purposes of information only.
- d) Address to Council by delegation(s) opposing such action.
- e) Question by members of Council to such delegation(s) for purposes of information only.
- f) Reply by delegation(s) referred to in item b above.
- g) Questions by members of Council to any delegation or official for purposes of information only.
- h) Regular debate.
- i) Putting of question and vote.



The head of Council may permit deviations from the rules of procedure set forth above where in their opinion it is in the interests of the better consideration of the matter so to do.

**28.8 *Dispute as to Whether Delegation is Supporting or Opposed***

Any dispute as to whether a delegation or person comes within subclause b) or subclause d) of subsection 27.6 shall be determined by the head of Council, whose decision is final.

**28.9 *Re-Address***

If a speaker for any delegation referred to in the above requests an opportunity to re-address Council the speaker may, with the approval of the head of Council address Council on the matters already raised. Such re-address shall be limited to two minutes.

**28.10 *Opportunity to be Heard Where Notice Not Given***

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection 27.1 and 27.4 hereof, Council may hear any person or persons or delegation without notice upon a motion to suspend the rules of procedure passed by two-thirds of the members present.

**28.11 *Statutory Public Meetings***

Procedures regarding delegations are not intended to apply to statutory public meetings (e.g. *Planning Act*)

**28.12 *Rules on Website***

The rules for a person or a delegation wishing to appear before Council shall be posted on the municipal website.

**29. By-laws**

**29.1 *Amending By-laws***

An amendment to a by-law must strictly relate to the subject matter of the by-law.

**29.2 *Three Readings***

Every by-law shall receive three readings before it is finally passed, which three readings may be given at one meeting. It is permissible on a motion for the final passing of a by-law to move that the third reading be postponed indefinitely or be postponed to a certain time.

**29.3 *Regulatory By-laws***

Prior to adoption of a regulatory by-law, public consultation shall be required by providing public notice of intention to pass the by-law.

**COMMITTEE OF THE WHOLE**

**30. Rules of Procedure**

**30.1 *Rules of Order***

The rules of procedure shall be observed in Committee of the Whole, so far as may be applicable, except that:

- a) Each motion shall be written and moved, but no motion shall require a seconder;
- b) Motions relating to the matter under consideration shall be put in the order in which they are proposed;
- c) No vote shall be recorded;
- d) There shall be no motion for the previous question;
- e) No motion for adjournment is allowed;
- f) No member shall speak longer than five minutes on any one question;
- g) In taking the yeas and nays, the names of the members shall not be recorded, nor shall the number of times speaking on any question be limited.

### 30.2 *Questions of Order*

Questions of order arising in Committee of the Whole shall be decided by the Chair, subject to an appeal to the whole Committee. If no such appeal is made the decision of the Chair shall be final.

### 30.3 *Adjournment of Committee Proceedings*

On motion in Committee of the Whole to rise and report, the question shall be decided without debate.

#### a) No Action Be Taken

A motion in Committee of the Whole that "no action be taken" shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion that no action be taken. On an affirmative vote, the subject referred to the Committee shall be considered as disposed of in the negative.

#### b) Rise Without Reporting

Subject to subsection a) above, a motion in Committee of the Whole to rise without reporting shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion to rise without reporting but no member shall speak more than once. On an affirmative vote the subject referred to the Committee shall be considered as undisposed of, the head of the Council shall resume the chair and proceed with the next order of business. On motion duly passed during any subsequent regular meeting of Council, any by-law or other item of business left undecided by a motion to rise without reporting may be again considered in the Committee of the Whole.

### 30.4 *Chair Votes*

The Chair of the Committee of the Whole may vote on any question. In the event of an equality of votes the question being voted upon shall be deemed to have been decided in the negative.

### 30.5 *Debate from Chair*

The Chair of the Committee of the Whole may state relevant facts as well as their position on any matter and debate the question before the Committee without leaving the Chair.

### 30.6 *Report of Committee of the Whole*

The proceedings and findings of the Committee of the Whole may be reported by the Chair to Council as soon as the Committee rises and shall be received forthwith. A motion for the concurrence of Council in the report of the Committee or a motion adopting the report of the Committee and dealing with the subject matter thereof shall be in order.

## **COMMITTEES**

### **31. Rules Applying to all Committees**

#### 31.1 *Definition*

Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law.

#### 31.2 *Mayor Ex Officio*

The head of Council is an ex officio member of every committee of Council or task force struck by Council but shall not be counted in the formation of a quorum.

#### 31.3 *Quorum (Boards and Committees)*

A committee shall not consider any business if a quorum is not present. A quorum for a board or committee is a majority of the members.

#### 31.4 *Notice*

Not less than 24 hours notice of a meeting shall be given to the members of any committee and wherever possible an Agenda shall be provided to the members in advance of the meeting.

#### 31.5 *Secretary*

A secretary shall be appointed for each committee who shall:

- a) Keep the minutes of the meetings of the committee;
- b) Give notice of meetings;
- c) Post a copy of all minutes to the municipal website;
- d) Perform such other clerical functions as may be required.

#### 31.6 *Application of Legislation*

Boards and committees of Council are subject to the provisions of this by-law, the *Municipal Act, 2001*, and the *Municipal Conflict of Interest Act*.

**31.7 *Absence of Board or Committee Members***

Where a member of a board or committee of Council is absent from meetings for three successive months without being authorized to do so by a resolution of the board or committee, the board or committee may request that Council declare the seat vacant.

**31.8 *Refusal to Call Meetings, etc.***

- a) Should the Chair of any committee neglect or refuse to call meetings of a committee at such times or with such frequency as the proper dispatch of the committee's business requires; or do the business of the committee without the knowledge or consent of its members, or contrary to their wishes or sanction, the committee may report such neglect, refusal or action to Council, which may remove such Chair from office and appoint another member of the committee in their place.
- b) Should any member of a committee refuse or neglect to attend the regular or special meetings thereof, the Chair may report such neglect or refusal to Council, which may remove such member from the committee and appoint another member in their place.

**31.9 *Chair Votes***

The Chair of a committee may vote on any question before the committee and in the event of an equality of votes the question being voted on shall be deemed to have been defeated.

**31.10 *Committee Appointments***

Appointments to boards and committees having the same term as the term of Council shall expire at the end of the term of Council or until such time as successors are appointed.

Council will meet in open session, either at a regular meeting or special meeting called for that purpose to make appointments to boards and committees.

Appointments are not limited to eligible electors only, except where provided otherwise by statute.

No citizen shall be appointed to more than five boards or committees.

No City employee shall be appointed as a voting member of any board or committee of Council (excluding task forces).

***Nominating Task Force***

A Nominating Task Force, consisting of three members of Council and six members of City staff shall consider all citizen applications with reference to particular skills required by various boards and committees. The Nominating Task Force shall provide a slate of recommended citizen applicants to Council for its consideration.

When considering citizen appointments to a particular board or committee, members of Council shall consider the recommended slate of applicants recommended by the Nominating Task Force. Council shall nominate members of Council for consideration of appointments requiring a member of Council.

*Where Number of Applicants Exceeds Positions*

Where the number of applicants exceeds the number of positions available, the following procedure shall be followed, for as many voting rounds as necessary:

- a) Each member may cast a vote for each position available;
- b) Applicants receiving a majority vote of members present shall be recommended for appointment;
- c) Applicants receiving no votes shall be excluded from further consideration;
- d) In addition to those applicants receiving no votes, applicants receiving the least amount of votes shall be excluded from further consideration, unless this would result in insufficient applicants to fill the positions available;
- e) If two or more applicants are tied with the least number of votes and their exclusion would result in insufficient applicants to fill the positions available:
  - i. Council shall decide by majority vote which of the tied applicants shall remain eligible for further consideration; however
  - ii. If the vote still results in too few applicants to fill the remaining position(s), then the City Clerk shall choose the person(s) to remain eligible by lot;
- f) If it becomes apparent by reason of an equality of votes that no applicant can achieve sufficient votes to be appointed, then the City Clerk shall make the selection by lot.

*Method – Simultaneous Recorded Vote*

- g) Each member present, unless otherwise prohibited by statute or this by-law, shall (on a sheet of paper provided by the City Clerk) simultaneously indicate the names of the applicant they are voting for and sign the same. In an electronic meeting the sheets shall be displayed on the members' screens simultaneously;
- h) The City Clerk shall:
  - i. announce the name and vote of each member and the vote result; and
  - ii. record the result, including how each member voted.

**31.11 Police Record Checks**

Members of boards and committees of Council that have direct contact with vulnerable individuals or handle cash may be required to provide a clear police record check.

**32. Special Committees**

**32.1 Appointment**

Special committees of Council may be appointed by the Council or head of Council at any time as is deemed necessary for the consideration of special matters.

**32.2 *Jurisdiction***

A resolution establishing a special committee shall set forth the terms of reference of the committee and such other provisions as the Council shall deem proper.

**32.3 *Chair***

Unless specified in the resolution establishing a special committee, the special committee members shall select the committee Chair at the initial meeting of the committee.

**32.4 *Membership***

Where the resolution establishing a special committee does not appoint members thereto the head of Council shall appoint them.

**32.5 *Meetings***

Special committees shall meet at such time and place as the Chair or committee shall determine. No special committee shall meet while the Council is in session.

**32.6 *Report in Writing***

Each special committee shall diligently pursue its duties and shall report to the Council on matters and questions referred to it. A final or interim report of a special committee must be made in writing and be signed by the Chair.

**32.7 *Confined to Matters Referred***

Special committees may consider and report on such matters only as have been referred to them by the Council or the head of Council.

**32.8 *Refusal to Give Due Attention***

Should any special committee neglect or refuse to give due attention to any matter before it the Council may by resolution discharge such committee and appoint another in its place.

**32.9 *Dissolution***

When a special committee has completed its work and made its report it dissolves automatically.

**32.10 *Attendance by Members of Council***

Members of the Council may attend the meetings of special committees, but shall not be allowed to vote; nor shall they be allowed to take part in any discussion or debate except by the permission of the majority of the members of the committee.

**32.11 *Repeal***

By-law 2023-100 is hereby repealed.

**32.12 *Effect***

This by-law comes into force on the day of its final passing.

PASSED in open Council this 17<sup>th</sup> day of March, 2025.

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Mayor Matthew Shoemaker

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City Clerk Rachel Tyczinski

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